
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended November 30, 2022

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 1-7102

**NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE CORPORATION**

(Exact name of registrant as specified in its charter)

District of Columbia

(State or other jurisdiction of incorporation or organization)

52-0891669

(I.R.S. Employer Identification No.)

20701 Cooperative Way, Dulles, Virginia, 20166

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code: **(703) 467-1800**

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of Each Class</u>	<u>Trading Symbol(s)</u>	<u>Name of Each Exchange on Which Registered</u>
7.35% Collateral Trust Bonds, due 2026	NRUC 26	New York Stock Exchange
5.50% Subordinated Notes, due 2064	NRUC	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The Registrant is a tax-exempt cooperative and therefore does not issue capital stock.

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PART I—FINANCIAL INFORMATION

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations (“MD&A”)

FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q for the quarterly period ended November 30, 2022 (“this Report”) contains certain statements that are considered “forward-looking statements” as defined in and within the meaning of the safe-harbor provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements do not represent historical facts or statements of current conditions. Instead, forward-looking statements represent management’s current beliefs and expectations, based on certain assumptions and estimates made by, and information available to, management at the time the statements are made, regarding our future plans, strategies, operations, financial results or other events and developments, many of which, by their nature, are inherently uncertain and outside our control. Forward-looking statements are generally identified by the use of words such as “intend,” “plan,” “may,” “should,” “will,” “project,” “estimate,” “anticipate,” “believe,” “expect,” “continue,” “potential,” “opportunity” and similar expressions, whether in the negative or affirmative. All statements about future expectations or projections, including statements about loan volume, the adequacy of the allowance for credit losses, operating income and expenses, leverage and debt-to-equity ratios, borrower financial performance, impaired loans, and sources and uses of liquidity, are forward-looking statements. Although we believe the expectations reflected in our forward-looking statements are based on reasonable assumptions, actual results and performance may differ materially from our forward-looking statements. Therefore, you should not place undue reliance on any forward-looking statement and should consider the risks and uncertainties that could cause our current expectations to vary from our forward-looking statements, including, but not limited to, legislative changes that could affect our tax status and other matters, demand for our loan products, lending competition, changes in the quality or composition of our loan portfolio, changes in our ability to access external financing, changes in the credit ratings on our debt, valuation of collateral supporting impaired loans, charges associated with our operation or disposition of foreclosed assets, nonperformance of counterparties to our derivative agreements, economic conditions and regulatory or technological changes within the rural electric industry, the costs and impact of legal or governmental proceedings involving us or our members, general economic conditions, governmental monetary and fiscal policies, the occurrence and effect of natural disasters, including severe weather events or public health emergencies, such as the emergence and spread since 2019 of a novel coronavirus (“COVID-19”) and the factors listed and described under “Item 1A. Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended May 31, 2022 (“2022 Form 10-K”), as well as any risk factors identified under “Part II—Item 1A. Risk Factors” in this Report. Forward-looking statements speak only as of the date they are made, and, except as required by law, we undertake no obligation to update any forward-looking statement to reflect the impact of events, circumstances or changes in expectations that arise after the date any forward-looking statement is made.

INTRODUCTION

Our financial statements include the consolidated accounts of National Rural Utilities Cooperative Finance Corporation (“CFC”), National Cooperative Services Corporation (“NCSC”) and Rural Telephone Finance Cooperative (“RTFC.”) Our principal operations are currently organized for management reporting purposes into three business segments, which are based on the accounts of each of the legal entities included in our consolidated financial statements: CFC, NCSC and RTFC.

CFC is a member-owned, nonprofit finance cooperative association with a principal purpose of providing financing to its members to supplement the loan programs of the Rural Utilities Service (“RUS”) of the United States Department of Agriculture (“USDA”). CFC extends loans to its rural electric members for construction, acquisitions, system and facility repairs and maintenance, enhancements and ongoing operations to support the goal of electric distribution and generation and transmission (“power supply”) systems of providing reliable, affordable power to the customers they service. CFC also provides its members with credit enhancements in the form of letters of credit and guarantees of debt obligations. As a Section 501(c)(4) tax-exempt, member-owned cooperative, CFC’s objective is not to maximize profit, but rather to offer members cost-based financial products and services. Because CFC is a tax-exempt cooperative, we cannot issue equity securities as a source of funding. CFC’s primary funding sources consist of a combination of public and private issuances of debt securities, member investments and retained equity. NCSC is a member-owned taxable cooperative that is permitted to provide financing to members of CFC, government or quasi-government entities which own electric utility systems that

meet the Rural Electrification Act definition of “rural,” and for-profit and nonprofit entities that are owned, operated or controlled by, or provide significant benefits to certain members of CFC. RTFC is a taxable Subchapter T member-owned cooperative association. RTFC’s principal purpose is to provide financing to its rural telecommunications members and their affiliates. See “Item 1. Business” in our 2022 Form 10-K for additional information on the business structure, principal purpose, members and core business activities of each of these entities. Unless stated otherwise, references to “we,” “our” or “us” relate to CFC and its consolidated entities. All references to members within this document include members, associates and affiliates of CFC and its consolidated entities, except where indicated otherwise.

The following MD&A is intended to enhance the understanding of our consolidated financial statements by providing material information that we believe is relevant in evaluating our results of operations, financial condition and liquidity and the potential impact of material known events or uncertainties that, based on management’s assessment, are reasonably likely to cause the financial information included in this Report not to be necessarily indicative of our future financial performance. Management monitors a variety of key indicators and metrics to evaluate our business performance. We discuss these key measures and factors influencing changes from period to period. Our MD&A is provided as a supplement to, and should be read in conjunction with, the unaudited consolidated financial statements included in this Report, our audited consolidated financial statements and related notes for the fiscal year ended May 31, 2022 (“fiscal year 2022”) included in our 2022 Form 10-K and additional information, including the risk factors discussed under “Item 1A. Risk Factors,” contained in our 2022 Form 10-K, as well as additional information contained elsewhere in this Report.

SUMMARY OF SELECTED FINANCIAL DATA

In addition to financial measures determined in conformity with generally accepted accounting principles in the United States (“U.S. GAAP”), management also evaluates performance based on certain non-GAAP measures and metrics, which we refer to as “adjusted” measures. Our key non-GAAP financial measures are adjusted net income, adjusted net interest income, adjusted interest expense, adjusted net interest yield, adjusted times interest earned ratio (“TIER”) and adjusted debt-to-equity ratio. The most comparable U.S. GAAP measures are net income, net interest income, interest expense, net interest yield, TIER and debt-to-equity ratio, respectively. The primary adjustments we make to calculate these non-GAAP measures consist of (i) adjusting interest expense and net interest income to include the impact of net periodic derivative cash settlements expense amounts; (ii) adjusting net income, total liabilities and total equity to exclude the non-cash impact of the accounting for derivative financial instruments; (iii) adjusting total liabilities to exclude the amount that funds CFC member loans guaranteed by RUS, subordinated deferrable debt and members’ subordinated certificates; and (iv) adjusting total equity to include subordinated deferrable debt and members’ subordinated certificates and exclude cumulative derivative forward value gains and losses and accumulated other comprehensive income (“AOCI”).

We believe our non-GAAP adjusted measures, which should not be considered in isolation or as a substitute for measures determined in conformity with U.S. GAAP, provide meaningful information and are useful to investors because management evaluates performance based on these metrics for purposes of (i) establishing short- and long-term performance goals; (ii) budgeting and forecasting; (iii) comparing period-to-period operating results, analyzing changes in results and identifying potential trends; and (iv) making compensation decisions. In addition, certain of the financial covenants in our committed bank revolving line of credit agreements and debt indentures are based on non-GAAP adjusted measures, as the forward fair value gains and losses related to our interest rate swaps that are excluded from our non-GAAP measures do not affect our cash flows, liquidity or ability to service our debt. Our non-GAAP adjusted measures may not be comparable to similarly titled measures reported by other companies due to differences in the way that these measures are calculated. We provide a reconciliation of our non-GAAP adjusted measures to the most directly comparable U.S. GAAP measures in the section “Non-GAAP Financial Measures.”

Table 1 provides a summary of selected financial data and key metrics used by management in evaluating performance for the three and six months ended November 30, 2022 and 2021, and as of November 30, 2022 and May 31, 2022.

Table 1: Summary of Selected Financial Data⁽¹⁾

(Dollars in thousands)	Three Months Ended			Six Months Ended		
	November 30,		Change	November 30,		Change
	2022	2021		2022	2021	
Statement of operations						
Net interest income:						
Interest income	\$ 324,194	\$ 283,152	14 %	\$ 631,172	\$ 566,420	11 %
Interest expense	(245,444)	(173,596)	41	(454,912)	(348,373)	31
Net interest income	78,750	109,556	(28)	176,260	218,047	(19)
Fee and other income	4,166	4,831	(14)	8,222	8,772	(6)
Total revenue	82,916	114,387	(28)	184,482	226,819	(19)
Benefit (provision) for credit losses	(11,628)	3,400	**	(15,124)	(603)	2,408
Derivative gains (losses):						
Derivative cash settlements interest income (expense) ⁽²⁾	4,801	(25,952)	**	(5,984)	(53,515)	(89)
Derivative forward value gains (losses) ⁽³⁾	141,989	72,038	97	246,361	(72,562)	**
Derivative gains (losses)	146,790	46,086	219	240,377	(126,077)	**
Other non-interest income	(493)	(4,344)	(89)	(4,172)	(6,569)	(36)
Operating expenses ⁽⁴⁾	(27,247)	(23,095)	18	(52,766)	(47,305)	12
Other non-interest expense	(355)	(431)	(18)	(677)	(687)	(1)
Income before income taxes	189,983	136,003	40	352,120	45,578	673
Income tax provision	(219)	(274)	(20)	(482)	(181)	166
Net income	\$ 189,764	\$ 135,729	40	\$ 351,638	\$ 45,397	675
Adjusted statement of operations measures						
Interest income	\$ 324,194	\$ 283,152	14 %	\$ 631,172	\$ 566,420	11 %
Interest expense	(245,444)	(173,596)	41	(454,912)	(348,373)	31
Include: Derivative cash settlements interest income (expense) ⁽²⁾	4,801	(25,952)	**	(5,984)	(53,515)	(89)
Adjusted interest expense ⁽⁵⁾	(240,643)	(199,548)	21	(460,896)	(401,888)	15
Adjusted net interest income ⁽⁵⁾	\$ 83,551	\$ 83,604	—	\$ 170,276	\$ 164,532	3
Net income	\$ 189,764	\$ 135,729	40	\$ 351,638	\$ 45,397	675
Exclude: Derivative forward value gains (losses) ⁽³⁾	141,989	72,038	97	246,361	(72,562)	**
Adjusted net income ⁽⁵⁾	\$ 47,775	\$ 63,691	(25)	\$ 105,277	\$ 117,959	(11)
Profitability ratios						
Times interest earned ratio (“TIER”) ⁽⁶⁾	1.77	1.78	(1) %	1.77	1.13	57 %
Adjusted TIER ⁽⁵⁾	1.20	1.32	(9)	1.23	1.29	(5)
Net interest yield ⁽⁷⁾	0.99 %	1.49 %	(50) bps	1.12 %	1.48 %	(36) bps
Adjusted net interest yield ⁽⁵⁾⁽⁸⁾	1.05	1.13	(8)	1.08	1.11	(3)
Credit quality ratios						
Net charge-off rate ⁽⁹⁾	0.19	—	19	0.10	—	10

(Dollars in thousands)	November 30, 2022	May 31, 2022	Change
Balance sheet			
Assets:			
Cash, cash equivalents and restricted cash	\$ 281,648	\$ 161,114	75 %
Investment securities	607,728	599,904	1
Loans to members ⁽¹⁰⁾	31,577,351	30,063,386	5
Allowance for credit losses	(67,615)	(67,560)	—
Loans to members, net	<u>31,509,736</u>	<u>29,995,826</u>	5
Total assets	<u>33,188,370</u>	31,251,382	6
Liabilities and equity:			
Short-term borrowings	5,594,212	4,981,167	12
Long-term debt	22,537,424	21,545,440	5
Subordinated deferrable debt	986,624	986,518	—
Members' subordinated certificates	1,238,552	1,234,161	—
Total debt outstanding	<u>30,356,812</u>	<u>28,747,286</u>	6
Total liabilities	<u>30,754,658</u>	29,109,413	6
Total equity	<u>2,433,712</u>	2,141,969	14
Adjusted balance sheet measures			
Adjusted total liabilities ⁽⁵⁾	\$ 28,269,133	\$ 26,629,324	6 %
Adjusted total equity ⁽⁵⁾	4,320,533	4,270,476	1
Members' equity ⁽⁵⁾	2,067,373	2,019,952	2
Debt ratios			
Debt-to-equity ratio ⁽¹¹⁾	12.64	13.59	(7) %
Adjusted debt-to-equity ratio ⁽⁵⁾	6.54	6.24	5
Liquidity coverage ratio ⁽¹²⁾	0.95	0.99	(4)
Credit quality ratios			
Nonperforming loans ratio ⁽¹³⁾	0.64 %	0.76 %	(12) bps
Criticized loans ratio ⁽¹⁴⁾	1.48	1.65	(17)
Allowance coverage ratio ⁽¹⁵⁾	0.21	0.22	(1)

**Calculation of percentage change is not meaningful.

(1) Certain reclassifications may have been made for prior periods to conform to the current-period presentation.

(2) Consists of net periodic contractual interest amounts on our interest rate swaps, which we refer to as derivatives cash settlements interest expense.

(3) Consists of derivative forward value gains (losses), which represent changes in fair value during the period, excluding net periodic contractual interest settlement amounts, attributable to derivatives not designated for hedge accounting.

(4) Consists of the total non-interest expense components (i) salaries and employee benefits and (ii) other general and administrative expenses, each of which is presented separately on the consolidated statements of operations.

(5) See "Item 7. MD&A—Non-GAAP Financial Measures" in our 2022 Form 10-K for a description of each of our non-GAAP measures. See the section "Non-GAAP Financial Measures" for a reconciliation of the non-GAAP measures presented in this Report to the most comparable U.S. GAAP measure.

(6) Calculated based on net income (loss) plus interest expense for the period divided by interest expense for the period.

(7) Calculated based on annualized net interest income for the period divided by average interest-earning assets for the period.

(8) Calculated based on annualized adjusted net interest income for the period divided by average interest-earning assets for the period.

(9) Calculated based on annualized net charge-offs (recoveries) for the period divided by average total loans outstanding for the period.

(10) Consists of the unpaid principal balance of member loans plus unamortized deferred loan origination costs of \$13 million and \$12 million as of November 30, 2022 and May 31, 2022, respectively.

(11) Calculated based on total liabilities at period end divided by total equity at period end.

(12) Calculated based on available liquidity at period end, divided by the amount of maturing debt obligations over the next 12 months at period end, as of each respective date.

(13) Calculated based on total nonperforming loans at period end divided by total loans outstanding at period end.

(14) Calculated based on loans outstanding at period end to borrowers with a risk rating that falls within the criticized risk rating category, which consists of special mention, substandard and doubtful, divided by total loans outstanding at period end.

(15) Calculated based on the allowance for credit losses at period end divided by total loans outstanding at period end.

EXECUTIVE SUMMARY

As a member-owned, nonprofit finance cooperative, our primary objective is to provide our rural electric utility members with access to affordable, flexible financing products while also maintaining a sound, stable financial position and adequate liquidity to meet our financial obligations and maintain ongoing investment-grade credit ratings. Because maximizing profit is not our primary objective, the interest rates on lending products offered to our member borrowers reflect our funding costs plus a spread to cover operating expenses and estimated credit losses and generate sufficient earnings to cover interest owed on our debt obligations and achieve certain financial target goals. Our financial goals focus on earning an annual minimum adjusted TIER of 1.10 and maintaining an adjusted debt-to-equity ratio at approximately 6.00-to-1 or below.

We are subject to period-to-period volatility in our reported U.S. GAAP results due to changes in market conditions and differences in the way our financial assets and liabilities are accounted for under U.S. GAAP. Our financial assets and liabilities expose us to interest-rate risk. We use derivatives, primarily interest rate swaps, as part of our strategy in managing this risk. Our derivatives are intended to economically hedge and manage the interest-rate sensitivity mismatch between our financial assets and liabilities. We are required under U.S. GAAP to carry derivatives at fair value on our consolidated balance sheets; however, the financial assets and liabilities for which we use derivatives to economically hedge are carried at amortized cost. Changes in interest rates and the shape of the swap curve result in periodic fluctuations in the fair value of our derivatives, which may cause volatility in our earnings because we do not apply hedge accounting for our interest rate swaps. As a result, the mark-to-market changes in our interest rate swaps are recorded in earnings. Because our derivative portfolio consists of a higher proportion of pay-fixed swaps, the majority of which are longer dated, than receive-fixed swaps, the majority of which are shorter dated, we generally record derivative losses when interest rates decline and derivative gains when interest rates rise. This earnings volatility generally is not indicative of the underlying economics of our business, as the derivative forward fair value gains or losses recorded each period may or may not be realized over time, depending on the terms of our derivative instruments and future changes in market conditions that impact the periodic cash settlement amounts of our interest rate swaps. Therefore, as discussed above under “Summary of Selected Financial Data,” management uses our non-GAAP adjusted measures to evaluate financial performance. Our adjusted financial results include the realized net periodic contractual interest expense amounts on our interest rate swaps but exclude the unrealized forward fair value gains and losses.

Financial Performance

Reported Results

We reported net income of \$190 million and TIER of 1.77 for the three months ended November 30, 2022 (“current quarter”), compared with net income of \$136 million and TIER of 1.78 for the three months ended November 30, 2021 (“same prior-year quarter”). We reported net income of \$352 million and TIER of 1.77 for the six months ended November 30, 2022 (“current year-to-date period”), compared with net income of \$45 million and TIER of 1.13 for the six months ended November 30, 2021 (“same prior year-to-date period”). The significant variances between our reported results for the current quarter and year-to-date period and the same prior-year quarter and year-to-date period are attributable to mark-to-market changes in the fair value of our derivative instruments. Our debt-to-equity ratio decreased to 12.64 as of November 30, 2022, from 13.59 as of May 31, 2022, primarily due to an increase in equity resulting from our reported net income of \$352 million for the current year-to-date period, which was partially offset by a decrease in equity attributable to the CFC Board of Directors’ authorized patronage capital retirement in July 2022 of \$59 million.

Current Quarter Reported Results

The increase in our reported net income of \$54 million to \$190 million for the current quarter from \$136 million for the same prior-year quarter was driven by an increase in derivative gains of \$101 million, partially offset by a decrease in net interest income of \$31 million and an unfavorable shift in the provision for credit losses of \$15 million. We recorded derivative gains of \$147 million for the current quarter, attributable to increases in interest rates across the entire swap curve. In comparison, we recorded derivative gains of \$46 million for the same prior-year quarter, primarily attributable to increases in medium- and longer-term swap interest rates. As noted above, the substantial majority of our swap portfolio consists of longer-dated, pay-fixed swaps. Therefore, increases and decreases in medium- and longer-term swap rates generally have a more pronounced corresponding impact on the change in the net fair value of our swap portfolio.

The decrease in net interest income of \$31 million, or 28%, to \$79 million for the current quarter was attributable to a decrease in the net interest yield of 50 basis points, or 34%, to 0.99%, partially offset by an increase in average interest-earning assets of \$2,207 million, or 7%. The decrease in the net interest yield reflected the combined impact of an increase in our average cost of borrowings of 79 basis points to 3.31%, partially offset by an increase in the average yield on our interest-earning assets of 25 basis points to 4.09% and an increase in the benefit from non-interest bearing funding of 4 basis points to 0.21%. The increase in our average cost of borrowings and average yield on interest-earning assets were driven by the continued increase in the federal funds rate. The increase in average interest-earning assets was primarily driven by growth in average total loans.

We recorded a provision for credit losses of \$12 million for the current quarter. In contrast, we recorded a benefit for credit losses of \$3 million for the same prior-year quarter. The current quarter provision for credit losses stemmed primarily from an increase in the asset-specific allowance for a nonperforming CFC power supply loan, attributable to a decrease in the expected payments on this loan. The benefit for credit losses recorded in the same prior-year quarter stemmed from the elimination of an asset-specific allowance of \$3 million attributable to nonperforming loans to two RTFC borrowers totaling \$9 million as a result of our receipt of full payment of all amounts due on these loans during the period.

Other factors affecting the variance between our reported results for the current quarter and the same prior-year quarter include the unfavorable impact of an increase in operating expenses of \$4 million, attributable to higher expenses recorded for salaries, business travel and in-person corporate meetings and events, offset by a decrease in losses recorded on our investment securities of \$4 million, primarily due to period-to-period market fluctuations in fair value.

Year-to-Date Reported Results

The increase in our reported net income of \$307 million to \$352 million for the current year-to-date period from \$45 million for the same prior year-to-date period was driven by a favorable shift in the change in the fair value of our derivatives of \$366 million, partially offset by a decrease in net interest income of \$42 million and an increase in the provision for credit losses of \$15 million. We recorded derivative gains of \$240 million for the current year-to-date period, attributable to increases in interest rates across the entire swap curve. In comparison, we recorded derivative losses of \$126 million for the same prior year-to-date period, attributable to a decrease in the net fair value of our swap portfolio resulting from decreases of longer-term swap interest rates during the period.

The decrease in net interest income of \$42 million, or 19%, to \$176 million for the current year-to-date period was attributable to a decrease in the net interest yield of 36 basis points, or 24%, to 1.12%, partially offset by an increase in average interest-earning assets of \$2,024 million, or 7%. The decrease in the net interest yield reflected the combined impact of an increase in our average cost of borrowings of 56 basis points to 3.08%, partially offset by an increase in the average yield on our interest-earning assets of 16 basis points to 4.00% and an increase in the benefit from non-interest bearing funding of 4 basis points to 0.20%. The increase in average interest-earning assets was primarily driven by growth in average total loans.

As mentioned above under “Current Quarter Reported Results,” the increases in the average cost of borrowings and average yield on interest-earning assets were driven by the continued increase in the federal funds rate. Specifically, we experienced an increase in our short-term and variable-rate borrowings and line of credit and variable-rate loans attributable to an overall increase in the federal funds rate of 375 basis points since November 30, 2021. On March 16, 2022, the Federal Open Market Committee (“FOMC”) of the Federal Reserve raised the target range for the federal funds rate by 0.25% to a range of 0.25% to 0.50%, the first rate increase since December 2018. The FOMC further raised the target range for the federal funds rate at each of its subsequent meetings held through November 2022, with the federal funds rate reaching a target range of 3.75% to 4.00% as of November 30, 2022.

We recorded a provision for credit losses of \$15 million for the current year-to-date period, compared with a provision for credit losses of less than \$1 million for the same prior year-to-date period. The current year-to-date period provision stemmed primarily from an increase in the asset-specific allowance for a nonperforming CFC power supply loan, attributable to a decrease in the expected payments on this loan. The provision for credit losses for the same prior year-to-date period reflected the offsetting impact of an increase in the collective allowance of \$4 million and a decrease in the asset-specific allowance of \$3 million, discussed further below under “Consolidated Results of Operations.”

Other factors affecting the variance between our reported results for the current year-to-date period and the same prior year-to-date period include the unfavorable impact of an increase in operating expenses of \$5 million, attributable to higher expenses recorded for salaries, business travel and in-person corporate meetings and events, partially offset by a decrease in losses recorded on our investment securities of \$2 million, primarily due to period-to-period market fluctuations in fair value.

Non-GAAP Adjusted Results

Adjusted net income totaled \$48 million and adjusted TIER was 1.20 for the current quarter, compared with adjusted net income of \$64 million and adjusted TIER of 1.32 for the same prior-year quarter. Adjusted net income totaled \$105 million and adjusted TIER was 1.23 for the current year-to-date period, compared with adjusted net income of \$118 million and adjusted TIER of 1.29 for the same prior year-to-date period. The adjusted TIER for the current periods and the same prior-year periods was well above our target of 1.10. While our goal is to maintain an adjusted debt-to-equity ratio of approximately 6.00-to-1, the adjusted debt-to-equity ratio increased to 6.54 as of November 30, 2022 from 6.24 as of May 31, 2022, and was above our targeted goal, largely due to an increase in adjusted liabilities resulting from additional borrowings to fund growth in our loan portfolio and the CFC Board of Directors' authorized patronage capital retirement in July 2022 of \$59 million, partially offset by our current year-to-date period adjusted net income.

Current Quarter Adjusted Results

The decrease in adjusted net income of \$16 million to \$48 million for the current quarter, from \$64 million for the same prior-year quarter was due primarily to an unfavorable shift in the provision for credit losses of \$15 million and an increase in operating expenses of \$4 million, partially offset by a decrease in losses recorded on our investment securities of \$4 million, as discussed above under "Current Quarter Reported Results."

Adjusted net interest income was \$84 million for both the current quarter and the same prior-year quarter, as the increase in average interest-earning assets of \$2,207 million, or 7%, primarily due to growth in average total loans, was offset by the decrease in the adjusted net interest yield of 8 basis points, or 7%, to 1.05%. The decrease in the adjusted net interest yield reflected the combined impact of an increase in our adjusted average cost of borrowings of 36 basis points to 3.25%, partially offset by an increase in the average yield on interest-earning assets of 25 basis points to 4.09% and an increase in the benefit from non-interest bearing funding of 3 basis points to 0.21%, driven by the continued increase in the federal funds rate, as discussed above.

Year-to-Date Adjusted Results

The decrease in adjusted net income of \$13 million to \$105 million for the current year-to-date period, from \$118 million for the same prior year-to-date period was due primarily to an increase in the provision for credit losses of \$15 million and an increase in operating expenses of \$5 million, partially offset by an increase in adjusted net interest income of \$6 million and a decrease in losses recorded on our investment securities of \$2 million. See above under "Year-to-Date Reported Results" for a discussion on the drivers of the current year-to-date period increase in the provision for credit losses and operating expenses, and decrease in the losses recorded on our investment securities.

The increase in adjusted net interest income of \$6 million, or 3%, to \$170 million, was attributable primarily to an increase in average interest-earning assets of \$2,024 million, or 7%, due to growth in average total loans, partially offset by the decrease in the adjusted net interest yield of 3 basis points, or 3%, to 1.08%. The decrease in the adjusted net interest yield reflected the combined impact of an increase in our adjusted average cost of borrowings of 21 basis points to 3.12%, partially offset by an increase in the average yield on interest-earning assets of 16 basis points to 4.00% and an increase in the benefit from non-interest bearing funding of 2 basis points to 0.20%, driven by the continued increase in the federal funds rate, as discussed above.

See "Non-GAAP Financial Measures" for additional information on our adjusted measures, including a reconciliation of these measures to the most directly comparable U.S. GAAP measures.

Lending Activity

Loans to members totaled \$31,577 million as of November 30, 2022, an increase of \$1,514 million, or 5%, from May 31, 2022, reflecting net increases in long-term and line of credit loans of \$825 million and \$688 million, respectively. The \$688 million increase in line of credit loans was largely attributable to funding provided for higher operating costs that our members experienced and broadband bridge loan financing. We experienced increases in CFC distribution loans, CFC power supply loans, NCSC loans and RTFC loans of \$1,012 million, \$292 million, \$201 million and \$9 million, respectively, partially offset by a decrease in CFC statewide and associate loans of \$1 million.

Long-term loan advances totaled \$1,651 million during the current year-to-date period, of which approximately 95% was provided to members for capital expenditures and approximately 2% was provided for the refinancing of loans made by other lenders. In comparison, long-term loan advances totaled \$1,506 million during the same prior year-to-date period, of which approximately 69% was provided to members for capital expenditures and approximately 29% was provided to members for other expenses, primarily to fund operating expenses attributable to the elevated power cost obligations incurred during the February 2021 polar vortex. Of the \$1,651 million total long-term loans advanced during the current year-to-date period, \$1,478 million were fixed-rate loan advances with a weighted average fixed-rate term of 18 years.

Of the total long-term loans advanced for capital expenditures during the current year-to-date period, approximately \$397 million was to provide funding for CFC electric distribution cooperative members' infrastructure investments in broadband projects. Our aggregate loans outstanding to CFC electric distribution cooperative members relating to broadband projects, which we started tracking in October 2017, increased to an estimated \$2,000 million as of November 30, 2022, from approximately \$1,647 million as of May 31, 2022.

Credit Quality

We believe the overall credit quality of our loan portfolio remained strong as of November 30, 2022. Historically, we have had limited defaults and losses on loans in our electric utility loan portfolio largely because of the essential nature of the service provided by electric utility cooperatives as well as other factors, such as limited rate regulation and competition, which we discuss further in the section "Credit Risk—Loan Portfolio Credit Risk." In addition, we generally lend to members on a senior secured basis, which reduces the risk of loss in the event of a borrower default. Loans outstanding to electric utility organizations of \$31,088 million and \$29,584 million as of November 30, 2022 and May 31, 2022, respectively, represented approximately 98% of total loans outstanding as of each respective date. Of our total loans outstanding, 92% and 93% were secured as of November 30, 2022 and May 31, 2022, respectively.

We had loans to the same three CFC electric power supply borrowers totaling \$203 million and \$228 million classified as nonperforming as of November 30, 2022 and May 31, 2022, respectively. Nonperforming loans represented 0.64% and 0.76% of total loans outstanding as of November 30, 2022 and May 31, 2022, respectively. The reduction in nonperforming loans of \$25 million during the current quarter was due to the partial charge-offs related to the nonperforming loans to Brazos Electric Power Cooperative, Inc. ("Brazos") and its wholly-owned subsidiary Brazos Sandy Creek Electric Cooperative Inc. ("Brazos Sandy Creek,") and the receipt of loan principal payments on the remaining outstanding nonperforming loan to a CFC electric power supply borrower. Loans to Brazos and Brazos Sandy Creek accounted for \$99 million and \$114 million of our total nonperforming loans as of November 30, 2022 and May 31, 2022, respectively. The nonperforming loans to these two borrowers were attributable to the borrowers' respective bankruptcy filings as a result of the impact of elevated wholesale electric power costs in Texas during the February 2021 polar vortex.

We experienced charge-offs totaling \$15 million for the CFC electric power supply loan portfolio related to Brazos and Brazos Sandy Creek nonperforming loans during the three and six months ended November 30, 2022, which resulted in an annualized net charge-off rate of 0.19% and 0.10% for the three and six months ended November 30, 2022, respectively. In comparison we had no loan charge-offs during the same prior-year periods. Prior to Brazos' and Brazos Sandy Creek's bankruptcy filings, we had not experienced any defaults or charge-offs in our electric utility and telecommunications loan portfolios since fiscal year 2013 and 2017, respectively.

In December 2022, we received a total of \$56 million in payments from Brazos in accordance with the provisions of the plan of reorganization, including the full amount of the secured portion of the loan. These payments reduced our loans outstanding to Brazos to \$22 million as of December 31, 2022, the entirety of which is unsecured, that we expect to receive

over the next six to 12 months. See section “Credit Risk—Credit Quality Indicators—Nonperforming Loans” below for additional information on Brazos and Brazos Sandy Creek.

Our allowance for credit losses was \$68 million as of both November 30, 2022 and May 31, 2022, while the allowance coverage ratio decreased slightly to 0.21% as of November 30, 2022 from 0.22% as of May 31, 2022. The allowance for credit losses reflected an increase in the collective allowance of \$2 million, primarily due to loan portfolio growth, offset by a decrease in the asset-specific allowance of \$2 million.

We provide additional information on the credit quality of our loan portfolio and the allowance for credit losses in the sections “Critical Accounting Estimates,” “Credit Risk—Credit Quality Indicators” and “Credit Risk—Allowance for Credit Losses,” and in “Note 4—Loans” and “Note 5—Allowance for Credit Losses” of this Report.

Financing Activity

We issue debt primarily to fund growth in our loan portfolio. As such, our debt outstanding generally increases and decreases in response to member loan demand. Total debt outstanding increased \$1,610 million, or 6%, to \$30,357 million as of November 30, 2022, due to borrowings to fund the increase in loans to members. Outstanding dealer commercial paper of \$1,351 million as of November 30, 2022 was within our quarter-end target range. We provide additional information on our financing activities under the “Consolidated Balance Sheet Analysis—Debt” section of this Report.

On September 7, 2022, Fitch affirmed CFC’s credit ratings and stable outlook. On December 7, 2022, S&P affirmed CFC’s credit ratings and stable outlook. Table 25 presents our credit ratings for each CFC debt product type as of November 30, 2022, which remain unchanged as of the date of this Report, in the “Liquidity Risk—Credit Ratings” section of this Report.

Liquidity

In addition to cash on hand, our primary sources of funds include member loan principal repayments, securities held in our investment portfolio, committed bank revolving lines of credit, committed loan facilities under the USDA Guaranteed Underwriter Program (“Guaranteed Underwriter Program”), revolving note purchase agreements with the Federal Agricultural Mortgage Corporation (“Farmer Mac”) and proceeds from debt issuances to our members and in the public capital markets. Although as a non-bank financial institution we are not subject to regulatory liquidity requirements, we monitor our liquidity and funding positions on an ongoing basis and assess our ability to meet our scheduled debt obligations and other cash flow requirements based on point-in-time metrics as well as forward-looking projections. Our liquidity and funding assessment takes into consideration amounts available under existing liquidity sources, the expected rollover of member short-term investments and scheduled loan principal repayment amounts, as well as our continued ability to access the private placement and public capital markets.

As of November 30, 2022, our available liquidity totaled \$7,164 million, consisting of: (i) cash and cash equivalents of \$272 million; (ii) investments in debt securities with an aggregate fair value of \$567 million, which is subject to change based on market fluctuations; (iii) up to \$2,597 million available under committed bank revolving line of credit agreements; (iv) up to \$775 million available under committed loan facilities under the Guaranteed Underwriter Program; and (v) up to \$2,953 million available under a Farmer Mac revolving note purchase agreement, subject to market conditions. In addition to our existing available liquidity of \$7,164 million as of November 30, 2022, we expect to receive \$1,491 million from scheduled long-term loan principal payments over the next 12 months.

Debt scheduled to mature over the next 12 months totaled \$7,538 million as of November 30, 2022, consisting of short-term borrowings of \$5,594 million and long-term and subordinated debt of \$1,944 million. The short-term borrowings scheduled maturity amount of \$5,594 million consists of member investments of \$3,853 million, dealer commercial paper of \$1,351 million and borrowings under a securities repurchase transaction of \$390 million. The long-term and subordinated scheduled debt obligations over the next 12 months of \$1,944 million consist of debt maturities and scheduled debt payment amounts.

Our available liquidity of \$7,164 million as of November 30, 2022 was \$374 million below our total scheduled debt obligations over the next 12 months of \$7,538 million. We believe we can continue to roll over our member short-term investments of \$3,853 million as of November 30, 2022, based on our expectation that our members will continue to

reinvest their excess cash in short-term investment products offered by CFC. Our members historically have maintained a relatively stable level of short-term investments in CFC in the form of commercial paper, select notes, daily liquidity fund notes and medium-term notes. Member short-term investments in CFC have averaged \$3,672 million over the last 12 fiscal quarter-end reporting periods. In addition, we expect to receive \$1,491 million from scheduled long-term loan principal payments over the next 12 months. Our available liquidity of \$7,164 million as of November 30, 2022 was \$3,479 million in excess of, or 1.9 times, our total scheduled debt obligations, excluding member short-term investments, over the next 12 months of \$3,685 million.

We expect to continue accessing the dealer commercial paper market as a cost-effective means of satisfying our incremental short-term liquidity needs. Although the intra-period amount of dealer commercial paper outstanding may fluctuate based on our liquidity requirements, our intent is to manage our short-term wholesale funding risk by maintaining dealer commercial paper outstanding at each quarter-end within a range of \$1,000 million and \$1,500 million. Maintaining our committed bank revolving line of credit agreements and continuing to be in compliance with the covenants of these agreements serve to mitigate our rollover risk, as we can draw on these facilities, if necessary, to repay dealer or member commercial paper that cannot be refinanced with similar debt. In addition, under master repurchase agreements we have with counterparties, we can obtain short-term funding in secured borrowing transactions by selling investment-grade corporate debt securities from our investment securities portfolio subject to an obligation to repurchase the same or similar securities at an agreed-upon price and date.

The issuance of long-term debt, which represents the most significant component of our funding, allows us to reduce our reliance on short-term borrowings, as well as effectively manage our refinancing and interest rate risk. We expect to continue to issue debt in the private placement and public capital markets to meet our funding needs and believe that we have sufficient sources of liquidity to meet our debt obligations and support our operations over the next 12 months.

We provide additional information on our liquidity profile and our primary sources and uses of funds, including projected amounts, by quarter, over each of the next six fiscal quarters through the quarter ending May 31, 2024, in the “Liquidity Risk” section of this Report.

COVID-19

We believe that the COVID-19 pandemic has not adversely affected our primary objective of providing our members with the credit products they need to fund their operations and that we have been able to successfully navigate the challenges of the COVID-19 pandemic to date. To date, we believe that the pandemic has not had a significant negative impact on the overall financial performance and credit quality of our members.

CFC has been able to maintain business continuity throughout the pandemic and has experienced no pandemic-related employee furloughs or layoffs. Although most health and safety restrictions in response to COVID-19 have been lifted, we cannot predict the potential future impact that the COVID-19 pandemic may have on our operations and financial performance, or the specific ways the pandemic may uniquely impact our members. We provide additional information on actions taken in response to the pandemic to protect the safety and health of our employees under “Item 1. Business—Human Capital Management” and “Item 7. MD&A—Executive Summary” in our 2022 Form 10-K. We discuss the potential adverse impact of natural disasters, including weather-related events such as the February 2021 polar vortex, and widespread health emergencies, such as COVID-19, on our business, results of operations, financial condition and liquidity under “Item 1A. Risk Factors—Operations and Business Risks” in our 2022 Form 10-K.

Electric Cooperative Industry Trends and Developments

We believe there are emerging developments and trends in the electric cooperative sector that continue to present opportunities as well as challenges for our electric cooperative members. These trends include: (i) expanded investments by many electric cooperatives to deploy broadband services to their members; (ii) inflation and supply chain disruptions; (iii) an increased focus on enhancing electric system resiliency and reliability; (iv) evolving relationships between certain electric cooperative power supply systems and electric cooperative distribution systems to increase investments in renewable power supply; and (v) growing support of beneficial electrification strategies to reduce overall carbon emissions, while also providing benefits to cooperative members. We provide additional information on these emerging developments and trends in the electric cooperative sector in “Item 7. MD&A—Executive Summary” in our 2022 Form 10-K.

On August 16, 2022, the U.S. Inflation Reduction Act (the “IRA”) was signed into law and it includes opportunities for electric cooperatives to fund clean energy projects such as solar, wind, stand-alone energy storage, carbon capture, and nuclear energy by allowing these entities to treat certain credits as direct payment rather than as a credit against their federal income tax liabilities. The IRA also provides nearly \$10 billion in grants and loans specifically for electric cooperatives to invest in clean energy projects and related infrastructure.

Outlook

As further described below in the “Liquidity Risk—Projected Near-Term Sources and Uses of Funds” section, we currently anticipate net long-term loan growth of \$1,254 million over the next 12 months. On December 15, 2022, the FOMC of the Federal Reserve raised the target range for the federal funds rate by 50 basis points, with the federal funds rate reaching a target range of 4.25% to 4.50%. The FOMC also signaled an expectation of ongoing increases in the federal funds rate and pointed to a consensus target rate of 5.10% by December 31, 2023, an increase from its September 2022 estimated target rate of 4.60%, stating its continued objective of returning the inflation rate to 2% over the longer-run. The yield curve has flattened throughout 2022, and has been inverted since June 2022, as shorter-term rates rose above longer-term rates, attributable to the increase in the target range for the federal funds rate by the FOMC. The consensus market outlook for interest rates as of December 2022 pointed to rising interest rates across the yield curve, with the yield curve remaining inverted until at least the third calendar quarter of 2024. Based on this yield curve forecast, we anticipate a decrease in our reported net interest income and reported net interest yield over the next 12 months relative to the prior 12-month period ended November 30, 2022. We also expect a modest decrease in our adjusted net interest income and adjusted net interest yield over the next 12 months relative to the prior 12-month period ended November 30, 2022, due to an anticipated significant reduction in our derivative net periodic cash settlements expense, which reduce our adjusted cost of borrowings.

We expect that our adjusted net income will remain flat over the next 12 months. However, we believe that our adjusted TIER will decrease slightly over the next 12 months, primarily attributable to our projected decrease in adjusted net interest yield based on our assumption that short-term interest rates will increase over the next 12 months. We believe that our adjusted debt-to-equity ratio will remain elevated above our target threshold of 6.00-to-1 due to a projected increase in total debt outstanding to fund anticipated growth in our loan portfolio. As discussed above, we are subject to earnings volatility, often significant, because we do not apply hedge accounting to our interest rate swaps. Therefore, the periodic unrealized fluctuations in the fair value of our interest rate swaps are recorded in our earnings. The variances in our earnings between periods are generally attributable to significant shifts in recorded unrealized derivative forward value gain and loss amounts. We exclude the impact of unrealized derivative forward fair value gains and losses from our non-GAAP adjusted measures.

We are unable to provide a reconciliation of our projected adjusted net income, adjusted TIER and adjusted debt-to-equity ratio to the most directly comparable GAAP measures or directional guidance for the most directly comparable GAAP measures on a forward-looking basis without unreasonable effort due to the significant shifts in the unrealized derivative forward value gains and losses recorded each period. The majority of our swaps are long-term, with an average remaining life of approximately 15 years as of November 30, 2022. We can reasonably estimate the realized net periodic derivative cash settlement amounts over the next 12 months for our interest rate swaps, which are typically based on the 3-month London Interbank Offered Rate (“LIBOR”) and the fixed rate of the swap. In contrast, the unrealized periodic derivative forward value gains and losses are largely based on future expected changes in longer-term interest rates, which we are unable to accurately predict for each reporting period over the next 12 months. Because unrealized periodic derivative forward value gain and loss amounts are a key driver of changes in our earnings between periods, this unavailable information is likely to have a significant impact on our reported net income, TIER and debt-to-equity ratio, which represent the most directly comparable GAAP measures. We provide reconciliations of our non-GAAP adjusted net income, adjusted TIER and adjusted debt-to-equity ratio to the most directly comparable GAAP measures for each reporting period included in this Report in the section “Non-GAAP Financial Measures.” These reconciliations illustrate the potential significant impact that unrealized derivative forward value gains and losses could have on our future reported net income, reported TIER and reported adjusted debt-to-equity ratio.

CRITICAL ACCOUNTING ESTIMATES

The preparation of financial statements in conformity with U.S. GAAP requires management to make a number of judgments, estimates and assumptions that affect the reported amount of assets, liabilities, income and expenses in our consolidated financial statements. Understanding our accounting policies and the extent to which we use management's judgment and estimates in applying these policies is integral to understanding our financial statements. We provide a discussion of our significant accounting policies in "Note 1—Summary of Significant Accounting Policies" in our 2022 Form 10-K.

Certain accounting estimates are considered critical because they involve significant judgments and assumptions about highly complex and inherently uncertain matters, and the use of reasonably different estimates and assumptions could have a material impact on our results of operations or financial condition. The determination of the allowance for expected credit losses over the remaining expected life of the loans in our loan portfolio involves a significant degree of management judgment and level of estimation uncertainty. As such, we have identified our accounting policy governing the estimation of the allowance for credit losses as a critical accounting estimate. We describe our allowance methodology and process for estimating the allowance for credit losses under "Note 1—Summary of Significant Accounting Policies—Allowance for Credit Losses—Loan Portfolio—Current Methodology" in our 2022 Form 10-K.

We identify the key inputs used in determining the allowance for credit losses, discuss the assumptions that require the most significant management judgment and contribute to the estimation uncertainty and disclose the sensitivity of our allowance to hypothetical changes in the assumptions underlying the calculation of our reported allowance for credit losses under "Item 7. MD&A—Critical Accounting Estimates" in our 2022 Form 10-K. Management established policies and control procedures intended to ensure that the methodology used for determining our allowance for credit losses, including any judgments and assumptions made as part of such method, are well-controlled and applied consistently from period to period. We regularly evaluate the key inputs and assumptions used in determining the allowance for credit losses and update them, as necessary, to better reflect present conditions, including current trends in credit performance and borrower risk profile, portfolio concentration risk, changes in risk-management practices, changes in the regulatory environment and other factors relevant to our loan portfolio segments. We did not change our allowance methodology or the nature of the underlying key inputs and assumptions used in measuring our allowance for credit losses during the current quarter.

Our allowance for credit losses was \$68 million as of both November 30, 2022 and May 31, 2022, while the allowance coverage ratio decreased slightly to 0.21% as of November 30, 2022 from 0.22% as of May 31, 2022. The allowance for credit losses reflected an increase in the collective allowance of \$2 million offset by a decrease in the asset-specific allowance of \$2 million.

We discuss the risks and uncertainties related to management's judgments and estimates in applying accounting policies that have been identified as a critical accounting estimates under "Item 1A. Risk Factors—Regulatory and Compliance Risks" in our 2022 Form 10-K. We provide additional information on the allowance for credit losses under the section "Credit Risk—Allowance for Credit Losses" and in "Note 5—Allowance for Credit Losses" of this Report.

RECENT ACCOUNTING CHANGES AND OTHER DEVELOPMENTS

Recent Accounting Changes

We provide information on recently adopted accounting standards and the adoption impact on CFC's consolidated financial statements and recently issued accounting standards not yet required to be adopted and the expected adoption impact in "Note 1—Summary of Significant Accounting Policies." To the extent we believe the adoption of new accounting standards has had or will have a material impact on our consolidated results of operations, financial condition or liquidity, we discuss the impact in the applicable section(s) of this MD&A.

CONSOLIDATED RESULTS OF OPERATIONS

This section provides a comparative discussion of our consolidated results of operations between the three months ended November 30, 2022 and November 30, 2021 and between the six months ended November 30, 2022 and November 30, 2021. Following this section, we provide a discussion and analysis of material changes between amounts reported on our consolidated balance sheet as of November 30, 2022 and amounts reported as of May 31, 2022. You should read these sections together with our “Executive Summary—Outlook” where we discuss trends and other factors that we expect will affect our future results of operations.

Net Interest Income

Net interest income, which is our largest source of revenue, represents the difference between the interest income earned on our interest-earning assets and the interest expense on our interest-bearing liabilities. Our net interest yield represents the difference between the yield on our interest-earning assets and the cost of our interest-bearing liabilities plus the impact of non-interest bearing funding. We expect net interest income and our net interest yield to fluctuate based on changes in interest rates and changes in the amount and composition of our interest-earning assets and interest-bearing liabilities. We do not fund each individual loan with specific debt. Rather, we attempt to minimize costs and maximize efficiency by proportionately funding large aggregated amounts of loans.

Table 2 presents average balances for the three and six months ended November 30, 2022 and 2021, and for each major category of our interest-earning assets and interest-bearing liabilities, the interest income earned or interest expense incurred, and the average yield or cost. Table 2 also presents non-GAAP adjusted interest expense, adjusted net interest income and adjusted net interest yield, which reflect the inclusion of net accrued periodic derivative cash settlements expense in interest expense. We provide reconciliations of our non-GAAP adjusted measures to the most comparable U.S. GAAP measures under “Non-GAAP Financial Measures.”

Table 2: Average Balances, Interest Income/Interest Expense and Average Yield/Cost

(Dollars in thousands)	Three Months Ended November 30,					
	2022			2021		
	Average Balance	Interest Income/Expense	Average Yield/Cost	Average Balance	Interest Income/Expense	Average Yield/Cost
Assets:						
Long-term fixed-rate loans ⁽¹⁾	\$27,405,209	\$ 280,590	4.11%	\$25,676,752	\$ 263,569	4.12%
Long-term variable-rate loans	823,877	9,446	4.60	782,452	4,334	2.22
Line of credit loans	2,516,283	29,001	4.62	2,124,507	11,640	2.20
Troubled debt restructuring (“TDR”) loans	8,560	177	8.29	9,533	182	7.66
Nonperforming loans	217,643	—	—	227,857	—	—
Other, net ⁽²⁾	—	(377)	—	—	(357)	—
Total loans	<u>30,971,572</u>	<u>318,837</u>	<u>4.13</u>	<u>28,821,101</u>	<u>279,368</u>	<u>3.89</u>
Cash and investment securities	794,794	5,357	2.70	738,204	3,784	2.06
Total interest-earning assets	\$31,766,366	\$ 324,194	4.09%	\$29,559,305	\$ 283,152	3.84%
Other assets, less allowance for credit losses ⁽³⁾	1,080,049			393,926		
Total assets ⁽³⁾	<u>\$32,846,415</u>			<u>\$29,953,231</u>		
Liabilities:						
Commercial paper	\$ 2,901,962	\$ 24,179	3.34%	\$ 2,274,073	\$ 1,809	0.32%
Other short-term borrowings	2,262,768	17,007	3.01	2,178,515	1,267	0.23
Short-term borrowings ⁽⁴⁾	5,164,730	41,186	3.20	4,452,588	3,076	0.28
Medium-term notes	5,689,824	41,506	2.93	4,504,988	26,115	2.33
Collateral trust bonds	7,366,514	66,995	3.65	7,125,605	62,688	3.53
Guaranteed Underwriter Program notes payable	6,247,517	44,634	2.87	6,162,377	42,470	2.76
Farmer Mac notes payable	3,028,920	24,757	3.28	3,189,139	12,775	1.61
Other notes payable	4,748	29	2.45	8,253	48	2.33
Subordinated deferrable debt	986,590	12,887	5.24	986,382	12,890	5.24
Subordinated certificates	1,237,156	13,450	4.36	1,253,323	13,534	4.33
Total interest-bearing liabilities	\$29,725,999	\$ 245,444	3.31%	\$27,682,655	\$ 173,596	2.52%
Other liabilities ⁽³⁾	794,873			950,203		
Total liabilities ⁽³⁾	<u>30,520,872</u>			<u>28,632,858</u>		
Total equity ⁽³⁾	2,325,543			1,320,373		
Total liabilities and equity ⁽³⁾	<u>\$32,846,415</u>			<u>\$29,953,231</u>		
Net interest spread ⁽⁵⁾			0.78%			1.32%
Impact of non-interest bearing funding ⁽⁶⁾			0.21			0.17
Net interest income/net interest yield ⁽⁷⁾		<u>\$ 78,750</u>	<u>0.99%</u>		<u>\$ 109,556</u>	<u>1.49%</u>
Adjusted net interest income/adjusted net interest yield:						
Interest income		\$ 324,194	4.09%		\$ 283,152	3.84%
Interest expense		245,444	3.31		173,596	2.52
Add: Net periodic derivative cash settlements interest (income) expense ⁽⁸⁾		(4,801)	(0.25)		25,952	1.22
Adjusted interest expense/adjusted average cost ⁽⁹⁾		<u>\$ 240,643</u>	<u>3.25%</u>		<u>\$ 199,548</u>	<u>2.89%</u>
Adjusted net interest spread ⁽⁷⁾			0.84			0.95
Impact of non-interest bearing funding ⁽⁶⁾			0.21			0.18
Adjusted net interest income/adjusted net interest yield ⁽¹⁰⁾		<u>\$ 83,551</u>	<u>1.05%</u>		<u>\$ 83,604</u>	<u>1.13%</u>

Six Months Ended November 30,

(Dollars in thousands)	2022			2021		
	Average Balance	Interest Income/Expense	Average Yield/Cost	Average Balance	Interest Income/Expense	Average Yield/Cost
Assets:						
Long-term fixed-rate loans ⁽¹⁾	\$27,255,211	\$ 556,715	4.07%	\$25,561,046	\$ 526,654	4.11%
Long-term variable-rate loans	791,958	16,317	4.11	773,048	8,612	2.22
Line of credit loans	2,412,464	48,880	4.04	2,133,233	23,261	2.17
TDR loans	8,848	355	8.00	9,730	374	7.67
Nonperforming loans	221,231	—	—	230,765	—	—
Other, net ⁽²⁾	—	(750)	—	—	(714)	—
Total loans	<u>30,689,712</u>	<u>621,517</u>	<u>4.04</u>	<u>28,707,822</u>	<u>558,187</u>	<u>3.88</u>
Cash and investment securities	788,413	9,655	2.44	746,389	8,233	2.20
Total interest-earning assets	\$31,478,125	\$ 631,172	4.00%	\$29,454,211	\$ 566,420	3.84%
Other assets, less allowance for credit losses ⁽³⁾	887,210	—	—	469,698	—	—
Total assets ⁽³⁾	<u><u>\$32,365,335</u></u>			<u><u>\$29,923,909</u></u>		
Liabilities:						
Commercial paper	\$ 2,878,740	\$ 38,792	2.69%	\$ 2,399,544	\$ 3,957	0.33%
Other short-term borrowings	2,216,736	26,603	2.39	2,072,422	2,512	0.24
Short-term borrowings ⁽⁴⁾	5,095,476	65,395	2.56	4,471,966	\$ 6,469	0.29
Medium-term notes	5,779,703	77,421	2.67	4,409,663	51,887	2.35
Collateral trust bonds	7,139,270	128,562	3.59	7,159,683	125,830	3.51
Guaranteed Underwriter Program notes payable	6,166,294	86,630	2.80	6,205,812	86,040	2.77
Farmer Mac notes payable	3,018,163	44,132	2.92	3,071,120	25,116	1.63
Other notes payable	4,732	57	2.40	8,247	96	2.32
Subordinated deferrable debt	986,563	25,775	5.21	986,357	25,772	5.21
Subordinated certificates	1,235,497	26,940	4.35	1,253,649	27,163	4.32
Total interest-bearing liabilities	\$29,425,698	\$ 454,912	3.08%	\$27,566,497	\$ 348,373	2.52%
Other liabilities ⁽³⁾	688,239	—	—	1,021,369	—	—
Total liabilities ⁽³⁾	<u>30,113,937</u>			<u>28,587,866</u>		
Total equity ⁽³⁾	<u>2,251,398</u>			<u>1,336,043</u>		
Total liabilities and equity ⁽³⁾	<u><u>\$32,365,335</u></u>			<u><u>\$29,923,909</u></u>		
Net interest spread ⁽⁵⁾			0.92%			1.32%
Impact of non-interest bearing funding ⁽⁶⁾			0.20			0.16
Net interest income/net interest yield ⁽⁷⁾		<u>\$ 176,260</u>	<u>1.12%</u>		<u>\$ 218,047</u>	<u>1.48%</u>
Adjusted net interest income/adjusted net interest yield:						
Interest income		\$ 631,172	4.00%		\$ 566,420	3.84%
Interest expense		454,912	3.08		348,373	2.52
Add: Net periodic derivative cash settlements interest expense ⁽⁸⁾		5,984	0.15		53,515	1.23
Adjusted interest expense/adjusted average cost ⁽⁹⁾		<u>\$ 460,896</u>	<u>3.12%</u>		<u>\$ 401,888</u>	<u>2.91%</u>
Adjusted net interest spread ⁽⁷⁾			0.88			0.93
Impact of non-interest bearing funding ⁽⁶⁾			0.20			0.18
Adjusted net interest income/adjusted net interest yield ⁽¹⁰⁾		<u>\$ 170,276</u>	<u>1.08%</u>		<u>\$ 164,532</u>	<u>1.11%</u>

(1) Interest income on long-term, fixed-rate loans includes loan conversion fees, which are generally deferred and recognized as interest income using the effective interest method.

(2) Consists of late payment fees and net amortization of deferred loan fees and loan origination costs.

(3) The average balance represents average monthly balances, which is calculated based on the month-end balance as of the beginning of the reporting period and the balances as of the end of each month included in the specified reporting period.

- ⁽⁴⁾ Short-term borrowings reported on our consolidated balance sheets consist of borrowings with an original contractual maturity of one year or less. However, short-term borrowings presented in Table 2 consist of commercial paper, select notes, daily liquidity fund notes and secured borrowings under repurchase agreements. Short-term borrowings presented on our consolidated balance sheets related to medium-term notes, Farmer Mac notes payable and other notes payable are reported in the respective category for presentation purposes in Table 2. The period-end amounts reported as short-term borrowings on our consolidated balance sheets, which are excluded from the calculation of average short-term borrowings presented in Table 2, totaled \$398 million and \$399 million as of November 30, 2022 and 2021, respectively.
- ⁽⁵⁾ Net interest spread represents the difference between the average yield on total average interest-earning assets and the average cost of total average interest-bearing liabilities. Adjusted net interest spread represents the difference between the average yield on total average interest-earning assets and the adjusted average cost of total average interest-bearing liabilities.
- ⁽⁶⁾ Includes other liabilities and equity.
- ⁽⁷⁾ Net interest yield is calculated based on annualized net interest income for the period divided by total average interest-earning assets for the period.
- ⁽⁸⁾ Represents the impact of net periodic contractual interest amounts on our interest rate swaps during the period. This amount is added to interest expense to derive non-GAAP adjusted interest expense. The average (benefit)/cost associated with derivatives is calculated based on the annualized net periodic swap settlement interest amount during the period divided by the average outstanding notional amount of derivatives during the period. The average outstanding notional amount of interest rate swaps was \$7,753 million and \$8,566 million for the three months ended November 30, 2022 and 2021, respectively. The average outstanding notional amount of interest rate swaps was \$7,864 million and \$8,654 million for the six months ended November 30, 2022 and 2021, respectively.
- ⁽⁹⁾ Adjusted interest expense consists of interest expense plus net periodic derivative cash settlements interest expense during the period. Net periodic derivative cash settlement interest amounts are reported on our consolidated statements of operations as a component of derivative gains (losses). Adjusted average cost is calculated based on annualized adjusted interest expense for the period divided by total average interest-bearing liabilities during the period.
- ⁽¹⁰⁾ Adjusted net interest yield is calculated based on annualized adjusted net interest income for the period divided by total average interest-earning assets for the period.

Table 3 displays the change in net interest income between periods and the extent to which the variance for each category of interest-earning assets and interest-bearing liabilities is attributable to: (i) changes in volume, which represents the change in the average balances of our interest-earning assets and interest-bearing liabilities or volume and (ii) changes in the rate, which represents the change in the average interest rates of these assets and liabilities. The table also presents the change in adjusted net interest income between periods.

Table 3: Rate/Volume Analysis of Changes in Interest Income/Interest Expense

(Dollars in thousands)	Three Months Ended November 30,			Six Months Ended November 30,		
	2022 versus 2021			2022 versus 2021		
	Total	Variance Due To: ⁽¹⁾		Total	Variance Due To: ⁽¹⁾	
Variance	Volume	Rate	Variance	Volume	Rate	
Interest income:						
Long-term fixed-rate loans	\$ 17,021	\$ 17,742	\$ (721)	\$ 30,061	\$ 34,906	\$ (4,845)
Long-term variable-rate loans.....	5,112	229	4,883	7,705	211	7,494
Line of credit loans	17,361	2,147	15,214	25,619	3,045	22,574
TDR loans	(5)	(19)	14	(19)	(34)	15
Other, net	(20)	—	(20)	(36)	—	(36)
Total loans	39,469	20,099	19,370	63,330	38,128	25,202
Cash and investment securities...	1,573	290	1,283	1,422	464	958
Total interest income	41,042	20,389	20,653	64,752	38,592	26,160
Interest expense:						
Commercial paper	22,370	499	21,871	34,835	790	34,045
Other short-term borrowings	15,740	49	15,691	24,091	175	23,916
Short-term borrowings	38,110	548	37,562	58,926	965	57,961
Medium-term notes	15,391	6,868	8,523	25,534	16,121	9,413
Collateral trust bonds	4,307	2,119	2,188	2,732	(359)	3,091
Guaranteed Underwriter Program notes payable	2,164	587	1,577	590	(548)	1,138
Farmer Mac notes payable	11,982	(642)	12,624	19,016	(433)	19,449
Other notes payable	(19)	(20)	1	(39)	(41)	2
Subordinated deferrable debt	(3)	3	(6)	3	5	(2)
Subordinated certificates	(84)	(175)	91	(223)	(393)	170
Total interest expense	71,848	9,288	62,560	106,539	15,317	91,222
Net interest income	\$ (30,806)	\$ 11,101	\$ (41,907)	\$ (41,787)	\$ 23,275	\$ (65,062)
Adjusted net interest income:						
Interest income	\$ 41,042	\$ 20,389	\$ 20,653	\$ 64,752	\$ 38,592	\$ 26,160
Interest expense	71,848	9,288	62,560	106,539	15,317	91,222
Net periodic derivative cash settlements interest expense ⁽²⁾	(30,753)	(2,463)	(28,290)	(47,531)	(4,890)	(42,641)
Adjusted interest expense ⁽³⁾	41,095	6,825	34,270	59,008	10,427	48,581
Adjusted net interest income	\$ (53)	\$ 13,564	\$ (13,617)	\$ 5,744	\$ 28,165	\$ (22,421)

⁽¹⁾The changes for each category of interest income and interest expense represent changes in either average balances (volume) or average rates for both interest-earning assets and interest-bearing liabilities. We allocate the amount attributable to the combined impact of volume and rate to the rate variance.

⁽²⁾For the net periodic derivative cash settlements interest amount, the variance due to average volume represents the change in the net periodic derivative cash settlements interest expense amount resulting from the change in the average notional amount of derivative contracts outstanding. The variance due to average rate represents the change in the net periodic derivative cash settlements amount resulting from the net difference between the average rate paid and the average rate received for interest rate swaps during the period.

⁽³⁾See “Non-GAAP Financial Measures” for additional information on our adjusted non-GAAP measures.

Reported Net Interest Income

Reported net interest income of \$79 million for the current quarter decreased \$31 million, or 28%, from the same prior-year-quarter, driven by a decrease in the net interest yield of 50 basis points, or 34%, to 0.99%, partially offset by an increase in average interest-earning assets of \$2,207 million, or 7%.

- *Average Interest-Earning Assets:* The increase in average interest-earning assets of 7% was attributable to growth in average total loans of \$2,150 million, or 7%, driven primarily by an increase in average long-term fixed-rate loans of \$1,728 million and an increase in average line of credit loans of \$392 million, as members continued to advance loans to fund capital expenditures and for working capital.
- *Net Interest Yield:* The decrease in the net interest yield of 50 basis points, or 34%, was primarily attributable to the combined impact of an increase in our average cost of borrowings of 79 basis points to 3.31%, which was partially offset by an increase in the average yield on interest-earning assets of 25 basis points to 4.09% and an increase in the benefit from non-interest bearing funding of 4 basis points to 0.21%. The increase in our average cost of borrowings and average yield on interest-earning assets were driven by the continued increase in the federal funds rate.

Reported net interest income of \$176 million for the current year-to-date period decreased \$42 million, or 19%, from the same prior year-to-date period, driven by a decrease in the net interest yield of 36 basis points, or 24%, to 1.12%, partially offset by an increase in average interest-earning assets of \$2,024 million, or 7%.

- *Average Interest-Earning Assets:* The increase in average interest-earning assets of 7% was attributable to growth in average total loans of \$1,982 million, or 7%, driven primarily by an increase in average long-term fixed-rate loans of \$1,694 million and an increase in average line of credit loans of \$279 million, as members continued to advance loans to fund capital expenditures and for working capital.
- *Net Interest Yield:* The decrease in the net interest yield of 36 basis points, or 24%, was primarily attributable to the combined impact of an increase in our average cost of borrowings of 56 basis points to 3.08%, which was partially offset by an increase in the average yield on interest-earning assets of 16 basis points to 4.00% and an increase in the benefit from non-interest bearing funding of 4 basis points to 0.20%. As mentioned above, the increases in the average cost of borrowings and average yield on interest-earning assets were driven by the continued increase in the federal funds rate. Specifically, we experienced an increase in our short-term and variable-rate borrowings and line of credit and variable-rate loans attributable to an overall increase in the federal funds rate of 375 basis points since November 30, 2021.

Adjusted Net Interest Income

Adjusted net interest income was \$84 million for both the current quarter and the same prior-year quarter, as an increase in average interest-earning assets of \$2,207 million, or 7%, was offset by a decrease in the adjusted net interest yield of 8 basis point, or 7%, to 1.05%.

- *Average Interest-Earning Assets:* The increase in average interest-earning assets of 7% during the current quarter was driven by the growth in average total loans of \$2,150 million, or 7%, attributable primarily to the increase in average long-term fixed-rate and line of credit loans as discussed above.
- *Adjusted Net Interest Yield:* The decrease in the adjusted net interest yield of 8 basis point, or 7%, reflected the combined impact of an increase in our adjusted average cost of borrowings of 36 basis points to 3.25%, partially offset by an increase in the average yield on interest-earning assets of 25 basis points to 4.09% and an increase in the benefit from non-interest bearing funding of 3 basis points to 0.21%, which were attributable to the continued increase in the federal funds rate as discussed above. Increases in the average yields on line of credit and variable-rate loans drove the increase in the average yield on interest-earning assets, while increases in interest rates on our short-term and variable-rate borrowings drove the increase in our adjusted average cost of borrowings.

Adjusted net interest income of \$170 million for the current year-to-date period increased \$6 million, or 3%, from the same prior year-to-date period driven by the combined impact of an increase in average interest-earning assets of \$2,024 million, or 7%, partially offset by a decrease in the adjusted net interest yield of 3 basis point, or 3%, to 1.08%.

- *Average Interest-Earning Assets:* The increase in average interest-earning assets of 7% during the current year-to-date period was driven by the growth in average total loans of \$1,982 million, or 7%, attributable primarily to the increase in average long-term fixed-rate and line of credit loans as discussed above.
- *Adjusted Net Interest Yield:* The decrease in the adjusted net interest yield of 3 basis point, or 3%, reflected the combined impact of an increase in our adjusted average cost of borrowings of 21 basis points to 3.12%, partially offset by an increase in the average yield on interest-earning assets of 16 basis points to 4.00% and an increase in the benefit from non-interest bearing funding of 2 basis points to 0.20%, which were attributable to the continued increase in the federal funds rate as discussed above. Increases in the average yields on line of credit and variable-rate loans drove the increase in the average yield on interest-earning assets, while increases in interest rates on our short-term and variable-rate borrowings drove the increase in our adjusted average cost of borrowings.

We include the net periodic derivative cash settlements interest expense amounts on our interest rate swaps in the calculation of our adjusted average cost of borrowings, which, as a result, also impacts the calculation of adjusted net interest income and adjusted net interest yield. We recorded net periodic derivative cash settlements interest income of \$5 million for the current quarter, compared with derivative cash settlements interest expense of \$26 million for the same prior-year quarter. We recorded net periodic derivative cash settlements interest expense of \$6 million for the current year-to-date period, compared with \$54 million for the same prior year-to-date period.

The floating-rate payments on our interest rate swaps are typically based on 3-month LIBOR. Because our derivative portfolio consists of a higher proportion of pay-fixed swaps than receive-fixed swaps, the net periodic derivative cash settlements interest expense amounts generally change based on changes in the floating interest amount received each period. When the 3-month LIBOR rate increases during the period, the received floating interest amounts on our pay-fixed swaps increase and, conversely, when the 3-month LIBOR swap rate decreases, the received floating interest amounts on our pay-fixed swaps decrease. The 3-month LIBOR rate increased during the current quarter and year-to-date period resulting in an increase in received floating interest amounts and contributing to a net periodic derivative cash settlements interest income in the current quarter and a lower net periodic derivative cash settlements interest expense amount in the current year-to-date period. In contrast, the 3-month LIBOR rate increase was more modest during the same prior-year periods, resulting in a lower increase in received floating interest amounts and contributing to a modest reduction in net periodic derivative cash settlements interest expense amounts in the same prior-year periods, when compared to the current-year periods.

See “Non-GAAP Financial Measures” for additional information on our adjusted measures, including a reconciliation of these measures to the most comparable U.S. GAAP measures.

Provision for Credit Losses

Our provision for credit losses each period is driven by changes in our measurement of lifetime expected credit losses for our loan portfolio recorded in the allowance for credit losses. Our allowance for credit losses was \$68 million as of both November 30, 2022 and May 31, 2022, while the allowance coverage ratio decreased slightly to 0.21% as of November 30, 2022 from 0.22% as of May 31, 2022.

We recorded a provision for credit losses of \$12 million for the current quarter. In contrast, we recorded a benefit for credit losses of \$3 million for the same prior-year quarter. The current quarter provision stemmed primarily from an increase in the asset-specific allowance for a nonperforming CFC power supply loan, attributable to a decrease in the expected payments on this loan. The benefit for credit losses recorded in the same prior-year quarter stemmed from the elimination of an asset-specific allowance of \$3 million attributable to nonperforming loans two RTFC borrowers totaling \$9 million as a result of our receipt of full payment of all amounts due on these loans during the period.

We recorded a provision for credit losses of \$15 million for the current year-to-date period, compared with a provision for credit losses of less than \$1 million for the same prior year-to-date period. The provision for the current year-to-date period was driven primarily by an increase in the asset-specific allowance as discussed above. The provision for credit losses for the same prior year-to-date period reflected the offsetting impact of an increase in the collective allowance of \$4 million and a decrease in the asset-specific allowance of \$3 million as discussed above. The increase in the collective allowance was

driven by an increase in the default rates utilized in measuring our collective allowance for credit losses, shifts in borrower risk rating grades and an increase in loans outstanding.

We discuss our methodology for estimating the allowance for credit losses in “Note 1—Summary of Significant Accounting Policies—Allowance for Credit Losses—Current Methodology” in our 2022 Form 10-K and provide additional information on our allowance for credit losses under the “Credit Risk—Allowance for Credit Losses” section and in “Note 5—Allowance for Credit Losses” of this Report.

Non-Interest Income

Non-interest income consists of fee and other income, gains and losses on derivatives not accounted for in hedge accounting relationships and gains and losses on equity and debt investment securities, which consists of both unrealized and realized gains and losses.

Table 4 presents the components of non-interest income (loss) recorded in our consolidated statements of operations for the three and six months ended November 30, 2022 and 2021.

Table 4: Non-Interest Income

(Dollars in thousands)	Three Months Ended November 30,		Six Months Ended November 30,	
	2022	2021	2022	2021
Non-interest income components:				
Fee and other income	\$ 4,166	\$ 4,831	\$ 8,222	\$ 8,772
Derivative gains (losses).....	146,790	46,086	240,377	(126,077)
Investment securities losses	(493)	(4,344)	(4,172)	(6,569)
Total non-interest income (loss)	<u>\$ 150,463</u>	<u>\$ 46,573</u>	<u>\$ 244,427</u>	<u>\$ (123,874)</u>

The significant variance in non-interest income between the current-year periods and the same prior-year periods was primarily attributable to changes in the derivative gains (losses) recognized in our consolidated statements of operations. In addition, we experienced a decrease in the losses recorded on our debt and equity investment securities of \$4 million and \$2 million for the current quarter and year-to-date period, respectively, compared with the same prior-year periods. We expect period-to-period market fluctuations in the fair value of our equity and debt investment securities, which we report together with realized gains and losses from the sale of investment securities on our consolidated statements of operations.

Derivative Gains (Losses)

Our derivative instruments are an integral part of our interest rate risk management strategy. Our principal purpose in using derivatives is to manage our aggregate interest rate risk profile within prescribed risk parameters. The derivative instruments we use primarily include interest rate swaps, which we typically hold to maturity. In addition, we may on occasion use treasury locks to manage the interest rate risk associated with debt that is scheduled to reprice in the future. The primary factors affecting the fair value of our derivatives and derivative gains (losses) recorded in our results of operations include changes in interest rates, the shape of the swap curve and the composition of our derivative portfolio. We generally do not designate our interest rate swaps, which currently account for all our derivatives, for hedge accounting. Accordingly, changes in the fair value of interest rate swaps are reported in our consolidated statements of operations under derivative gains (losses). However, if we execute a treasury lock, we typically designate the treasury lock as a cash flow hedge. We did not have any derivatives designated as accounting hedges as of November 30, 2022 or May 31, 2022.

We currently use two types of interest rate swap agreements: (i) we pay a fixed rate of interest and receive a variable rate of interest (“pay-fixed swaps”), and (ii) we pay a variable rate of interest and receive a fixed rate of interest (“receive-fixed swaps”). The interest amounts are based on a specified notional balance, which is used for calculation purposes only. The benchmark variable rate for the substantial majority of the floating-rate payments under our swap agreements is 3-month LIBOR. As interest rates decline, pay-fixed swaps generally decrease in value and result in the recognition of derivative losses, as the amount of interest we pay remains fixed, while the amount of interest we receive declines. In contrast, as interest rates rise, pay-fixed swaps generally increase in value and result in the recognition of derivative gains, as the amount of interest we pay remains fixed, but the amount we receive increases. With a receive-fixed swap, the opposite results occur

as interest rates decline or rise. Our derivative portfolio consists of a higher proportion of pay-fixed swaps than receive-fixed swaps; therefore, we generally record derivative losses when interest rates decline and derivative gains when interest rates rise. Because our pay-fixed and receive-fixed swaps are referenced to different maturity terms along the swap curve, different changes in the swap curve—parallel, flattening, inversion or steepening—will also impact the fair value of our derivatives.

Table 5 presents the components of net derivative gains (losses) recorded in our consolidated statements of operations for the three and six months ended November 30, 2022 and 2021. Derivative cash settlements interest income (expense) represents the net periodic contractual interest amount for our interest-rate swaps during the reporting period. Derivative forward value gains (losses) represent the change in fair value of our interest rate swaps during the applicable reporting period due to changes in expected future interest rates over the remaining life of our derivative contracts.

Table 5: Derivative Gains (Losses)

(Dollars in thousands)	Three Months Ended November 30,		Six Months Ended November 30,	
	2022	2021	2022	2021
Derivative gains (losses) attributable to:				
Derivative cash settlements interest income (expense)	\$ 4,801	\$ (25,952)	\$ (5,984)	\$ (53,515)
Derivative forward value gains (losses)	141,989	72,038	246,361	(72,562)
Derivative gains (losses)	<u>\$ 146,790</u>	<u>\$ 46,086</u>	<u>\$ 240,377</u>	<u>\$ (126,077)</u>

We recorded derivative gains of \$147 million for the current quarter, attributable to increases in interest rates across the entire swap curve during the period. In comparison, we recorded derivative gains of \$46 million for the same prior-year quarter, primarily attributable to increases in medium-to-longer term swap rates during the period, namely the two- to 10-year swap rates.

We recorded derivative gains of \$240 million for the current year-to-date period, attributable to increases in interest rates across the entire swap curve during the period. In comparison, we recorded derivative losses of \$126 million for the same prior year-to-date period, primarily attributable to decreases in longer-term swap rates during the period, namely the 10- to 30-year swap rates.

As noted above, the substantial majority of our swap portfolio consists of longer-dated, pay-fixed swaps. Therefore, increases and decreases in medium- and longer-term swap rates generally have a more pronounced corresponding impact on the change in the net fair value of our swap portfolio. We present comparative swap curves, which depict the relationship between swap rates at varying maturities, for our reported periods in Table 7 below.

Table 6 displays, by interest rate swap agreement type, the average notional amount and the weighted-average interest rate paid and received for the net periodic derivative cash settlements interest income (expense) during each respective period. As discussed above, our derivative portfolio consists of a higher proportion of pay-fixed swaps than receive-fixed swaps, with pay-fixed swaps accounting for approximately 78% and 75% of the outstanding notional amount of our derivative portfolio as of November 30, 2022 and May 31, 2022, respectively.

Table 6: Derivatives—Average Notional Amounts and Interest Rates

(Dollars in thousands)	Three Months Ended November 30,					
	2022			2021		
	Average Notional Amount	Weighted-Average Rate		Average Notional Amount	Weighted-Average Rate	
	Paid	Received		Paid	Received	
Interest rate swap type:						
Pay-fixed swaps	\$ 5,967,552	2.60%	3.67%	\$ 6,167,411	2.61%	0.15%
Receive-fixed swaps	1,785,933	4.22	2.91	2,399,000	0.87	2.80
Total	<u>\$ 7,753,485</u>	<u>2.98%</u>	<u>3.49%</u>	<u>\$ 8,566,411</u>	<u>2.12%</u>	<u>0.90%</u>

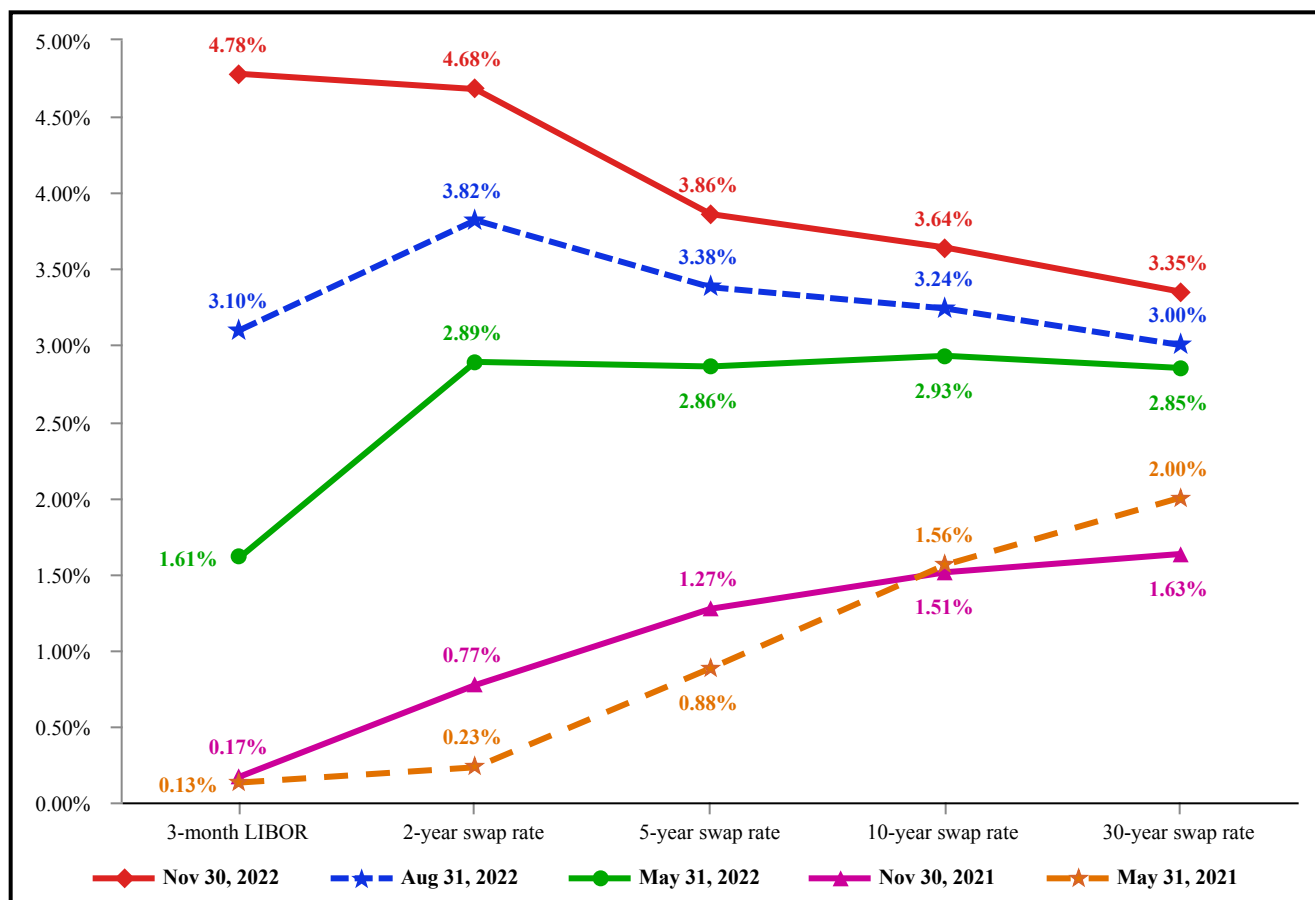
(Dollars in thousands)	Six Months Ended November 30,					
	2022			2021		
	Average Notional Amount	Weighted-Average Rate		Average Notional Amount	Weighted-Average Rate	
		Paid	Received		Paid	Received
Interest rate swap type:						
Pay-fixed swaps	\$ 5,980,187	2.60%	2.91%	\$ 6,255,473	2.62%	0.15%
Receive-fixed swaps	1,883,497	3.45	2.89	2,399,000	0.88	2.80
Total	<u>\$ 7,863,684</u>	<u>2.80%</u>	<u>2.90%</u>	<u>\$ 8,654,473</u>	2.14%	0.89%

The average remaining maturity of our pay-fixed and receive-fixed swaps was 19 years and three years, respectively, as of both November 30, 2022 and November 30, 2021.

Comparative Swap Curves

Table 7 below provides comparative swap curves as of November 30, 2022, August 31, 2022, May 31, 2022, November 30, 2021 and May 31, 2021.

Table 7: Comparative Swap Curves



Benchmark rates obtained from Bloomberg.

See “Note 9—Derivative Instruments and Hedging Activities” for additional information on our derivative instruments. Also refer to “Note 14—Fair Value Measurement” to the Consolidated Financial Statements in our 2022 Form 10-K for information on how we measure the fair value of our derivative instruments.

Non-Interest Expense

Non-interest expense consists of salaries and employee benefit expense, general and administrative expenses, gains and losses on the early extinguishment of debt and other miscellaneous expenses. Table 8 presents the components of non-interest expense recorded in our consolidated statements of operations for the three and six months ended November 30, 2022 and 2021.

Table 8: Non-Interest Expense

(Dollars in thousands)	Three Months Ended November 30,		Six Months Ended November 30,	
	2022	2021	2022	2021
Non-interest expense components:				
Salaries and employee benefits.....	\$ (14,206)	\$ (12,380)	\$ (27,984)	\$ (25,690)
Other general and administrative expenses	(13,041)	(10,715)	(24,782)	(21,615)
Operating expenses	(27,247)	(23,095)	(52,766)	(47,305)
Other non-interest expense	(355)	(431)	(677)	(687)
Total non-interest expense.....	<u>\$ (27,602)</u>	<u>\$ (23,526)</u>	<u>\$ (53,443)</u>	<u>\$ (47,992)</u>

Non-interest expense of \$28 million and \$53 million for current quarter and year-to-date period, respectively, increased \$4 million, or 17%, and \$5 million, or 11%, respectively, from the same prior-year periods, primarily attributable to an increase in operating expenses, driven by higher expenses recorded for salaries, business travel and in-person corporate meetings and events.

Net Income (Loss) Attributable to Noncontrolling Interests

Net income (loss) attributable to noncontrolling interests represents 100% of the results of operations of NCSC and RTFC, as the members of NCSC and RTFC own or control 100% of the interest in their respective companies. The fluctuations in net income (loss) attributable to noncontrolling interests are primarily due to changes in the fair value of NCSC's derivative instruments recognized in NCSC's earnings.

We recorded net income attributable to noncontrolling interests of less than \$1 million for the current quarter. In comparison, we recorded a net income attributable to noncontrolling interests of \$1 million for the same prior-year quarter. We recorded net income attributable to noncontrolling interests of less than \$1 million for both the current year-to-date period and the same prior year-to-date period.

CONSOLIDATED BALANCE SHEET ANALYSIS

Total assets increased \$1,937 million, or 6%, to \$33,188 million as of November 30, 2022, primarily due to growth in our loan portfolio. We experienced an increase in total liabilities of \$1,645 million, or 6%, to \$30,755 million as of November 30, 2022, largely due to the issuances of debt to fund the growth in our loan portfolio. Total equity increased \$292 million to \$2,434 million as of November 30, 2022, attributable to our reported net income of \$352 million for the current year-to-date period, which was partially offset by the CFC Board of Directors' authorized patronage capital retirement in July 2022 of \$59 million.

Below is a discussion of changes in the major components of our assets and liabilities during the current quarter. Period-end balance sheet amounts may vary from average balance sheet amounts due to liquidity and balance sheet management activities that are intended to manage our liquidity requirements and market risk exposure in accordance with our risk appetite framework.

Loan Portfolio

We segregate our loan portfolio into segments, by legal entity, based on the borrower member class, which consists of CFC distribution, CFC power supply, CFC statewide and associate, NCSC and RTFC. We offer both long-term and line of credit loans to our borrowers. Under our long-term loan facilities, a borrower may select a fixed interest rate or a variable interest

rate at the time of each loan advance. Line of credit loans are revolving loan facilities and generally have a variable interest rate. We describe and provide additional information on our member classes under “Item 1. Business—Members” and information about our loan programs and loan product types under “Item 1. Business—Loan and Guarantee Programs” in our 2022 Form 10-K.

Loans Outstanding

Loans to members totaled \$31,577 million and \$30,063 million as of November 30, 2022 and May 31, 2022, respectively. Loans to CFC distribution and power supply borrowers accounted for 95% and 96% of total loans to members as of November 30, 2022 and May 31, 2022, respectively. The increase in loans to members of \$1,514 million, or 5%, from May 31, 2022, was attributable to net increases in long-term and line of credit loans of \$825 million and \$688 million, respectively. The \$688 million increase in line of credit loans was primarily attributable to funding provided for higher operating costs that our members experienced and broadband bridge loan financing. We experienced increases in CFC distribution loans, CFC power supply loans, NCSC loans and RTFC loans of \$1,012 million, \$292 million, \$201 million and \$9 million, respectively, partially offset by a decrease in CFC statewide and associate loans of \$1 million.

Long-term loan advances totaled \$1,651 million during the current year-to-date period, of which approximately 95% was provided to members for capital expenditures and approximately 2% was provided for the refinancing of loans made by other lenders. In comparison, long-term loan advances totaled \$1,506 million during the same prior year-to-date period, of which approximately 69% was provided to members for capital expenditures and approximately 29% was provided to members for other expenses, primarily to fund operating expenses attributable to the elevated power cost obligations incurred during the February 2021 polar vortex. Of the \$1,651 million total long-term loans advanced during the current year-to-date period, \$1,478 million were fixed-rate loan advances with a weighted average fixed-rate term of 18 years.

Of the total long-term loans advanced for capital expenditures during the current year-to-date period, approximately \$397 million was to provide funding for members’ infrastructure investments in broadband projects. Our aggregate loans outstanding to CFC electric distribution cooperative members relating to broadband projects, which we started tracking in October 2017, increased to an estimated \$2,000 million as of November 30, 2022, from approximately \$1,647 million as of May 31, 2022.

We provide information on the credit performance and risk profile of our loan portfolio below under the section “Credit Risk—Loan Portfolio Credit Risk.” Also refer to “Note 4—Loans” for addition information on our loans to members.

Debt

We utilize both short-term borrowings and long-term debt as part of our funding strategy and asset/liability interest rate risk management. We seek to maintain diversified funding sources, including our members, affiliates, the capital markets and other funding sources, across products, programs and markets to manage funding concentrations and reduce our liquidity or debt rollover risk. Our funding sources include a variety of secured and unsecured debt securities, in a wide range of maturities, to our members, affiliates, the capital markets and other funding sources.

Debt Outstanding

Table 9 displays the composition, by product type, of our outstanding debt as of November 30, 2022 and May 31, 2022. Table 9 also displays the composition of our debt based on several additional selected attributes.

Table 9: Debt—Total Debt Outstanding

(Dollars in thousands)	November 30, 2022	May 31, 2022	Change
Debt product type:			
Commercial paper:			
Members, at par	\$ 1,163,918	\$ 1,358,069	\$ (194,151)
Dealer, net of discounts	1,351,270	1,024,813	326,457
Total commercial paper	<u>2,515,188</u>	<u>2,382,882</u>	<u>132,306</u>
Select notes, members	1,873,476	1,753,441	120,035
Daily liquidity fund notes, members	417,146	427,790	(10,644)
Securities sold under repurchase agreements	389,943	—	389,943
Medium-term notes:			
Members, at par	680,653	667,451	13,202
Dealer, net of discounts	5,290,586	5,241,687	48,899
Total medium-term notes	<u>5,971,239</u>	<u>5,909,138</u>	<u>62,101</u>
Collateral trust bonds	7,595,077	6,848,490	746,587
Guaranteed Underwriter Program notes payable	6,317,352	6,105,473	211,879
Farmer Mac notes payable	3,047,486	3,094,679	(47,193)
Other notes payable	4,729	4,714	15
Subordinated deferrable debt	986,624	986,518	106
Members' subordinated certificates:			
Membership subordinated certificates	628,608	628,603	5
Loan and guarantee subordinated certificates	363,781	365,388	(1,607)
Member capital securities	246,163	240,170	5,993
Total members' subordinated certificates	<u>1,238,552</u>	<u>1,234,161</u>	<u>4,391</u>
Total debt outstanding	<u>\$ 30,356,812</u>	<u>\$ 28,747,286</u>	<u>\$ 1,609,526</u>
Security type:			
Secured debt	57%	56%	
Unsecured debt	43	44	
Total	<u>100%</u>	<u>100%</u>	
Funding source:			
Members	18%	19%	
Private placement:			
Guaranteed Underwriter Program notes payable	21	21	
Farmer Mac notes payable	10	11	
Total private placement	<u>31</u>	<u>32</u>	
Capital markets	51	49	
Total	<u>100%</u>	<u>100%</u>	
Interest rate type:			
Fixed-rate debt	78%	77%	
Variable-rate debt	22	23	
Total	<u>100%</u>	<u>100%</u>	
Interest rate type, including the impact of swaps:			
Fixed-rate debt ⁽¹⁾	92%	91%	
Variable-rate debt ⁽²⁾	8	9	
Total	<u>100%</u>	<u>100%</u>	
Maturity classification:⁽³⁾			
Short-term borrowings	18%	17%	
Long-term and subordinated debt ⁽⁴⁾	82	83	
Total	<u>100%</u>	<u>100%</u>	

⁽¹⁾ Includes variable-rate debt that has been swapped to a fixed rate, net of any fixed-rate debt that has been swapped to a variable rate.

- (2) Includes fixed-rate debt that has been swapped to a variable rate, net of any variable-rate debt that has been swapped to a fixed rate. Also includes commercial paper notes, which generally have maturities of less than 90 days. The interest rate on commercial paper notes does not change once the note has been issued; however, the interest rate for new commercial paper issuances changes daily.
- (3) Borrowings with an original contractual maturity of one year or less are classified as short-term borrowings. Borrowings with an original contractual maturity of greater than one year are classified as long-term debt.
- (4) Consists of long-term debt, subordinated deferrable debt and total members' subordinated debt reported on our consolidated balance sheets. Maturity classification is based on the original contractual maturity as of the date of issuance of the debt.

We issue debt primarily to fund growth in our loan portfolio. As such, our debt outstanding generally increases and decreases in response to member loan demand. Total debt outstanding increased \$1,610 million, or 6%, to \$30,357 million as of November 30, 2022, due to borrowings to fund the increase in loans to members. Outstanding dealer commercial paper of \$1,351 million as of November 30, 2022 was within our quarter-end target range of \$1,000 million and \$1,500 million.

Below is a summary of significant financing activities during the current year-to-date period:

- On June 15, 2022, we amended the revolving note purchase agreement with Farmer Mac to increase the maximum borrowing availability to \$6,000 million from \$5,500 million, and extend the draw period from June 30, 2026 to June 30, 2027.
- On August 17, 2022, we issued \$400 million aggregate principal amount of 4.15% sustainability collateral trust bonds due December 15, 2032.
- On August 22, 2022 and October 4, 2022, we borrowed \$200 million with each transaction under the Farmer Mac revolving note purchase agreement.
- On August 29, 2022 and October 13, 2022, we borrowed \$100 million and \$200 million, respectively, under the Guaranteed Underwriter Program.
- On October 20, 2022, we amended the three-year and four-year revolving credit agreements to extend the maturity dates to November 28, 2025 and November 28, 2026, respectively, and to replace LIBOR with Term Secured Overnight Financing Rate ("SOFR").
- On October 31, 2022, we issued \$350 million aggregate principal amount of 5.80% collateral trust bonds due January 15, 2033 and \$500 million aggregate principal amount of dealer medium-term notes at a fixed rate of 5.45% due on October 30, 2025.

Member Investments

Debt securities issued to our members represent an important, stable source of funding. Table 10 displays member debt outstanding, by product type, as of November 30, 2022 and May 31, 2022.

Table 10: Debt—Member Investments

(Dollars in thousands)	November 30, 2022		May 31, 2022		Change
	Amount	% of Total ⁽¹⁾	Amount	% of Total ⁽¹⁾	
Member investment product type:					
Commercial paper	\$ 1,163,918	46%	\$ 1,358,069	57%	\$ (194,151)
Select notes	1,873,476	100	1,753,441	100	120,035
Daily liquidity fund notes	417,146	100	427,790	100	(10,644)
Medium-term notes	680,653	11	667,451	11	13,202
Members' subordinated certificates	1,238,552	100	1,234,161	100	4,391
Total member investments	<u>\$ 5,373,745</u>		<u>\$ 5,440,912</u>		<u>\$ (67,167)</u>
Percentage of total debt outstanding	18%		19%		

⁽¹⁾ Represents outstanding debt attributable to members for each debt product type as a percentage of the total outstanding debt for each debt product type.

Member investments accounted for 18% and 19% of total debt outstanding as of November 30, 2022 and May 31, 2022, respectively. Over the last twelve fiscal quarters, our member investments have averaged \$5,215 million, calculated based on outstanding member investments as of the end of each fiscal quarter during the period.

Short-Term Borrowings

Short-term borrowings consist of borrowings with an original contractual maturity of one year or less and do not include the current portion of long-term debt. Short-term borrowings increased to \$5,594 million as of November 30, 2022, from \$4,981 million as of May 31, 2022, primarily due to an increase in dealer commercial paper and borrowings under repurchase agreements. Short-term borrowings accounted for 18% and 17% of total debt outstanding as of November 30, 2022 and May 31, 2022, respectively.

See “Liquidity Risk” below and “Note 6—Short-Term Borrowings” for information on the composition of our short-term borrowings.

Long-Term and Subordinated Debt

Long-term debt, defined as debt with an original contractual maturity term of greater than one year, primarily consists of medium-term notes, collateral trust bonds, notes payable under the Guaranteed Underwriter Program and notes payable under the Farmer Mac revolving note purchase agreement. Subordinated debt consists of subordinated deferrable debt and members’ subordinated certificates. Our subordinated deferrable debt and members’ subordinated certificates have original contractual maturity terms of greater than one year. Long-term and subordinated debt increased to \$24,763 million as of November 30, 2022, from \$23,766 million as of May 31, 2022, primarily due to the issuance of \$750 million of collateral trust bonds to fund loan portfolio growth during the current year-to-date period. Long-term and subordinated debt accounted for 82% and 83% of total debt outstanding as of November 30, 2022 and May 31, 2022, respectively.

We provide additional information on our long-term debt below under the “Liquidity Risk” section and in “Note 7—Long-Term Debt” and “Note 8—Subordinated Deferrable Debt” of this Report.

Equity

Table 11 presents the components of total CFC equity and total equity as of November 30, 2022 and May 31, 2022.

Table 11: Equity

(Dollars in thousands)	November 30, 2022	May 31, 2022
Equity components:		
Membership fees and educational fund:		
Membership fees	\$ 968	\$ 970
Educational fund	1,891	2,417
Total membership fees and educational fund	<u>2,859</u>	3,387
Patronage capital allocated	896,096	954,988
Members' capital reserve	<u>1,062,286</u>	1,062,286
Total allocated equity	<u>1,961,241</u>	2,020,661
Unallocated net income (loss):		
Prior fiscal year-end cumulative derivative forward value gains (losses) ⁽¹⁾	92,363	(461,162)
Year-to-date derivative forward value gains ⁽¹⁾	<u>244,577</u>	553,525
Period-end cumulative derivative forward value gains ⁽¹⁾	<u>336,940</u>	92,363
Other unallocated net income (loss)	<u>106,132</u>	(709)
Unallocated net income	<u>443,072</u>	91,654
CFC retained equity	<u>2,404,313</u>	2,112,315
Accumulated other comprehensive income	<u>2,080</u>	2,258
Total CFC equity	<u>2,406,393</u>	2,114,573
Noncontrolling interests	<u>27,319</u>	27,396
Total equity	<u>\$ 2,433,712</u>	<u>\$ 2,141,969</u>

⁽¹⁾Represents derivative forward value gains (losses) for CFC only, as total CFC equity does not include the noncontrolling interests of the variable interest entities NCSC and RTFC, which we are required to consolidate. We present the consolidated total derivative forward value gains (losses) in Table 30 in the "Non-GAAP Financial Measures" section below. Also, see "Note 14—Business Segments" for the statements of operations for CFC.

The increase in total equity of \$292 million to \$2,434 million as of November 30, 2022 was attributable to our reported net income of \$352 million for the current year-to-date period, partially offset by the CFC Board of Directors' authorized patronage capital retirement in July 2022 of \$59 million.

Allocation and Retirement of Patronage Capital

We are subject to District of Columbia law governing cooperatives, under which CFC is required to make annual allocations of net earnings, if any, in accordance with the provisions of the District of Columbia statutes. We describe the allocation requirements under "Item 7. MD&A—Consolidated Balance Sheet Analysis—Equity—Allocation and Retirement of Patronage Capital" in our 2022 Form 10-K.

In May 2022, the CFC Board of Directors authorized the allocation of \$1 million of net earnings for fiscal year 2022 to the cooperative educational fund. In July 2022, the CFC Board of Directors authorized the allocation of fiscal year 2022 adjusted net income as follows: \$89 million to members in the form of patronage capital and \$153 million to the members' capital reserve. The amount of patronage capital allocated each year by CFC's Board of Directors is based on non-GAAP adjusted net income, which excludes the impact of derivative forward value gains (losses). We provide a reconciliation of our adjusted net income to our reported net income and an explanation of the adjustments below in "Non-GAAP Financial Measures."

In July 2022, the CFC Board of Directors also authorized the retirement of patronage capital totaling \$59 million, of which \$44 million represented 50% of the patronage capital allocation for fiscal year 2022, and \$15 million represented the portion of the allocation from fiscal year 1997 net earnings that has been held for 25 years pursuant to the CFC Board of Directors' policy. This amount was returned to members in cash in September 2022. The remaining portion of the patronage capital allocation for fiscal year 2022 will be retained by CFC for 25 years pursuant to the guidelines adopted by the CFC Board of Directors in June 2009.

ENTERPRISE RISK MANAGEMENT

Overview

We face a variety of risks that can significantly affect our financial performance, liquidity, reputation and ability to meet the expectations of our members, investors and other stakeholders. As a financial services company, the major categories of risk exposures inherent in our business activities include credit risk, liquidity risk, market risk and operational risk. These risk categories are summarized below.

- *Credit risk* is the risk that a borrower or other counterparty will be unable to meet its obligations in accordance with agreed-upon terms.
- *Liquidity risk* is the risk that we will be unable to fund our operations and meet our contractual obligations or that we will be unable to fund new loans to borrowers at a reasonable cost and tenor in a timely manner.
- *Market risk* is the risk that changes in market variables, such as movements in interest rates, may adversely affect the match between the timing of the contractual maturities, re-pricing and prepayments of our financial assets and the related financial liabilities funding those assets.
- *Operational risk* is the risk of loss resulting from inadequate or failed internal controls, processes, systems, human error or external events, including natural disasters or public health emergencies, such as the current COVID-19 pandemic. Operational risk also includes cybersecurity risk, compliance risk, fiduciary risk, reputational risk and litigation risk.

Effective risk management is critical to our overall operations and to achieving our primary objective of providing cost-based financial products to our rural electric members while maintaining the sound financial results required for investment-grade credit ratings on our rated debt instruments. Accordingly, we have a risk-management framework that is intended to govern the principal risks we face in conducting our business and the aggregate amount of risk we are willing to accept, referred to as risk appetite and risk guidelines, in the context of CFC's mission and strategic objectives and initiatives. We provide a discussion of our risk management framework in our 2022 Form 10-K under "Item 7. MD&A—Enterprise Risk Management" and describe how we manage these risks under each respective MD&A section in our 2022 Form 10-K.

CREDIT RISK

Our loan portfolio, which represents the largest component of assets on our balance sheet, accounts for the substantial majority of our credit risk exposure. We also engage in certain non-lending activities that may give rise to counterparty credit risk, such as entering into derivative transactions to manage interest rate risk and purchasing investment securities. We provide additional information on our credit risk-management framework under "Item 7. MD&A—Credit Risk—Credit Risk Management" in our 2022 Form 10-K.

Loan Portfolio Credit Risk

Our primary credit exposure is loans to rural electric cooperatives, which provide essential electric services to end-users, the majority of which are residential customers. We also have a limited portfolio of loans to not-for-profit and for-profit telecommunication companies. Loans outstanding to electric utility organizations totaled \$31,088 million and \$29,584 million as of November 30, 2022 and May 31, 2022, respectively, representing 98% of our total loans outstanding as of each respective date. The remaining loans outstanding in our loan portfolio were to RTFC members, affiliates and associates in the telecommunications industry sector. The substantial majority of loans to our borrowers are long-term fixed-rate loans with terms of up to 35 years. Long-term fixed-rate loans accounted for 88% and 90% of total loans outstanding as of November 30, 2022 and May 31, 2022, respectively.

Because we lend primarily to our rural electric utility cooperative members, we have had a loan portfolio inherently subject to single-industry and single-obligor credit concentration risk since our inception in 1969. We historically, however, have experienced limited defaults and losses in our electric utility loan portfolio due to several factors. First, the majority of our electric cooperative borrowers operate in states where electric cooperatives are not subject to rate regulation. Thus, they are

able to make rate adjustments to pass along increased costs to the end customer without first obtaining state regulatory approval, allowing them to cover operating costs and generate sufficient earnings and cash flows to service their debt obligations. Second, electric cooperatives face limited competition, as they tend to operate in exclusive territories not serviced by public investor-owned utilities. Third, electric cooperatives typically are consumer-owned, not-for-profit entities that provide an essential service to end-users, the majority of which are residential customers. As not-for-profit entities, rural electric cooperatives, unlike investor-owned utilities, generally are eligible to apply for assistance from the Federal Emergency Management Agency (“FEMA”) and states to help recover from major disasters or emergencies. Fourth, electric cooperatives tend to adhere to a conservative core business strategy model that has historically resulted in a relatively stable, resilient operating environment and overall strong financial performance and credit strength for the electric cooperative network. Finally, we generally lend to our members on a senior secured basis, which reduces the risk of loss in the event of a borrower default.

Below we provide information on the credit risk profile of our loan portfolio, including security provisions, credit concentration, credit quality indicators and our allowance for credit losses.

Security Provisions

Except when providing line of credit loans, we generally lend to our members on a senior secured basis. Table 12 presents, by legal entity and member class and by loan type, secured and unsecured loans in our loan portfolio as of November 30, 2022 and May 31, 2022. Of our total loans outstanding, 92% and 93% were secured as of November 30, 2022 and May 31, 2022, respectively.

Table 12: Loans—Loan Portfolio Security Profile

(Dollars in thousands)	November 30, 2022				
	Secured	% of Total	Unsecured	% of Total	Total
Member class:					
CFC:					
Distribution	\$ 23,025,009	93%	\$ 1,831,603	7%	\$ 24,856,612
Power supply	4,567,217	88	626,981	12	5,194,198
Statewide and associate	83,914	67	42,167	33	126,081
Total CFC	27,676,140	92	2,500,751	8	\$ 30,176,891
NCSC	889,190	98	22,218	2	911,408
RTFC	460,950	97	15,575	3	476,525
Total loans outstanding ⁽¹⁾	<u>\$ 29,026,280</u>	92	<u>\$ 2,538,544</u>	8	<u>\$ 31,564,824</u>
Loan type:					
Long-term loans:					
Fixed rate	\$ 27,547,516	99%	\$ 196,294	1%	\$ 27,743,810
Variable rate	852,147	100	2,074	—	854,221
Total long-term loans	28,399,663	99	198,368	1	28,598,031
Line of credit loans	626,617	21	2,340,176	79	2,966,793
Total loans outstanding ⁽¹⁾	<u>\$ 29,026,280</u>	92	<u>\$ 2,538,544</u>	8	<u>\$ 31,564,824</u>

(Dollars in thousands)	May 31, 2022				
	Secured	% of Total	Unsecured	% of Total	Total
Member class:					
CFC:					
Distribution	\$ 22,405,486	94%	\$ 1,438,756	6%	\$ 23,844,242
Power supply	4,455,098	91	446,672	9	4,901,770
Statewide and associate	83,759	66	43,104	34	126,863
Total CFC	\$ 26,944,343	93	1,928,532	7	28,872,875
NCSC	689,887	97	20,991	3	710,878
RTFC	454,985	97	12,616	3	467,601
Total loans outstanding ⁽¹⁾	\$ 28,089,215	93	\$ 1,962,139	7	\$ 30,051,354
Loan type:					
Long-term loans:					
Fixed rate	\$ 26,731,763	99%	\$ 220,609	1%	\$ 26,952,372
Variable rate	817,866	100	2,335	—	820,201
Total long-term loans	27,549,629	99	222,944	1	27,772,573
Line of credit loans	539,586	24	1,739,195	76	2,278,781
Total loans outstanding ⁽¹⁾	\$ 28,089,215	93	\$ 1,962,139	7	\$ 30,051,354

⁽¹⁾ Represents the unpaid principal balance, net of discounts, charge-offs and recoveries, of loans as of the end of each period. Excludes unamortized deferred loan origination costs of \$13 million and \$12 million as of November 30, 2022 and May 31, 2022, respectively.

Credit Concentration

Concentrations of credit may exist when a lender has large credit exposures to single borrowers, large credit exposures to borrowers in the same industry sector or engaged in similar activities or large credit exposures to borrowers in a geographic region that would cause the borrowers to be similarly impacted by economic or other conditions in the region. As discussed above under “Credit Risk—Loan Portfolio Credit Risk,” because we lend primarily to our rural electric utility cooperative members, our loan portfolio is inherently subject to single-industry and single-obligor credit concentration risk. Loans outstanding to electric utility organizations totaled \$31,088 million and \$29,584 million as of November 30, 2022 and May 31, 2022, respectively, and represented approximately 98% of our total loans outstanding as of each respective date. Our credit exposure is partially mitigated by long-term loans guaranteed by RUS, which totaled \$127 million and \$131 million as of November 30, 2022 and May 31, 2022, respectively.

Single-Obligor Concentration

Table 13 displays the outstanding loan exposure for our 20 largest borrowers, by legal entity and member class, as of November 30, 2022 and May 31, 2022. Our 20 largest borrowers consisted of 11 distribution systems and nine power supply systems as of November 30, 2022 and 12 distribution systems and eight power supply systems as of May 31, 2022. The largest total exposure to a single borrower or controlled group represented less than 2% of total loans outstanding as of both November 30, 2022 and May 31, 2022.

Table 13: Loans—Loan Exposure to 20 Largest Borrowers

(Dollars in thousands)	November 30, 2022		May 31, 2022	
	Amount	% of Total	Amount	% of Total
Member class:				
CFC:				
Distribution	\$ 3,758,615	12%	\$ 3,929,160	13%
Power supply	2,452,913	7	2,095,640	7
Total CFC	6,211,528	19	6,024,800	20
NCSC	190,630	1	195,001	1
Total loan exposure to 20 largest borrowers	6,402,158	20	6,219,801	21
Less: Loans covered under Farmer Mac standby purchase commitment	(276,903)	(1)	(316,367)	(1)
Net loan exposure to 20 largest borrowers	<u>\$ 6,125,255</u>	<u>19%</u>	<u>\$ 5,903,434</u>	<u>20%</u>

As part of our strategy in managing credit exposure to large borrowers, we entered into a long-term standby purchase commitment agreement with Farmer Mac during fiscal year 2016. Under this agreement, we may designate certain long-term loans to be covered under the commitment, subject to approval by Farmer Mac, and in the event any such loan later goes into payment default for at least 90 days, upon request by us, Farmer Mac must purchase such loan at par value. The aggregate unpaid principal balance of designated and Farmer Mac approved loans was \$454 million and \$493 million as of November 30, 2022 and May 31, 2022, respectively. Loan exposure to our 20 largest borrowers covered under the Farmer Mac agreement totaled \$277 million and \$316 million as of November 30, 2022 and May 31, 2022, respectively, which reduced our exposure to the 20 largest borrowers to 19% and 20% as of each respective date. No loans have been put to Farmer Mac for purchase pursuant to this agreement.

Geographic Concentration

Although our organizational structure and mission results in single-industry concentration, we serve a geographically diverse group of electric and telecommunications borrowers throughout the U.S. The consolidated number of borrowers with loans outstanding totaled 884 and 883 as of November 30, 2022 and May 31, 2022, respectively, located in 49 states and the District of Columbia. Of the 884 and 883 borrowers with loans outstanding as of November 30, 2022 and May 31, 2022, respectively, 49 were electric power supply borrowers as of each respective date. Electric power supply borrowers generally require significantly more capital than electric distribution and telecommunications borrowers.

Texas accounted for the largest number of borrowers with loans outstanding in any one state as of both November 30, 2022 and May 31, 2022, as well as the largest concentration of loan exposure in any one state. Table 14 presents the Texas-based number of borrowers and loans outstanding by legal entity and member class, as of November 30, 2022 and May 31, 2022.

Table 14: Loans—Loan Exposure to Texas-Based Borrowers

(Dollars in thousands)	November 30, 2022			May 31, 2022		
	Number of Borrowers	Amount	% of Total	Number of Borrowers	Amount	% of Total
Member class:						
CFC:						
Distribution	58	\$ 4,160,032	13 %	57	\$ 3,984,887	13 %
Power supply	8	1,157,455	4	8	1,089,896	4
Statewide and associate	1	23,149	—	1	29,335	—
Total CFC	67	5,340,636	17	66	5,104,118	17
NCSC	2	8,402	—	1	378	—
RTFC	2	9,547	—	1	5,853	—
Total loan exposure to Texas-based borrowers	71	5,358,585	17	68	5,110,349	17
Less: Loans covered under Farmer Mac standby purchase commitment		(159,168)	(1)		(163,369)	(1)
Net loan exposure to Texas-based borrowers		<u>\$ 5,199,417</u>	<u>16 %</u>		<u>\$ 4,946,980</u>	<u>16 %</u>

Credit Quality Indicators

Assessing the overall credit quality of our loan portfolio and measuring our credit risk is an ongoing process that involves tracking payment status, troubled debt restructurings, nonperforming loans, charge-offs, the internal risk ratings of our borrowers and other indicators of credit risk. We monitor and subject each borrower and loan facility in our loan portfolio to an individual risk assessment based on quantitative and qualitative factors. Payment status trends and internal risk ratings are indicators, among others, of the probability of borrower default and overall credit quality of our loan portfolio. We believe the overall credit quality of our loan portfolio remained strong as of November 30, 2022.

Troubled Debt Restructurings

We actively monitor problem loans and, from time to time, attempt to work with borrowers to manage such exposures through loan workouts or modifications that better align with the borrower’s current ability to pay. A loan restructuring or modification of terms is accounted for as a troubled debt restructuring (“TDR”) if, for economic or legal reasons related to the borrower’s financial difficulties, a concession is granted to the borrower that we would not otherwise consider.

We have not had any loan modifications that were required to be accounted for as TDRs since fiscal year 2016. We had TDR loans outstanding to two borrowers, a CFC electric distribution borrower and a RTFC telecommunications borrower, which together totaled \$8 million and \$9 million as of November 30, 2022 and May 31, 2022, respectively. TDR loans outstanding represented 0.03% of total loans outstanding as of both November 30, 2022 and May 31, 2022. Since the modification date, the loans have been performing in accordance with the terms of their respective restructured loan agreement for an extended period of time and were classified as performing and on accrual status as of November 30, 2022 and May 31, 2022. We did not have any TDR loans classified as nonperforming as of November 30, 2022 or May 31, 2022. Although TDR loans may be returned to performing status if the borrower performs under the modified terms of the loan for an extended period of time, we evaluate TDR loans on an individual basis in measuring expected credit losses for these loans.

We provide additional information on TDR loans under “Note 4—Loans—Credit Quality Indicators—Troubled Debt Restructurings.”

Nonperforming Loans

In addition to TDR loans that may be classified as nonperforming, we also may have nonperforming loans that have not been modified as a TDR. We classify such loans as nonperforming at the earlier of the date when we determine: (i) interest or principal payments on the loan is past due 90 days or more; (ii) as a result of court proceedings, the collection of interest

or principal payments based on the original contractual terms is not expected; or (iii) the full and timely collection of interest or principal is otherwise uncertain. Once a loan is classified as nonperforming, we generally place the loan on nonaccrual status. Interest accrued but not collected at the date a loan is placed on nonaccrual status is reversed against earnings.

We had loans to the same three CFC electric power supply borrowers totaling \$203 million and \$228 million classified as nonperforming as of November 30, 2022 and May 31, 2022, respectively. Nonperforming loans represented 0.64% and 0.76% of total loans outstanding as of November 30, 2022 and May 31, 2022, respectively. The reduction in nonperforming loans of \$25 million during the six months ended November 30, 2022 was due to the partial charge-offs related to the Brazos and Brazos Sandy Creek nonperforming loans, as discussed below, and the receipt of loan principal payments on the remaining outstanding nonperforming loan to a CFC electric power supply borrower. The Brazos and Brazos Sandy Creek nonperforming loans were delinquent and on nonaccrual as of both November 30, 2022 and May 31, 2022.

Brazos

Brazos, a CFC Texas-based electric power supply borrower, filed for bankruptcy in March 2021 due to its exposure to elevated wholesale electric power costs during the February 2021 polar vortex. Brazos' loans outstanding accounted for \$78 million and \$86 million of our total nonperforming loans as of November 30, 2022 and May 31, 2022, respectively, of which \$57 million was unsecured and \$21 million was secured as of November 30, 2022 and \$65 million was unsecured and \$21 million was secured as of May 31, 2022. On November 14, 2022, Brazos' plan of reorganization was confirmed by the bankruptcy court. As a result, we charged-off \$7 million of the Brazos outstanding nonperforming loans during the current quarter and we expect to receive payments on the remaining amount of the Brazos outstanding nonperforming loans in accordance with the provisions of its plan of reorganization.

In December 2022, we received a total of \$56 million in payments from Brazos in accordance with the provisions of the plan of reorganization, including the full amount of the secured portion of the loan. These payments reduced our nonperforming loans outstanding to Brazos to \$22 million as of December 31, 2022, the entirety of which is unsecured, that we expect to receive over the next six to 12 months.

Brazos Sandy Creek

Brazos Sandy Creek, a wholly-owned subsidiary of Brazos and a CFC Texas-based electric power supply borrower, filed for bankruptcy in March 2022 following the filing of a motion by Brazos to reject its power purchase agreement with Brazos Sandy Creek as part of Brazos' bankruptcy proceedings. Brazos Sandy Creek's loan outstanding accounted for \$21 million and \$28 million of our total nonperforming loans as of November 30, 2022 and May 31, 2022, respectively. The loan is secured by Brazos Sandy Creek's 25% tenant-in-common ("TIC") ownership interest in the Brazos Sandy Creek Energy Station ("the Plant"), and its rights under a power purchase agreement ("PPA") with Brazos for the output of the Brazos Sandy Creek Energy Station attributable to the TIC interest. Brazos' rejection of the PPA in its bankruptcy case gave rise to an unsecured claim for rejection damages against Brazos, as to which a settlement was agreed and subsequently approved by the bankruptcy court in both the Brazos and Brazos Sandy Creek proceedings and that was incorporated into Brazos' plan of reorganization. As a result of the November 14, 2022 confirmation of Brazos' plan of reorganization, we charged-off \$8 million of the Brazos Sandy Creek outstanding nonperforming loan during the current quarter. We expect to receive payments on the remaining amount of the Brazos Sandy Creek outstanding nonperforming loan in accordance with the provisions of Brazos' plan of reorganization, from cash available for distribution by Brazos Sandy Creek, and the sale of the Brazos Sandy Creek's 25% TIC ownership interest in the Plant.

On December 20, 2022, the Brazos Sandy Creek's 25% TIC ownership interest in the Plant was sold for a credit bid of \$105 million to Riesel HoldCo, LLC ("HoldCo,"), an entity formed by the Brazos Sandy Creek noteholders. CFC was allocated ownership shares in HoldCo based on its 7.41% share in the \$105 million credit bid, which totaled \$8 million. HoldCo intends to manage its ownership interest in the Plant directly and potentially sell it at a future date; however, HoldCo has no current timeline for its disposition.

We provide additional information on nonperforming loans in "Note 4—Loans—Credit Quality Indicators—Nonperforming Loans."

Net Charge-Offs

We experienced charge-offs totaling \$15 million for the CFC electric power supply loan portfolio related to Brazos and Brazos Sandy Creek nonperforming loans during the three and six months ended November 30, 2022, which resulted in an annualized net charge-off rate of 0.19% and 0.10% for the three and six months ended November 30, 2022, respectively. In comparison we had no loan charge-offs during the same prior-year periods. Prior to Brazos' and Brazos Sandy Creek's bankruptcy filings, we had not experienced any defaults or charge-offs in our electric utility and telecommunications loan portfolios since fiscal year 2013 and 2017, respectively.

Borrower Risk Ratings

As part of our management of credit risk, we maintain a credit risk rating framework under which we employ a consistent process for assessing the credit quality of our loan portfolio. We evaluate each borrower and loan facility in our loan portfolio and assign internal borrower and loan facility risk ratings based on consideration of a number of quantitative and qualitative factors. We categorize loans in our portfolio based on our internally assigned borrower risk ratings, which are intended to assess the general creditworthiness of the borrower and probability of default. Our borrower risk ratings align with the U.S. federal banking regulatory agencies' credit risk definitions of pass and criticized categories, with the criticized category further segmented among special mention, substandard and doubtful. Pass ratings reflect relatively low probability of default, while criticized ratings have a higher probability of default. Our internally assigned borrower risk ratings serve as the primary credit quality indicator for our loan portfolio. Because our internal borrower risk ratings provide important information on the probability of default, they are a key input in determining our allowance for credit losses.

Criticized loans totaled \$468 million and \$494 million as of November 30, 2022 and May 31, 2022, respectively, and represented approximately 1% and 2% of total loans outstanding as of each respective date. Each of the borrowers with loans outstanding in the criticized category, with the exception of Brazos and Brazos Sandy Creek, which filed for bankruptcy in March 2021 and March 2022, respectively, was current with regard to all principal and interest amounts due to us as of both November 30, 2022 and May 31, 2022. See above under "Nonperforming Loans," for additional information on Brazos and Brazos Sandy Creek.

We provide additional information on our borrower risk rating framework in our 2022 Form 10-K under "Item 7. MD&A Credit Risk—Loan Portfolio Credit Risk—Credit Quality Indicators." See "Note 4—Loans" of this Report for detail, by member class, on loans outstanding in each borrower risk rating category.

Allowance for Credit Losses

We are required to maintain an allowance based on a current estimate of credit losses that are expected to occur over the remaining contractual term of the loans in our portfolio. Our allowance for credit losses consists of a collective allowance and an asset-specific allowance. The collective allowance is established for loans in our portfolio that share similar risk characteristics and are therefore evaluated on a collective, or pool, basis in measuring expected credit losses. The asset-specific allowance is established for loans in our portfolio that do not share similar risk characteristics with other loans in our portfolio and are therefore evaluated on an individual basis in measuring expected credit losses.

Table 15 presents, by legal entity and member class, loans outstanding and the related allowance for credit losses and allowance coverage ratio as of November 30, 2022 and May 31, 2022 and the allowance components as of each date.

Table 15: Allowance for Credit Losses by Borrower Member Class and Evaluation Methodology

(Dollars in thousands)	November 30, 2022			May 31, 2022		
	Loans Outstanding ⁽¹⁾	Allowance for Credit Losses	Allowance Coverage Ratio ⁽²⁾	Loans Outstanding ⁽¹⁾	Allowance for Credit Losses	Allowance Coverage Ratio ⁽²⁾
Member class:						
CFC:						
Distribution	\$ 24,856,612	\$ 17,021	0.07%	\$ 23,844,242	\$ 15,781	0.07%
Power supply	5,194,198	45,289	0.87	4,901,770	47,793	0.98
Statewide and associate	126,081	1,289	1.02	126,863	1,251	0.99
Total CFC	<u>30,176,891</u>	<u>63,599</u>	0.21	<u>28,872,875</u>	<u>64,825</u>	0.22
NCSC	911,408	2,511	0.28	710,878	1,449	0.20
RTFC	476,525	1,505	0.32	467,601	1,286	0.28
Total	<u>\$ 31,564,824</u>	<u>\$ 67,615</u>	0.21	<u>\$ 30,051,354</u>	<u>\$ 67,560</u>	0.22
Allowance components:						
Collective allowance	\$ 31,353,604	\$ 30,985	0.10%	\$ 29,814,380	\$ 28,876	0.10%
Asset-specific allowance	211,220	36,630	17.34	236,974	38,684	16.32
Total allowance for credit losses	<u>\$ 31,564,824</u>	<u>\$ 67,615</u>	0.21	<u>\$ 30,051,354</u>	<u>\$ 67,560</u>	0.22
Allowance coverage ratios:						
Nonperforming and nonaccrual loans ⁽³⁾	\$ 202,741		33.35%	\$ 227,790		29.66%

⁽¹⁾ Represents the unpaid principal balance, net of discounts, charge-offs and recoveries, of loans as of each period end. Excludes unamortized deferred loan origination costs of \$13 million and \$12 million as of November 30, 2022 and May 31, 2022, respectively.

⁽²⁾ Calculated based on the allowance for credit losses attributable to each member class and allowance components at period end divided by the related loans outstanding at period end.

⁽³⁾ Calculated based on the total allowance for credit losses at period end divided by loans outstanding classified as nonperforming and on nonaccrual status at period end.

Our allowance for credit losses was \$68 million as of both November 30, 2022 and May 31, 2022, while the allowance coverage ratio decreased slightly to 0.21% as of November 30, 2022 from 0.22% as of May 31, 2022. The allowance for credit losses reflected an increase in the collective allowance of \$2 million, offset by a decrease in the asset-specific allowance of \$2 million. The collective allowance increase of \$2 million was due to an increase in total loans outstanding and a decrease in the historical recovery rate assumption used in determining the collective allowance for our electric power supply loan portfolio. The asset-specific allowance decrease of \$2 million was attributable primarily to charge-offs totaling \$15 million related to the Brazos and Brazos Sandy Creek nonperforming loans, partially offset by an increase in the asset-specific allowance for a nonperforming CFC power supply loan, due to a decrease in the expected payments on this loan.

We discuss our methodology for estimating the allowance for credit losses under the CECL model in “Note 1—Summary of Significant Accounting Policies—Allowance for Credit Losses” and provide information on the management judgment and uncertainties involved in our determining the allowance for credit losses in “MD&A—Critical Accounting Estimates—Allowance for Credit Losses” in our 2022 Form 10-K. We provide additional information on our loans and allowance for credit losses under “Note 4—Loans” and “Note 5—Allowance for Credit Losses” of this Report.

Counterparty Credit Risk

In addition to credit exposure from our borrowers, we enter into other types of financial transactions in the ordinary course of business that expose us to counterparty credit risk, primarily related to transactions involving our cash and cash equivalents, securities held in our investment securities portfolio and derivatives. We mitigate our risk by only entering into these transactions with counterparties with investment-grade ratings, establishing operational guidelines and counterparty

exposure limits and monitoring our counterparty credit risk position. We evaluate our counterparties based on certain quantitative and qualitative factors and periodically assign internal risk rating grades to our counterparties.

Cash and Investments Securities Counterparty Credit Exposure

Our cash and cash equivalents and investment securities totaled \$272 million and \$608 million, respectively, as of November 30, 2022. The primary credit exposure associated with investments held in our other investments portfolio is that issuers will not repay principal and interest in accordance with the contractual terms. Our cash and cash equivalents with financial institutions generally have an original maturity of less than one year and pursuant to our investment policy guidelines, all fixed-income debt securities, at the time of purchase, must be rated at least investment grade based on external credit ratings from at least two of the leading global credit rating agencies, when available, or the corresponding equivalent, when not available. We therefore believe that the risk of default by these counterparties is low.

We provide additional information on the holdings in our investment securities portfolio below under “Liquidity Risk—Investment Securities Portfolio” and in “Note 3—Investment Securities.”

Derivative Counterparty Credit Exposure

Our derivative counterparty credit exposure relates principally to interest-rate swap contracts. We generally engage in over-the-counter (“OTC”) derivative transactions, which expose us to individual counterparty credit risk because these transactions are executed and settled directly between us and each counterparty. We are exposed to the risk that an individual derivative counterparty will default on payments due to us, which we may not be able to collect or which may require us to seek a replacement derivative from a different counterparty. This replacement may be at a higher cost, or we may be unable to find a suitable replacement.

We manage our derivative counterparty credit exposure by executing derivative transactions with financial institutions that have investment-grade credit ratings and maintaining enforceable master netting arrangements with these counterparties, which allow us to net derivative assets and liabilities with the same counterparty. We had 12 active derivative counterparties with credit ratings ranging from Aa1 to Baa1 by Moody’s as of both November 30, 2022 and May 31, 2022, respectively, and from AA- to A- by S&P as of both November 30, 2022 and May 31, 2022. The total outstanding notional amount of derivatives with these counterparties was \$7,787 million and \$8,062 million as of November 30, 2022 and May 31, 2022, respectively. The highest single derivative counterparty concentration, by outstanding notional amount, accounted for approximately 24% of the total outstanding notional amount of our derivatives as of both November 30, 2022 and May 31, 2022.

While our derivative agreements include netting provisions that allow for offsetting of all contracts with a given counterparty in the event of default by one of the two parties, we report the fair value of our derivatives on a gross basis by individual contract as either a derivative asset or derivative liability on our consolidated balance sheets. However, we estimate our exposure to credit loss on our derivatives by calculating the replacement cost to settle at current market prices, as defined in our derivative agreements, all outstanding derivatives in a net gain position at the counterparty level where a right of legal offset exists. We provide information on the impact of netting provisions under our master swap agreements and collateral pledged, if any, in “Note 9—Derivative Instruments and Hedging Activities—Impact of Derivatives on Consolidated Balance Sheets.” We believe our exposure to derivative counterparty risk, at any point in time, is equal to the amount of our outstanding derivatives in a net gain position, at the individual counterparty level, which totaled \$343 million and \$119 million as of November 30, 2022 and May 31, 2022, respectively.

We provide additional detail on our derivative agreements, including a discussion of derivative contracts with credit rating triggers and settlement amounts that would be required in the event of a ratings trigger, in “Note 9—Derivative Instruments and Hedging Activities.”

See “Item 1A. Risk Factors” in our 2022 Form 10-K and “Item 1A. Risk Factors” of this Report for additional information about credit risks related to our business.

LIQUIDITY RISK

We define liquidity as the ability to convert assets into cash quickly and efficiently, maintain access to available funding and roll-over or issue new debt under normal operating conditions and periods of CFC-specific and/or market stress, to ensure that we can meet borrower loan requests, pay current and future obligations and fund our operations in a cost-effective manner. We provide additional information on our liquidity risk-management framework under “Item 7. MD&A—Liquidity Risk—Liquidity Risk Management” in our 2022 Form 10-K.

In addition to cash on hand, our primary sources of funds include member loan principal repayments, securities held in our investment portfolio, committed bank revolving lines of credit, committed loan facilities under Guaranteed Underwriter Program, revolving note purchase agreements with Farmer Mac and proceeds from debt issuances to members and in the public capital markets. Our primary uses of funds include loan advances to members, principal and interest payments on borrowings, periodic interest settlement payments related to our derivative contracts and operating expenses.

Available Liquidity

As part of our strategy in managing liquidity risk and meeting our liquidity objectives, we seek to maintain various committed sources of funding that are available to meet our near-term liquidity needs. Table 16 presents a comparison between our available liquidity, which consists of cash and cash equivalents, our debt securities investment portfolio and amounts under committed credit facilities, as of November 30, 2022 and May 31, 2022.

Table 16: Available Liquidity

(Dollars in millions)	November 30, 2022			May 31, 2022		
	Total	Accessed	Available	Total	Accessed	Available
Liquidity sources:						
Cash and investment debt securities:						
Cash and cash equivalents	\$ 272	\$ —	\$ 272	\$ 154	\$ —	\$ 154
Debt securities investment portfolio ⁽¹⁾	567	—	567	566	—	566
Total cash and investment debt securities	839	—	839	720	—	720
Committed credit facilities:						
Committed bank revolving line of credit agreements—unsecured ⁽²⁾	2,600	3	2,597	2,600	3	2,597
Guaranteed Underwriter Program committed facilities—secured ⁽³⁾	8,723	7,948	775	8,723	7,648	1,075
Farmer Mac revolving note purchase agreement—secured ⁽⁴⁾	6,000	3,047	2,953	5,500	3,095	2,405
Total committed credit facilities	17,323	10,998	6,325	16,823	10,746	6,077
Total available liquidity	<u>\$ 18,162</u>	<u>\$ 10,998</u>	<u>\$ 7,164</u>	<u>\$ 17,543</u>	<u>\$ 10,746</u>	<u>\$ 6,797</u>

⁽¹⁾ Represents the aggregate fair value of our portfolio of debt securities as of period end. Our portfolio of equity securities consists primarily of preferred stock securities that are not as readily redeemable; therefore, we exclude our portfolio of equity securities from our available liquidity. We had investment-grade corporate debt securities with an aggregate fair value of \$408 million as of November 30, 2022, that we transferred and pledged as collateral in short-term repurchase transactions.

⁽²⁾ The committed bank revolving line of credit agreements consist of a three-year and a four-year revolving line of credit agreement. The accessed amount of \$3 million as of both November 30, 2022 and May 31, 2022, relates to letters of credit issued pursuant to the four-year revolving line of credit agreement.

⁽³⁾ The committed facilities under the Guaranteed Underwriter Program are not revolving.

⁽⁴⁾ Availability subject to market conditions.

Although as a non-bank financial institution we are not subject to regulatory liquidity requirements, our liquidity management framework includes monitoring our liquidity and funding positions on an ongoing basis and assessing our ability to meet our scheduled debt obligations and other cash flow requirements based on point-in-time metrics as well as forward-looking projections. Our liquidity and funding assessment takes into consideration amounts available under existing

liquidity sources, the expected rollover of member short-term investments and scheduled loan principal payment amounts, as well as our continued ability to access the private placement and capital markets.

Liquidity Risk Assessment

We utilize several measures to assess our liquidity risk and ensure we have adequate coverage to meet our liquidity needs. Our primary liquidity measures indicate the extent to which we have sufficient liquidity to cover the payment of scheduled debt obligations over the next 12 months. We calculate our liquidity coverage ratios under several scenarios that take into consideration various assumptions about our near-term sources and uses of liquidity, including the assumption that maturities of member short-term investments will not have a significant impact on our anticipated cash outflows. Our members have historically maintained a relatively stable level of short-term investments in CFC in the form of daily liquidity fund notes, commercial paper, select notes and medium-term notes. As such, we expect that our members will continue to reinvest their excess cash in short-term investment products offered by CFC.

Table 17 presents our primary liquidity coverage ratios as of November 30, 2022 and May 31, 2022 and displays the calculation of each ratio as of these respective dates based on the assumptions discussed above.

Table 17: Liquidity Coverage Ratios

(Dollars in millions)	November 30, 2022	May 31, 2022
Liquidity coverage ratio:⁽¹⁾		
Total available liquidity ⁽²⁾	\$ 7,164	\$ 6,797
Debt scheduled to mature over next 12 months:		
Short-term borrowings	5,594	4,981
Long-term and subordinated debt scheduled to mature over next 12 months	1,944	1,913
Total debt scheduled to mature over next 12 months	7,538	6,894
Excess (deficit) in available liquidity over debt scheduled to mature over next 12 months	\$ (374)	\$ (97)
Liquidity coverage ratio	0.95	0.99
Liquidity coverage ratio, excluding expected maturities of member short-term investments⁽³⁾		
Total available liquidity ⁽²⁾	\$ 7,164	\$ 6,797
Total debt scheduled to mature over next 12 months	7,538	6,894
Exclude: Member short-term investments	(3,853)	(3,956)
Total debt, excluding member short-term investments, scheduled to mature over next 12 months	3,685	2,938
Excess in available liquidity over total debt, excluding member short-term investments, scheduled to mature over next 12 months	\$ 3,479	\$ 3,859
Liquidity coverage ratio, excluding expected maturities of member short-term investments	1.94	2.31

⁽¹⁾Calculated based on available liquidity at period end divided by total debt scheduled to mature over the next 12 months at period end.

⁽²⁾Total available liquidity is presented above in Table 16.

⁽³⁾Calculated based on available liquidity at period end divided by debt, excluding member short-term investments, scheduled to mature over the next 12 months.

Investment Securities Portfolio

We have an investment portfolio of debt securities classified as trading and equity securities, both of which are reported on our consolidated balance sheets at fair value. The aggregate fair value of the securities in our investment portfolio was \$608 million as of November 30, 2022, consisting of debt securities with a fair value of \$567 million and equity securities with a fair value of \$41 million. In comparison, the aggregate fair value of the securities in our investment portfolio was \$600 million as of May 31, 2022, consisting of debt securities with a fair value of \$566 million and equity securities with a fair value of \$34 million.

Our debt securities investment portfolio is intended to serve as an additional source of liquidity. Under master repurchase agreements that we have with counterparties, we can obtain short-term funding by selling investment-grade corporate debt securities from our investment portfolio subject to an obligation to repurchase the same or similar securities at an agreed-upon price and date. Because we retain effective control over the transferred securities, transactions under these repurchase agreements are accounted for as collateralized financing agreements (*i.e.*, secured borrowings) and not as a sale and subsequent repurchase of securities. The obligation to repurchase the securities is reflected as a component of our short-term borrowings on our consolidated balance sheets. The aggregate fair value of debt securities underlying repurchase transactions is parenthetically disclosed on our consolidated balance sheets. We had short-term borrowings under repurchase agreements of \$390 million as of November 30, 2022. The debt securities underlying these transactions had an aggregate fair value of \$408 million as of this date, and we repurchased the securities on December 2, 2022. We had no borrowings under repurchase agreements outstanding as of May 31, 2022; therefore, we had no debt securities pledged as collateral as of May 31, 2022.

We provide additional information on our investment securities portfolio in “Note 3—Investment Securities” of this Report.

Borrowing Capacity Under Various Credit Facilities

The aggregate borrowing capacity under our committed bank revolving line of credit agreements, committed loan facilities under the Guaranteed Underwriter Program and revolving note purchase agreement with Farmer Mac totaled \$17,323 million and \$16,823 million as of November 30, 2022 and May 31, 2022, respectively, and the aggregate amount available for access totaled \$6,325 million and \$6,077 million as of each respective date. The following is a discussion of our borrowing capacity and key terms and conditions under each of these credit facilities.

Committed Bank Revolving Line of Credit Agreements—Unsecured

Our committed bank revolving lines of credit may be used for general corporate purposes; however, we generally rely on them as a backup source of liquidity for our member and dealer commercial paper. On October 20, 2022, we amended the three-year and four-year committed bank revolving line of credit agreements to extend the maturity dates to November 28, 2025 and November 28, 2026, respectively, and to replace LIBOR with Term SOFR. The total commitment amount under the three-year facility and the four-year facility is \$1,245 million and \$1,355 million, respectively, resulting in a combined total commitment amount under the two facilities of \$2,600 million. Under our current committed bank revolving line of credit agreements, we have the ability to request up to \$300 million of letters of credit, which would result in a reduction in the remaining available amount under the facilities.

Table 18 presents the total commitment amount under our committed bank revolving line of credit agreements, outstanding letters of credit and the amount available for access as of November 30, 2022.

Table 18: Committed Bank Revolving Line of Credit Agreements

(Dollars in millions)	November 30, 2022			Maturity	Annual Facility Fee ⁽¹⁾
	Total Commitment	Letters of Credit Outstanding	Amount Available for Access		
Bank revolving line of credit term:					
3-year agreement.....	\$ 1,245	\$ —	\$ 1,245	November 28, 2025	7.5 bps
4-year agreement.....	1,355	3	1,352	November 28, 2026	10.0 bps
Total.....	<u>\$ 2,600</u>	<u>\$ 3</u>	<u>\$ 2,597</u>		

⁽¹⁾Facility fee based on CFC’s senior unsecured credit ratings in accordance with the established pricing schedules at the inception of the related agreement.

We did not have any outstanding borrowings under our committed bank revolving line of credit agreements as of November 30, 2022; however, we had letters of credit outstanding of \$3 million under the four-year committed bank revolving agreement as of this date.

Although our committed bank revolving line of credit agreements do not contain a material adverse change clause or rating triggers that would limit the banks’ obligations to provide funding under the terms of the agreements, we must be in

compliance with the covenants to draw on the facilities. We have been and expect to continue to be in compliance with the covenants under our committed bank revolving line of credit agreements. As such, we could draw on these facilities to repay dealer or member commercial paper that cannot be rolled over.

Guaranteed Underwriter Program Committed Facilities—Secured

Under the Guaranteed Underwriter Program, we can borrow from the Federal Financing Bank and use the proceeds to extend new loans to our members and refinance existing member debt. As part of the program, we pay fees, based on our outstanding borrowings, that are intended to help fund the USDA Rural Economic Development Loan and Grant program and thereby support additional investment in rural economic development projects. The borrowings under this program are guaranteed by RUS. Each advance is subject to quarterly amortization and a final maturity not longer than 30 years from the date of the advance.

As displayed in Table 16, we had accessed \$7,948 million under the Guaranteed Underwriter Program and up to \$775 million was available for borrowing as of November 30, 2022. Of the \$775 million available borrowing amount, \$225 million is available for advance through July 15, 2025 and \$550 million is available for advance through July 15, 2026. We are required to pledge eligible distribution system loans or power supply system loans as collateral in an amount at least equal to our total outstanding borrowings under the Guaranteed Underwriter Program committed loan facilities, which totaled \$6,317 million as of November 30, 2022.

On December 15, 2022, we closed on a \$750 million committed loan facility (“Series T”) from the Federal Financing Bank under the Guaranteed Underwriter Program. Pursuant to this facility, we may borrow any time before July 15, 2027. Each advance is subject to quarterly amortization and a final maturity not longer than 30 years from the date of the advance.

Farmer Mac Revolving Note Purchase Agreement—Secured

We have a revolving note purchase agreement with Farmer Mac under which we can borrow up to \$6,000 million from Farmer Mac at any time, subject to market conditions, through June 30, 2027. The agreement has successive automatic one-year renewals beginning June 30, 2026, unless Farmer Mac provides 425 days’ written notice of non-renewal.

Under this agreement, we had outstanding secured notes payable totaling \$3,047 million and \$3,095 million as of November 30, 2022 and May 31, 2022, respectively. We borrowed \$400 million in long-term notes payable under this note purchase agreement with Farmer Mac during the current year-to-date period. As displayed in Table 16, the amount available for borrowing under this agreement was \$2,953 million as of November 30, 2022. We are required to pledge eligible electric distribution system or electric power supply system loans as collateral in an amount at least equal to the total principal amount of notes outstanding under this agreement.

We provide additional information on pledged collateral below under “Pledged Collateral” in this section and in “Note 3—Investment Securities” and “Note 4—Loans.”

Short-Term Borrowings

Our short-term borrowings, which we rely on to meet our daily, near-term funding needs, consist of commercial paper, which we offer to members and dealers, select notes and daily liquidity fund notes offered to members, medium-term notes offered to members and dealers and funds from repurchase secured borrowing transactions.

Short-term borrowings increased \$613 million to \$5,594 million as of November 30, 2022, from \$4,981 million as of May 31, 2022, and accounted for 18% and 17% of total debt outstanding as of each respective period. The increase in short-term borrowings was primarily driven by an increase in outstanding dealer commercial paper and borrowings under repurchase agreements.

Member investments have historically been our primary source of short-term borrowings. Table 19 displays the composition, by funding source, of our short-term borrowings as of November 30, 2022 and May 31, 2022. As indicated in Table 19, members’ investments represented 69% and 79% of our outstanding short-term borrowings as of November 30, 2022 and May 31, 2022, respectively.

Table 19: Short-Term Borrowings—Funding Sources

(Dollars in thousands)	November 30, 2022		May 31, 2022	
	Amount Outstanding	% of Total Short-Term Borrowings	Amount Outstanding	% of Total Short-Term Borrowings
Funding source:				
Members	\$ 3,852,999	69 %	\$ 3,956,354	79 %
Capital markets	1,741,213	31	1,024,813	21
Total	<u>\$ 5,594,212</u>	<u>100 %</u>	<u>\$ 4,981,167</u>	<u>100 %</u>

Our intent is to manage our short-term wholesale funding risk by maintaining dealer commercial paper outstanding at each quarter-end within a range of \$1,000 million and \$1,500 million, although the intra-period amount of dealer commercial paper outstanding may fluctuate based on our liquidity requirements. Dealer commercial paper outstanding of \$1,351 million and \$1,025 million as of November 30, 2022 and May 31, 2022, respectively, was within our quarter-end target range of \$1,000 million and \$1,500 million. We had borrowings under securities repurchase agreements of \$390 million as of November 30, 2022. We had no borrowings under repurchase agreements outstanding as of May 31, 2022.

See “Note 6—Short-Term Borrowing” for additional information on our short-term borrowings.

Long-Term and Subordinated Debt

Long-term and subordinated debt, which represents the most significant source of our funding, totaled \$24,763 million and \$23,766 million as of November 30, 2022 and May 31, 2022, respectively, and accounted for 82% and 83% of total debt outstanding as of each respective date. The increase in long-term and subordinated debt was primarily due to the issuance of \$750 million of collateral trust bonds to fund loan portfolio growth during the current year-to-date period. Subsequent to the quarter ended November 30, 2022, we issued \$400 million aggregate principal amount of dealer medium-term notes at a fixed rate of 4.80% due on March 15, 2028.

The issuance of long-term debt allows us to reduce our reliance on short-term borrowings and effectively manage our refinancing and interest rate risk, due in part to the multi-year contractual maturity structure of long-term debt. In addition to access to private debt facilities, we also issue debt in the public capital markets. Pursuant to Rule 405 of the Securities Act, we are classified as a “well-known seasoned issuer.” Under our effective shelf registration statements filed with the U.S. Securities and Exchange Commission (“SEC”), we may offer and issue the following debt securities:

- an unlimited amount of collateral trust bonds and senior and subordinated debt securities, including medium-term notes, member capital securities and subordinated deferrable debt, until October 2023; and
- daily liquidity fund notes up to \$20,000 million in the aggregate—with a \$3,000 million limit on the aggregate principal amount outstanding at any time—until March 2025.

Although we register member capital securities and the daily liquidity fund notes with the SEC, these securities are not available for sale to the general public. Medium-term notes are available for sale to both the general public and members. Notwithstanding the foregoing, we have contractual limitations with respect to the amount of senior indebtedness we may incur.

Long-Term Debt and Subordinated Debt—Issuances and Repayments

Table 20 summarizes long-term and subordinated debt issuances and repayments during the six months ended November 30, 2022.

Table 20: Long-Term and Subordinated Debt— Issuances and Repayments

(Dollars in thousands)	Six Months Ended November 30, 2022	
	Issuances	Repayments⁽¹⁾
Debt product type:		
Collateral trust bonds	\$ 750,000	\$ 5,000
Guaranteed Underwriter Program notes payable	300,000	88,121
Farmer Mac notes payable	400,000	447,193
Medium-term notes sold to members	66,162	34,365
Medium-term notes sold to dealers	504,976	457,129
Members' subordinated certificates	6,127	1,736
Total	<u>\$ 2,027,265</u>	<u>\$ 1,033,544</u>

⁽¹⁾ Repayments include principal maturities, scheduled amortization payments, repurchases and redemptions.

Long-Term and Subordinated Debt—Principal Maturity and Amortization

Table 21 summarizes scheduled principal maturity and amortization of our long-term debt, subordinated deferrable debt and members' subordinated certificates outstanding of as of November 30, 2022, in each fiscal year during the five-year period ending May 31, 2027, and thereafter.

Table 21: Long-Term and Subordinated Debt—Scheduled Principal Maturities and Amortization⁽¹⁾

(Dollars in thousands)	Scheduled Amortization⁽²⁾	% of Total
Fiscal year ending May 31:		
2023	\$ 890,069	4 %
2024	2,203,691	9
2025	2,248,417	9
2026	2,957,967	12
2027	1,623,965	6
Thereafter	15,120,209	60
Total	<u>\$ 25,044,318</u>	<u>100 %</u>

⁽¹⁾ Amounts presented are based on the face amount of debt outstanding as of November 30, 2022, and therefore does not include related debt issuance costs and discounts.

⁽²⁾ Member loan subordinated certificates totaling \$173 million amortize annually based on the unpaid principal balance of the related loan.

We provide additional information on our financing activities above under “Consolidated Balance Sheet Analysis—Debt” and in “Note 7—Long-Term Debt” and “Note 8—Subordinated Deferrable Debt.”

Pledged Collateral

Under our secured borrowing agreements we are required to pledge loans, investment debt securities or other collateral and maintain certain pledged collateral ratios. Of our total debt outstanding of \$30,357 million as of November 30, 2022, \$17,353 million, or 57%, was secured by pledged loans totaling \$19,975 million and pledged investment debt securities with an aggregate fair value of \$408 million. In comparison, of our total debt outstanding of \$28,747 million as of May 31, 2022, \$16,051 million, or 56%, was secured by pledged loans totaling \$19,062 million. Following is additional information on the collateral pledging requirements for our secured borrowing agreements.

Secured Borrowing Agreements—Pledged Loan Requirements

We are required to pledge loans or other collateral in transactions under our collateral trust bond indentures, bond agreements under the Guaranteed Underwriter Program and note purchase agreements with Farmer Mac. Total debt outstanding is presented on our consolidated balance sheets net of unamortized discounts and issuance costs. Our collateral pledging requirements are based, however, on the face amount of secured outstanding debt, which excludes net unamortized discounts and issuance costs. However, as discussed below, we typically maintain pledged collateral in excess of the required percentage. Under the provisions of our committed bank revolving line of credit agreements, the excess collateral that we are allowed to pledge cannot exceed 150% of the outstanding borrowings under our collateral trust bond indentures, the Guaranteed Underwriter Program or the Farmer Mac note purchase agreements.

Table 22 displays the collateral coverage ratios pursuant to these secured borrowing agreements as of November 30, 2022 and May 31, 2022.

Table 22: Collateral Pledged

	Requirement Coverage Ratios		Actual Coverage Ratios ⁽¹⁾	
	Minimum Debt Indentures	Maximum Committed Bank Revolving Line of Credit Agreements	November 30, 2022	May 31, 2022
Secured borrowing agreement type:				
Collateral trust bonds 1994 indenture	100%	150%	121%	118%
Collateral trust bonds 2007 indenture	100	150	116	123
Guaranteed Underwriter Program notes payable...	100	150	120	113
Farmer Mac notes payable	100	150	110	111
Clean Renewable Energy Bonds Series 2009A ⁽²⁾ ..	100	150	129	128

⁽¹⁾ Calculated based on the amount of collateral pledged divided by the face amount of outstanding secured debt.

⁽²⁾ Collateral includes cash pledged.

Table 23 displays the unpaid principal balance of loans pledged for secured debt, the excess collateral pledged and unencumbered loans as of November 30, 2022 and May 31, 2022.

Table 23: Loans—Unencumbered Loans

(Dollars in thousands)	November 30, 2022	May 31, 2022
Total loans outstanding ⁽¹⁾	\$ 31,564,824	\$ 30,051,354
Less: Loans required pledged under secured debt agreements ⁽²⁾	(17,210,304)	(16,300,618)
Loans pledged in excess of required amount ⁽²⁾⁽³⁾	(2,764,393)	(2,761,335)
Total pledged loans	(19,974,697)	(19,061,953)
Unencumbered loans	\$ 11,590,127	\$ 10,989,401
Unencumbered loans as a percentage of total loans outstanding	37%	37%

⁽¹⁾ Represents the unpaid principal balance of loans as of the end of each period. Excludes unamortized deferred loan origination costs of \$13 million and \$12 million as of November 30, 2022 and May 31, 2022, respectively.

⁽²⁾ Reflects unpaid principal balance of pledged loans.

⁽³⁾ Excludes cash collateral pledged to secure debt. If there is an event of default under most of our indentures, we can only withdraw the excess collateral if we substitute cash or permitted investments of equal value.

As displayed above in Table 23, we had excess loans pledged as collateral totaling \$2,764 million and \$2,761 million as of November 30, 2022 and May 31, 2022, respectively. We typically pledge loans in excess of the required amount for the following reasons: (i) our distribution and power supply loans are typically amortizing loans that require scheduled principal payments over the life of the loan, whereas the debt securities issued under secured indentures and agreements typically

have bullet maturities; (ii) distribution and power supply borrowers have the option to prepay their loans; and (iii) individual loans may become ineligible for various reasons, some of which may be temporary.

We provide additional information on our borrowings, including the maturity profile, below in the “Liquidity Risk” section and additional information on pledged loans in “Note 4—Loans” of this Report. For additional detail on each of our debt product types, refer to “Note 5—Short-Term Borrowings,” “Note 7—Long-Term Debt,” “Note 8—Subordinated Deferrable Debt” and “Note 9—Members’ Subordinated Certificates” in our 2022 Form 10-K.

Secured Borrowing Agreements—Pledged Investment Securities

As discussed above in this section, we have master repurchase agreements with counterparties whereby we may sell investment-grade corporate debt securities from our investment securities portfolio subject to an obligation to repurchase the same or similar securities at an agreed-upon price and date. We had short-term borrowings under repurchase agreements of \$390 million as of November 30, 2022. The debt securities underlying these transactions had an aggregate fair value of \$408 million as of this date, and we repurchased the securities on December 2, 2022. We had no borrowings under repurchase agreements outstanding as of May 31, 2022; therefore, we had no debt securities in our investment portfolio pledged as collateral as of May 31, 2022.

Off-Balance Sheet Arrangements

In the ordinary course of business, we engage in financial transactions that are not presented on our consolidated balance sheets, or may be recorded on our consolidated balance sheets in amounts that are different from the full contract or notional amount of the transaction. Our off-balance sheet arrangements consist primarily of unadvanced loan commitments intended to meet the financial needs of our members and guarantees of member obligations, which may affect our liquidity and funding requirements based on the likelihood that borrowers will advance funds under the loan commitments or we will be required to perform under the guarantee obligations. We provide information on our unadvanced loan commitments in “Note 4—Loans” and information on our guarantee obligations in “Note 11—Guarantees.”

Projected Near-Term Sources and Uses of Funds

Table 24 below displays a projection of our primary long-term sources and uses of funds, by quarter, over each of the next six fiscal quarters through the quarter ending May 31, 2024. Our projection is based on the following, which includes several assumptions: (i) the estimated issuance of long-term debt, including collateral trust bonds and private placement of term debt, is based on our market-risk management goal of minimizing the mismatch between the cash flows from our financial assets and our financial liabilities; (ii) long-term loan scheduled amortization repayment amounts represent scheduled loan principal payments for long-term loans outstanding as of November 30, 2022, estimated loan principal payments for long-term loan advances, plus estimated prepayment amounts on long-term loans; (iii) long-term and subordinated debt maturities consist of both scheduled principal maturity and amortization amounts and projected principal maturity and amortization amounts on term debt outstanding in each period presented; and (iv) long-term loan advances are based on our current projection of member demand for loans. In addition, amounts available under our committed bank revolving lines of credit are intended to serve as a backup source of liquidity.

Table 24: Liquidity—Projected Long-Term Sources and Uses of Funds⁽¹⁾

(Dollars in millions)	Projected Long-Term Sources of Funds			Projected Long-Term Uses of Funds		
	Long-Term Debt Issuance	Anticipated Long-Term Loan Repayments ⁽²⁾	Total Projected Long-Term Sources of Funds	Long-Term and Subordinated Debt Maturities ⁽³⁾	Long-Term Loan Advances	Total Projected Long-Term Uses of Funds
3Q FY2023	\$ 1,636	\$ 386	\$ 2,022	\$ 894	\$ 823	\$ 1,717
4Q FY2023	272	371	643	170	688	858
1Q FY2024	441	375	816	627	625	1,252
2Q FY2024	518	359	877	673	609	1,282
3Q FY2024	1,459	387	1,846	1,096	637	1,733
4Q FY2024	130	373	503	84	623	707
Total	\$ 4,456	\$ 2,251	\$ 6,707	\$ 3,544	\$ 4,005	\$ 7,549

⁽¹⁾ The dates presented represent the end of each quarterly period through the quarter ended May 31, 2024.

⁽²⁾ Anticipated long-term loan repayments include scheduled long-term loan amortizations and anticipated cash repayments at repricing date.

⁽³⁾ Long-term debt maturities also include medium-term notes with an original maturity of one year or less and expected early redemptions of debt.

As displayed in Table 24, we currently project long-term advances of \$2,745 million over the next 12 months, which we project will exceed anticipated long-term loan repayments over the same period of \$1,491 million, resulting in net loan growth of approximately \$1,254 million over the next 12 months.

The estimates presented above are developed at a particular point in time based on our expected future business growth and funding. Our actual results and future estimates may vary, perhaps significantly, from the current projections, as a result of changes in market conditions, management actions or other factors.

Credit Ratings

Our funding and liquidity, borrowing capacity, ability to access capital markets and other sources of funds and the cost of these funds are partially dependent on our credit ratings.

On September 7, 2022, Fitch affirmed CFC’s credit ratings and stable outlook. On December 7, 2022, S&P affirmed CFC’s credit ratings and stable outlook. Table 25 displays our credit ratings as of November 30, 2022, which remain unchanged as of the date of this Report.

Table 25: Credit Ratings

	November 30, 2022		
	Moody’s	S&P	Fitch
CFC debt product type and outlook:			
Long-term issuer credit rating ⁽¹⁾	A2	A-	A
Senior secured debt ⁽²⁾	A1	A-	A+
Senior unsecured debt ⁽³⁾	A2	A-	A
Subordinated debt	A3	BBB	BBB+
Commercial paper	P-1	A-2	F1
Outlook	Stable	Stable	Stable

⁽¹⁾ Based on our senior unsecured debt rating.

⁽²⁾ Applies to our collateral trust bonds.

⁽³⁾ Applies to our medium-term notes.

See “Credit Risk—Counterparty Credit Risk—Credit Risk-Related Contingent Features” above for information on credit rating provisions related to our derivative contracts.

Financial Ratios

Our debt-to-equity ratio decreased to 12.64 as of November 30, 2022, from 13.59 as of May 31, 2022, primarily due to an increase in equity from our reported net income of \$352 million for the current year-to-date period, which was partially offset by a decrease in equity attributable to the CFC Board of Directors' authorized patronage capital retirement in July 2022 of \$59 million.

While our goal is to maintain an adjusted debt-to-equity ratio of approximately 6.00-to-1, the adjusted debt-to-equity ratio increased to 6.54 as of November 30, 2022 from 6.24 as of May 31, 2022, and was above our targeted goal, largely due to an increase in adjusted liabilities resulting from additional borrowings to fund growth in our loan portfolio and the CFC Board of Directors' authorized patronage capital retirement in July 2022 of \$59 million, partially offset by our current year-to-date period adjusted net income.

Debt Covenants

As part of our short-term and long-term borrowing arrangements, we are subject to various financial and operational covenants. If we fail to maintain specified financial ratios, such failure could constitute a default by CFC of certain debt covenants under our committed bank revolving line of credit agreements and senior debt indentures. We were in compliance with all covenants and conditions under our committed bank revolving line of credit agreements and senior debt indentures as of November 30, 2022.

As discussed above in "Summary of Selected Financial Data," the financial covenants set forth in our committed bank revolving line of credit agreements and senior debt indentures are based on adjusted financial measures, including adjusted TIER. We provide a reconciliation of adjusted TIER and other non-GAAP measures disclosed in this Report to the most comparable U.S. GAAP measures below in "Non-GAAP Financial Measures." See "Item 7. MD&A—Non-GAAP Measures" in our 2022 Form 10-K for a discussion of each of our non-GAAP measures and an explanation of the adjustments to derive these measures.

MARKET RISK

Interest rate risk represents our primary source of market risk, as interest rate-volatility can have a significant impact on the earnings and overall financial condition of a financial institution. We are exposed to interest rate risk primarily from the differences in the timing between the maturity or repricing of our loans and the liabilities funding our loans. We seek to generate stable adjusted net interest income on a sustained and long-term basis by minimizing the mismatch between the cash flows from our financial assets and our financial liabilities. We use derivatives as a tool in matching the duration and repricing characteristics of our interest-rate sensitive assets and liabilities. We provide additional information on our management of interest rate risk in our 2022 Form 10-K under "Item 7. MD&A—Market Risk—Interest Rate Risk Management."

Below we discuss how we measure interest rate risk. We also provide a status update on actions taken to identify, assess, monitor and mitigate risks associated with the expected discontinuance or unavailability of LIBOR and facilitate an orderly transition from LIBOR as a benchmark interest reference rate to an alternative benchmark rate.

Interest Rate Risk Assessment

Our Asset Liability Management ("ALM") framework includes the use of analytic tools and capabilities, enabling CFC to generate a comprehensive profile of our interest rate risk exposure. We routinely measure and assess our interest rate risk exposure using various methodologies through the use of ALM models that enable us to more accurately measure and monitor our interest rate risk exposure under multiple interest rate scenarios using several different techniques. Below we present two measures used to assess our interest rate risk exposure: (i) the interest rate sensitivity of projected net interest income and adjusted net interest income; and (ii) duration gap.

Interest Rate Sensitivity Analysis

We regularly evaluate the sensitivity of our interest-earning assets and the interest-bearing liabilities funding those assets and our net interest income and adjusted net interest income projections under multiple interest rate scenarios. Each month we update our ALM models to reflect our existing balance sheet position and incorporate different assumptions about forecasted changes in our balance sheet position over the next 12 months. Based on the forecasted balance sheet changes, we generate various projections of net interest income and adjusted net interest income over the next 12 months. Management reviews and assesses these projections and underlying assumptions to identify a baseline scenario of projected net interest income and adjusted net interest income over the next 12 months, which reflects what management considers, at the time, as the most likely scenario. As discussed under “Summary of Selected Financial Data,” we derive adjusted net interest income by adjusting our reported interest expense and net interest income to include the impact of net derivative cash settlements amounts.

Our interest rate sensitivity analyses take into consideration existing interest rate-sensitive assets and liabilities as of the reported balance sheet date and forecasted changes to the balance sheet over the next 12 months under management’s baseline projection. As discussed in the “Executive Summary—Outlook” section, we currently anticipate net long-term loan growth of \$1,254 million over the next 12 months. The yield curve has flattened throughout 2022 and has been inverted since June 2022, as shorter-term rates rose above longer-term rates, attributable to the increase in the target range for the federal funds rate by the FOMC. The consensus market outlook for interest rates as of December 2022 pointed to rising interest rates across the yield curve, with the yield curve remaining inverted until at least the third calendar quarter of 2024. Based on this yield curve forecast, we anticipate a decrease in our reported net interest income and reported net interest yield over the next 12 months relative to the prior 12-month period ended November 30, 2022. We also expect a modest decrease in our adjusted net interest income and adjusted net interest yield over the next 12 months relative to the prior 12-month period ended November 30, 2022, due to an anticipated significant reduction in our derivative net periodic cash settlements expense, which reduce our adjusted cost of borrowings.

Table 26 presents the estimated percentage impact that a hypothetical instantaneous parallel shift of plus or minus 100 basis points in the interest rate yield curve, relative to our base case forecast yield curve, would have on our projected baseline 12-month net interest income and adjusted net interest income as of November 30, 2022 and May 31, 2022. In instances where the hypothetical instantaneous interest rate shift of minus 100 basis points results in a negative interest rate, we assume an interest rate floor rate of 0%. We also present the estimated percentage impact on our projected baseline 12-month net interest income and adjusted net interest income assuming a hypothetical inverted yield curve under which shorter-term interest rates increase by an instantaneous 75 basis points and longer-term interest rates decrease by an instantaneous 75 basis points.

Table 26: Interest Rate Sensitivity Analysis

Estimated Impact ⁽¹⁾	November 30, 2022			May 31, 2022		
	+ 100 Basis Points	– 100 Basis Points	Inverted	+ 100 Basis Points	– 100 Basis Points	Inverted
Net interest income	(10.98)%	11.36%	(11.68)%	(9.76)%	9.68%	(14.25)%
Derivative cash settlements interest expense	12.98%	(13.07)%	10.58%	10.49%	(10.49)%	7.95%
Adjusted net interest income ⁽²⁾	2.00%	(1.71)%	(1.10)%	0.74%	(0.81)%	(6.31)%

⁽¹⁾The actual impact on our reported and adjusted net interest income may differ significantly from the sensitivity analysis presented.

⁽²⁾We include net periodic derivative cash settlement interest expense amounts as a component of interest expense in deriving adjusted net interest income. See the section “Non-GAAP Financial Measures” for a reconciliation of the non-GAAP measures presented in this Report to the most comparable U.S. GAAP measure.

The changes in the sensitivity measures between November 30, 2022 and May 31, 2022 are primarily attributable to changes in the timing, size, and composition of our forecasted balance sheet, as well as changes in current interest rates and forecasted interest rates. As the interest rate sensitivity simulations displayed in Table 26 indicate, we would expect an unfavorable impact on our projected net interest income over a 12-month horizon as of November 30, 2022, under the hypothetical scenarios of an instantaneous parallel shift of plus 100 basis points in the interest rate yield curve and a further

inverted yield curve. However, we would expect a slightly unfavorable impact on our adjusted net interest income over a 12-month horizon as of November 30, 2022, under the hypothetical scenarios of an instantaneous parallel shift of minus 100 basis points in the interest rate yield curve and a further inverted yield curve.

Duration Gap

The duration gap, which represents the difference between the estimated duration of our interest-earning assets and the estimated duration of our interest-bearing liabilities, summarizes the extent to which the cash flows for assets and liabilities are matched over time. We use derivatives in managing the differences in timing between the maturities or repricing of our interest earning assets and the debt funding those assets. A positive duration gap indicates that the duration of our interest-earning assets is greater than the duration of our debt and derivatives, and therefore an increased exposure to rising interest rates over the long term. Conversely, a negative duration gap indicates that the duration of our interest-earning assets is less than the duration of our debt and derivatives, and therefore an increased exposure to declining interest rates over the long term. While the duration gap provides a relatively concise and simple measure of the interest rate risk inherent in our consolidated balance sheet as of the reported date, it does not incorporate projected changes in our consolidated balance sheet.

The duration gap narrowed to plus 2.98 months as of November 30, 2022, from plus 5.29 months as of May 31, 2022 and was within the risk limits and guidelines established by CFC's Asset Liability Committee as of each respective date. The narrowing of the duration gap is due primarily to the funding of \$1,478 million in long-term fixed-rate loan advances during the current year-to-date period with longer duration borrowings and an increase in line of credit loans outstanding of \$688 million, reducing the duration of interest-earning assets.

Limitations of Interest Rate Risk Measures

While we believe that the interest income sensitivities and duration gap measures provided are useful tools in assessing our interest rate risk exposure, there are inherent limitations in any methodology used to estimate the exposure to changes in market interest rates. These measures should be understood as estimates rather than as precise measurements. The interest rate sensitivity analyses only contemplate certain hypothetical movements in interest rates and are performed at a particular point in time based on the existing balance sheet and, in some cases, expected future business growth and funding mix assumptions. The strategic actions that management may take to manage our balance sheet may differ significantly from our projections, which could cause our actual interest income to differ substantially from the above sensitivity analysis. Moreover, as discussed above, we use various other methodologies to measure and monitor our interest rate risk under multiple interest rate scenarios, which, together, provide a comprehensive profile of our interest rate risk.

LIBOR Transition

In July 2017, the United Kingdom's Financial Conduct Authority ("FCA"), which regulates the LIBOR index, announced that it intended to stop compelling banks to submit the rates required to calculate LIBOR after December 31, 2021. Following this announcement, the Federal Reserve Board and the Federal Reserve Bank of New York established the Alternative Reference Rates Committee ("ARRC") which is comprised of private-market participants and ex-officio members representing banking and financial sector regulators. The ARRC has recommended SOFR as the alternative reference rate.

In March 2021, the FCA and the Intercontinental Exchange ("ICE") Benchmark Administration, the administrator for LIBOR, concurrently confirmed the intention to stop requiring banks to submit the rates required to calculate LIBOR after December 31, 2021 for one-week and two-month LIBOR and June 30, 2023 for all remaining LIBOR tenors. Pursuant to the announcement, one-week and two-month LIBOR ceased to be published immediately after December 31, 2021, and all remaining USD LIBOR tenors will cease to be published or lose representativeness immediately after June 30, 2023.

We established a cross-functional LIBOR working group that identified CFC's exposure, assessed the potential risks related to the transition from LIBOR to a new index and developed a strategic transition plan. Our transition effort is focused on two objectives: (i) remediation of our existing LIBOR exposures and (ii) transitioning ongoing activities away from LIBOR. The LIBOR working group has been closely monitoring and assessing developments with respect to the LIBOR transition and providing regular reports to our senior management team and the CFC Board of Directors. We have identified all of

CFC’s LIBOR-based contracts and financial instruments, evaluated the impact of the LIBOR transition on our existing systems, models and processes and updated all internal systems to accommodate SOFR as a new index. CFC has made substantial efforts to remediate its LIBOR exposures that have a contractual maturity date after June 30, 2023, including incorporating hardwired fallback language in agreements to transition instruments to SOFR following the cessation of LIBOR or amending agreements to replace LIBOR with a new benchmark index. On October 20, 2022, we amended the three-year and four-year revolving credit agreements to extend the maturity dates to November 28, 2025 and November 28, 2026, respectively, and to replace LIBOR with Term SOFR. Certain legacy LIBOR instruments may be covered by the Adjustable Interest Rate Act of 2021 that was signed into federal law in March 2022.

Table 27 summarizes our outstanding LIBOR-indexed financial instruments as of November 30, 2022 that have a contractual maturity date after June 30, 2023. These financial instruments are included in amounts reported on our consolidated balance sheets.

Table 27: LIBOR-Indexed Financial Instruments

(Dollars in millions)	November 30, 2022
Loans to members, performing	\$ 334
Investment securities	45
Debt	1,628

In addition to the financial instruments presented in Table 27, we have outstanding LIBOR-indexed interest rate swaps and unadvanced loan commitments that have a contractual maturity date after June 30, 2023. The aggregate notional amount of these interest rate swaps was \$7,047 million as of November 30, 2022, which represented 90% of the total notional amount of our outstanding interest rate swaps of \$7,787 million as of November 30, 2022. The aggregate amount of the unadvanced loan commitments was \$2,077 million as of November 30, 2022, which represented 14% of the total unadvanced loan commitments of \$14,462 million as of November 30, 2022.

We ceased originating new LIBOR-based loans effective December 31, 2021. We have confirmed CFC’s adherence to the International Swaps and Derivatives Association, Inc. 2020 LIBOR Fallbacks Protocol for our derivative instruments.

We discuss the risks related to the uncertainty as to the nature of potential changes and other reforms associated with the transition away from and expected replacement of LIBOR as a benchmark interest rate under “Item 1A. Risk Factors” in our 2022 Form 10-K.

NON-GAAP FINANCIAL MEASURES

As discussed above in the section “Summary of Selected Financial Data,” in addition to financial measures determined in accordance with U.S. GAAP, management evaluates performance based on certain non-GAAP measures, which we refer to as “adjusted” measures. Below we provide a reconciliation of our adjusted measures presented in this Report to the most comparable U.S. GAAP measures. See “Item 7. MD&A—Non-GAAP Measures” in our 2022 Form 10-K for a discussion of each of our non-GAAP measures and an explanation of the adjustments to derive these measures.

Net Income and Adjusted Net Income

Table 28 provides a reconciliation of adjusted interest expense, adjusted net interest income, adjusted total revenue and adjusted net income to the comparable U.S. GAAP measures for the three and six months ended November 30, 2022 and 2021. These adjusted measures are used in the calculation of our adjusted net interest yield and adjusted TIER.

Table 28: Adjusted Net Income

(Dollars in thousands)	Three Months Ended November 30,		Six Months Ended November 30,	
	2022	2021	2022	2021
Adjusted net interest income:				
Interest income	\$ 324,194	\$ 283,152	\$ 631,172	\$ 566,420
Interest expense	(245,444)	(173,596)	(454,912)	(348,373)
Include: Derivative cash settlements interest income (expense) ⁽¹⁾	4,801	(25,952)	(5,984)	(53,515)
Adjusted interest expense	(240,643)	(199,548)	(460,896)	(401,888)
Adjusted net interest income	<u>\$ 83,551</u>	<u>\$ 83,604</u>	<u>\$ 170,276</u>	<u>\$ 164,532</u>
Adjusted total revenue:				
Net interest income	\$ 78,750	\$ 109,556	\$ 176,260	\$ 218,047
Fee and other income	4,166	4,831	8,222	8,772
Total revenue	82,916	114,387	184,482	226,819
Include: Derivative cash settlements interest income (expense) ⁽¹⁾	4,801	(25,952)	(5,984)	(53,515)
Adjusted total revenue	<u>\$ 87,717</u>	<u>\$ 88,435</u>	<u>\$ 178,498</u>	<u>\$ 173,304</u>
Adjusted net income:				
Net income	\$ 189,764	\$ 135,729	\$ 351,638	\$ 45,397
Exclude: Derivative forward value gains (losses) ⁽²⁾	141,989	72,038	246,361	(72,562)
Adjusted net income	<u>\$ 47,775</u>	<u>\$ 63,691</u>	<u>\$ 105,277</u>	<u>\$ 117,959</u>

⁽¹⁾Represents the net periodic contractual interest expense amount on our interest-rate swaps during the reporting period.

⁽²⁾Represents the change in fair value of our interest rate swaps during the reporting period due to changes in expected future interest rates over the remaining life of our derivative contracts.

We primarily fund our loan portfolio through the issuance of debt. However, we use derivatives as economic hedges as part of our strategy to manage the interest rate risk associated with funding our loan portfolio. We therefore consider the interest expense incurred on our derivatives to be part of our funding cost in addition to the interest expense on our debt. As such, we add net periodic derivative cash settlements interest expense amounts to our reported interest expense to derive our adjusted interest expense and adjusted net interest income. We exclude unrealized derivative forward value gains and losses from our adjusted total revenue and adjusted net income.

TIER and Adjusted TIER

Table 29 displays the calculation of our TIER and adjusted TIER for the three and six months ended November 30, 2022 and 2021.

Table 29: TIER and Adjusted TIER

	Three Months Ended November 30,		Six Months Ended November 30,	
	2022	2021	2022	2021
TIER ⁽¹⁾	1.77	1.78	1.77	1.13
Adjusted TIER ⁽²⁾	1.20	1.32	1.23	1.29

⁽¹⁾ TIER is calculated based on our net income (loss) plus interest expense for the period divided by interest expense for the period.

⁽²⁾ Adjusted TIER is calculated based on adjusted net income (loss) plus adjusted interest expense for the period divided by adjusted interest expense for the period.

Liabilities and Equity and Adjusted Liabilities and Equity

Table 30 provides a reconciliation between our total liabilities and total equity and the adjusted amounts used in the calculation of our adjusted debt-to-equity ratio as of November 30, 2022 and May 31, 2022. As indicated in Table 30, subordinated debt is treated in the same manner as equity in calculating our adjusted-debt-to-equity ratio.

Table 30: Adjusted Liabilities and Equity

(Dollars in thousands)	November 30, 2022	May 31, 2022
Adjusted total liabilities:		
Total liabilities	\$ 30,754,658	\$ 29,109,413
Exclude:		
Derivative liabilities	133,373	128,282
Debt used to fund loans guaranteed by RUS	126,976	131,128
Subordinated deferrable debt	986,624	986,518
Subordinated certificates	1,238,552	1,234,161
Adjusted total liabilities	<u>\$ 28,269,133</u>	<u>\$ 26,629,324</u>
Adjusted total equity:		
Total equity	\$ 2,433,712	\$ 2,141,969
Exclude:		
Prior fiscal year-end cumulative derivative forward value gains (losses) ⁽¹⁾	90,831	(467,036)
Year-to-date derivative forward value gains ⁽¹⁾	246,361	557,867
Period-end cumulative derivative forward value gains ⁽¹⁾	337,192	90,831
AOCI attributable to derivatives ⁽²⁾	1,163	1,341
Subtotal	<u>338,355</u>	<u>92,172</u>
Include:		
Subordinated deferrable debt	986,624	986,518
Subordinated certificates	1,238,552	1,234,161
Subtotal	<u>2,225,176</u>	<u>2,220,679</u>
Adjusted total equity	<u>\$ 4,320,533</u>	<u>\$ 4,270,476</u>

⁽¹⁾ Represents consolidated total derivative forward value gains (losses).

⁽²⁾ Represents the AOCI amount related to derivatives. See “Note 10—Equity” for the additional components of AOCI.

Debt-to-Equity and Adjusted Debt-to-Equity Ratios

Table 31 displays the calculations of our debt-to-equity and adjusted debt-to-equity ratios as of November 30, 2022 and May 31, 2022.

Table 31: Debt-to-Equity Ratio and Adjusted Debt-to-Equity Ratio

(Dollars in thousands)	November 30, 2022	May 31, 2022
Debt-to equity ratio:		
Total liabilities	\$ 30,754,658	\$ 29,109,413
Total equity	2,433,712	2,141,969
Debt-to-equity ratio ⁽¹⁾	12.64	13.59
Adjusted debt-to-equity ratio:		
Adjusted total liabilities ⁽²⁾	\$ 28,269,133	\$ 26,629,324
Adjusted total equity ⁽²⁾	4,320,533	4,270,476
Adjusted debt-to-equity ratio ⁽³⁾	6.54	6.24

⁽¹⁾ Calculated based on total liabilities at period end divided by total equity at period end.

⁽²⁾ See Table 30 above for details on the calculation of these non-GAAP adjusted measures and the reconciliation to the most comparable U.S. GAAP measures.

⁽³⁾ Calculated based on adjusted total liabilities at period end divided by adjusted total equity at period end.

Total CFC Equity and Members' Equity

Members' equity excludes the noncash impact of derivative forward value gains (losses) and foreign currency adjustments recorded in net income and amounts recorded in accumulated other comprehensive income. Because these amounts generally have not been realized, they are not available to members and are excluded by the CFC Board of Directors in determining the annual allocation of adjusted net income to patronage capital, to the members' capital reserve and to other member funds. Table 32 provides a reconciliation of members' equity to total CFC equity as of November 30, 2022 and May 31, 2022. We present the components of accumulated other comprehensive income in "Note 10—Equity."

Table 32: Members' Equity

(Dollars in thousands)	November 30, 2022	May 31, 2022
Members' equity:		
Total CFC equity	\$ 2,406,393	\$ 2,114,573
Exclude:		
Accumulated other comprehensive income	2,080	2,258
Period-end cumulative derivative forward value gains attributable to CFC ⁽¹⁾	336,940	92,363
Subtotal	339,020	94,621
Members' equity	\$ 2,067,373	\$ 2,019,952

⁽¹⁾ Represents period-end cumulative derivative forward value gains for CFC only, as total CFC equity does not include the noncontrolling interests of the variable interest entities NCSC and RTFC, which we are required to consolidate. We report the separate results of operations for CFC in "Note 14—Business Segments." The period-end cumulative derivative forward value total gains amounts as of November 30, 2022 and May 31, 2022 are presented above in Table 30.

Item 1. Financial Statements

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NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION
CONSOLIDATED STATEMENTS OF OPERATIONS
(UNAUDITED)

(Dollars in thousands)	Three Months Ended November 30,		Six Months Ended November 30,	
	2022	2021	2022	2021
Interest income	\$ 324,194	\$ 283,152	\$ 631,172	\$ 566,420
Interest expense	(245,444)	(173,596)	(454,912)	(348,373)
Net interest income	78,750	109,556	176,260	218,047
Benefit (provision) for credit losses	(11,628)	3,400	(15,124)	(603)
Net interest income after benefit (provision) for credit losses	67,122	112,956	161,136	217,444
Non-interest income:				
Fee and other income	4,166	4,831	8,222	8,772
Derivative gains (losses)	146,790	46,086	240,377	(126,077)
Investment securities losses	(493)	(4,344)	(4,172)	(6,569)
Total non-interest income	150,463	46,573	244,427	(123,874)
Non-interest expense:				
Salaries and employee benefits	(14,206)	(12,380)	(27,984)	(25,690)
Other general and administrative expenses	(13,041)	(10,715)	(24,782)	(21,615)
Other non-interest expense	(355)	(431)	(677)	(687)
Total non-interest expense	(27,602)	(23,526)	(53,443)	(47,992)
Income before income taxes	189,983	136,003	352,120	45,578
Income tax provision	(219)	(274)	(482)	(181)
Net income	189,764	135,729	351,638	45,397
Less: Net income attributable to noncontrolling interests	(27)	(631)	(220)	(193)
Net income attributable to CFC	\$ 189,737	\$ 135,098	\$ 351,418	\$ 45,204

The accompanying Notes to Consolidated Financial Statements (Unaudited) are an integral part of these statements.

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(UNAUDITED)

(Dollars in thousands)	Three Months Ended November 30,		Six Months Ended November 30,	
	2022	2021	2022	2021
Net income	\$ 189,764	\$ 135,729	\$ 351,638	\$ 45,397
Other comprehensive income (loss):				
Changes in unrealized gains on derivative cash flow hedges	—	3,612	—	4,028
Reclassification to earnings of realized gains on derivatives	(189)	(143)	(378)	(240)
Defined benefit plan adjustments	100	72	200	143
Other comprehensive income (loss)	(89)	3,541	(178)	3,931
Total comprehensive income	189,675	139,270	351,460	49,328
Less: Total comprehensive income attributable to noncontrolling interests	(27)	(631)	(220)	(193)
Total comprehensive income attributable to CFC	\$ 189,648	\$ 138,639	\$ 351,240	\$ 49,135

The accompanying Notes to Consolidated Financial Statements (Unaudited) are an integral part of these statements.

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION
CONSOLIDATED BALANCE SHEETS
(UNAUDITED)

(Dollars in thousands)	November 30, 2022	May 31, 2022
Assets:		
Cash and cash equivalents	\$ 271,767	\$ 153,551
Restricted cash	9,881	7,563
Total cash, cash equivalents and restricted cash	<u>281,648</u>	<u>161,114</u>
Investment securities:		
Debt securities trading, at fair value (\$407,934 and \$— pledged as collateral as of November 30, 2022 and May 31, 2022, respectively)	567,291	566,146
Equity securities, at fair value	40,437	33,758
Total investment securities, at fair value	<u>607,728</u>	<u>599,904</u>
Loans to members	31,577,351	30,063,386
Less: Allowance for credit losses	(67,615)	(67,560)
Loans to members, net	<u>31,509,736</u>	<u>29,995,826</u>
Accrued interest receivable	146,911	111,418
Other receivables	33,204	35,431
Fixed assets, net	110,196	101,762
Derivative assets	473,317	222,042
Other assets	25,630	23,885
Total assets	<u>\$ 33,188,370</u>	<u>\$ 31,251,382</u>
Liabilities:		
Accrued interest payable	\$ 169,168	\$ 131,950
Debt outstanding:		
Short-term borrowings	5,594,212	4,981,167
Long-term debt	22,537,424	21,545,440
Subordinated deferrable debt	986,624	986,518
Members' subordinated certificates:		
Membership subordinated certificates	628,608	628,603
Loan and guarantee subordinated certificates	363,781	365,388
Member capital securities	246,163	240,170
Total members' subordinated certificates	<u>1,238,552</u>	<u>1,234,161</u>
Total debt outstanding	<u>30,356,812</u>	<u>28,747,286</u>
Patronage capital retirement payable	2,704	—
Deferred income	41,147	44,332
Derivative liabilities	133,373	128,282
Other liabilities	51,454	57,563
Total liabilities	<u>30,754,658</u>	<u>29,109,413</u>
Equity:		
CFC equity:		
Retained equity	2,404,313	2,112,315
Accumulated other comprehensive income (loss)	2,080	2,258
Total CFC equity	<u>2,406,393</u>	<u>2,114,573</u>
Noncontrolling interests	27,319	27,396
Total equity	<u>2,433,712</u>	<u>2,141,969</u>
Total liabilities and equity	<u>\$ 33,188,370</u>	<u>\$ 31,251,382</u>

The accompanying Notes to Consolidated Financial Statements (Unaudited) are an integral part of these statements.

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(UNAUDITED)

Three Months Ended November 30, 2022									
(Dollars in thousands)	Membership Fees and Educational Fund	Patronage Capital Allocated	Members' Capital Reserve	Unallocated Net Income (Loss)	CFC Retained Equity	Accumulated Other Comprehensive Income (Loss)	Total CFC Equity	Non-controlling Interests	Total Equity
Balance as of August 31, 2022	\$ 3,052	\$ 896,096	\$ 1,062,286	\$ 253,335	\$ 2,214,769	\$ 2,169	\$ 2,216,938	\$ 29,997	\$ 2,246,935
Net income	—	—	—	189,737	189,737	—	189,737	27	189,764
Other comprehensive loss	—	—	—	—	—	(89)	(89)	—	(89)
Patronage capital retirement	—	—	—	—	—	—	—	(2,704)	(2,704)
Other	(193)	—	—	—	(193)	—	(193)	(1)	(194)
Balance as of November 30, 2022	<u>\$ 2,859</u>	<u>\$ 896,096</u>	<u>\$ 1,062,286</u>	<u>\$ 443,072</u>	<u>\$ 2,404,313</u>	<u>\$ 2,080</u>	<u>\$ 2,406,393</u>	<u>\$ 27,319</u>	<u>\$ 2,433,712</u>
Six Months Ended November 30, 2022									
Balance as of May 31, 2022	\$ 3,387	\$ 954,988	\$ 1,062,286	\$ 91,654	\$ 2,112,315	\$ 2,258	\$ 2,114,573	\$ 27,396	\$ 2,141,969
Net income	—	—	—	351,418	351,418	—	351,418	220	351,638
Other comprehensive loss	—	—	—	—	—	(178)	(178)	—	(178)
Patronage capital retirement	—	(58,892)	—	—	(58,892)	—	(58,892)	(2,704)	(61,596)
Other	(528)	—	—	—	(528)	—	(528)	2,407	1,879
Balance as of November 30, 2022	<u>\$ 2,859</u>	<u>\$ 896,096</u>	<u>\$ 1,062,286</u>	<u>\$ 443,072</u>	<u>\$ 2,404,313</u>	<u>\$ 2,080</u>	<u>\$ 2,406,393</u>	<u>\$ 27,319</u>	<u>\$ 2,433,712</u>
Three Months Ended November 30, 2021									
(Dollars in thousands)	Membership Fees and Educational Fund	Patronage Capital Allocated	Members' Capital Reserve	Unallocated Net Income (Loss)	CFC Retained Equity	Accumulated Other Comprehensive Income (Loss)	Total CFC Equity	Non-controlling Interests	Total Equity
Balance as of August 31, 2021	\$ 2,756	\$ 866,405	\$ 909,749	\$ (551,765)	\$ 1,227,145	\$ 365	\$ 1,227,510	\$ 26,710	\$ 1,254,220
Net income	—	—	—	135,098	135,098	—	135,098	631	135,729
Other comprehensive income	—	—	—	—	—	3,541	3,541	—	3,541
Patronage capital retirement	—	—	—	—	—	—	—	(2,414)	(2,414)
Other	(91)	—	—	—	(91)	—	(91)	—	(91)
Balance as of November 30, 2021	<u>\$ 2,665</u>	<u>\$ 866,405</u>	<u>\$ 909,749</u>	<u>\$ (416,667)</u>	<u>\$ 1,362,152</u>	<u>\$ 3,906</u>	<u>\$ 1,366,058</u>	<u>\$ 24,927</u>	<u>\$ 1,390,985</u>
Six Months Ended November 30, 2021									
Balance as of May 31, 2021	\$ 3,125	\$ 923,970	\$ 909,749	\$ (461,871)	\$ 1,374,973	\$ (25)	\$ 1,374,948	\$ 24,931	\$ 1,399,879
Net income	—	—	—	45,204	45,204	—	45,204	193	45,397
Other comprehensive income	—	—	—	—	—	3,931	3,931	—	3,931
Patronage capital retirement	—	(57,565)	—	—	(57,565)	—	(57,565)	(2,414)	(59,979)
Other	(460)	—	—	—	(460)	—	(460)	2,217	1,757
Balance as of November 30, 2021	<u>\$ 2,665</u>	<u>\$ 866,405</u>	<u>\$ 909,749</u>	<u>\$ (416,667)</u>	<u>\$ 1,362,152</u>	<u>\$ 3,906</u>	<u>\$ 1,366,058</u>	<u>\$ 24,927</u>	<u>\$ 1,390,985</u>

The accompanying Notes to Consolidated Financial Statements (Unaudited) are an integral part of these statements.

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)

(Dollars in thousands)	Six Months Ended November 30,	
	2022	2021
Cash flows from operating activities:		
Net income	\$ 351,638	\$ 45,397
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization of deferred loan fees	(3,882)	(4,232)
Amortization of debt issuance costs and discounts	14,364	13,559
Amortization of guarantee fee	9,377	9,524
Depreciation and amortization	2,546	3,974
Provision for credit losses	15,124	603
Unrealized losses on equity and debt securities	1,828	6,512
Derivative forward value (gains) losses	(246,361)	72,562
Advances on loans held for sale	(112,142)	(24,526)
Proceeds from sales of loans held for sale	155,942	3,526
Changes in operating assets and liabilities:		
Accrued interest receivable	(35,493)	(525)
Accrued interest payable	37,218	(3,233)
Deferred income	697	180
Other	(14,461)	(5,235)
Net cash provided by operating activities	<u>176,395</u>	<u>118,086</u>
Cash flows from investing activities:		
Advances on loans held for investments, net	(1,572,339)	(498,707)
Investments in fixed assets, net	(10,232)	(8,722)
Purchase of trading securities	(107,734)	(86,334)
Proceeds from sales and maturities of trading securities	95,738	64,922
Net cash used in investing activities	<u>(1,594,567)</u>	<u>(528,841)</u>
Cash flows from financing activities:		
Proceeds from short-term borrowings ≤ 90 days, net	612,734	321,906
Proceeds from short-term borrowings with original maturity > 90 days	1,505,587	1,258,908
Repayments of short-term borrowings with original maturity > 90 days	(1,505,276)	(1,415,975)
Payments for issuance costs for revolving bank lines of credit	(2,008)	(3,563)
Proceeds from issuance of long-term debt, net of discount and issuance costs	2,011,627	1,459,259
Payments for retirement of long-term debt	(1,031,862)	(1,269,318)
Proceeds from issuance of members' subordinated certificates	6,127	177
Payments for retirement of members' subordinated certificates	(1,736)	(2,488)
Payments for retirement of patronage capital	(56,485)	(57,760)
Repayments for membership fees, net	(2)	—
Net cash provided by financing activities	<u>1,538,706</u>	<u>291,146</u>
Net increase (decrease) in cash, cash equivalents and restricted cash	120,534	(119,609)
Beginning cash, cash equivalents and restricted cash	161,114	303,361
Ending cash, cash equivalents and restricted cash	\$ 281,648	\$ 183,752
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 408,374	\$ 335,793
Cash paid for income taxes	66	12

The accompanying Notes to Consolidated Financial Statements (Unaudited) are an integral part of these statements.

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Company

National Rural Utilities Cooperative Finance Corporation (“CFC”) is a tax-exempt, member-owned cooperative association incorporated under the laws of the District of Columbia in April 1969. CFC’s principal purpose is to provide its members with financing to supplement the loan programs of the Rural Utilities Service (“RUS”) of the United States Department of Agriculture (“USDA”). CFC makes loans to its rural electric members so they can acquire, construct and operate electric distribution systems, electric generation and transmission (“power supply”) systems and related facilities. CFC also provides its members with credit enhancements in the form of letters of credit and guarantees of debt obligations. As a cooperative, CFC is owned by and exclusively serves its membership, which consists of not-for-profit entities or subsidiaries or affiliates of not-for-profit entities.

Basis of Presentation and Use of Estimates

The accompanying unaudited interim consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States (“U.S. GAAP.”) These consolidated financial statements include the accounts of CFC and variable interest entities (“VIEs”) where CFC is the primary beneficiary. National Cooperative Services Corporation (“NCSC”) and Rural Telephone Finance Cooperative (“RTFC”) are VIEs that are required to be consolidated by CFC. NCSC is a taxable member-owned cooperative that may provide financing to members of CFC, government or quasi-government entities which own electric utility systems that meet the Rural Electrification Act definition of “rural,” and for-profit and nonprofit entities that are owned, operated or controlled by, or provide significant benefits to certain members of CFC. RTFC is a taxable Subchapter T cooperative association that provides financing for its rural telecommunications members and their affiliates. All intercompany balances and transactions have been eliminated. Unless stated otherwise, references to “we,” “our” or “us” relate to CFC and its consolidated entities.

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts and related disclosures during the period. Management’s most significant estimates and assumptions involve determining the allowance for credit losses. These estimates are based on information available as of the date of the consolidated financial statements. While management makes its best judgments, actual amounts or results could differ from these estimates. In the opinion of management, these unaudited interim financial statements reflect all adjustments of a normal, recurring nature that are necessary for the fair statement of results for the periods presented. The results in the interim financial statements included in our Quarterly Report on Form 10-Q for the quarterly period ended November 30, 2022 (“this Report”) are not necessarily indicative of results that may be expected for the full fiscal year, and the unaudited interim consolidated financial statements should be read in conjunction with our audited consolidated financial statements included in CFC’s Annual Report on Form 10-K for the fiscal year ended May 31, 2022 (“2022 Form 10-K.”) Certain reclassifications and updates may have been made to the presentation of information in prior periods to conform to the current period presentation. These reclassifications had no effect on prior periods’ net income (loss) or equity.

New Accounting Standards

Financial Instruments—Credit Losses, Troubled Debt Restructurings (“TDRs”) and Vintage Disclosures

In March 2022, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2022-02, *Financial Instruments—Credit Losses (Topic 326): Troubled Debt Restructurings and Vintage Disclosures*, which addresses and amends areas identified by the FASB as part of its post-implementation review of the accounting standard that introduced the current expected credit losses (“CECL”) model. The amendments eliminate the accounting guidance for

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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troubled debt restructurings by creditors that have adopted the CECL model and enhance the disclosure requirements for loan refinancings and restructurings made with borrowers experiencing financial difficulty. In addition, the amendments require disclosure of current-period gross write-offs for financing receivables and net investment in leases by year of origination in the vintage disclosures. ASU 2022-02 is effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years for entities, such as CFC, that have adopted the CECL accounting standard. Early adoption, however, is permitted if an entity has adopted the CECL accounting standard. We expect to adopt the guidance for our fiscal year beginning June 1, 2023. While the guidance will result in expanded disclosures, we do not expect an impact on our consolidated results of operation, financial condition or liquidity from adoption of this accounting standard.

Reference Rate Reform

In March 2020, the FASB issued ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*, which provides temporary optional expedients and exceptions for applying U.S. GAAP on contracts, hedging relationships and other transactions subject to modification due to the expected discontinuance of the London Interbank Offered Rate (“LIBOR”) and other reference rate reform changes to ease the potential accounting and financial burdens related to the expected transition in market reference rates. This guidance permits entities to elect not to apply certain modification accounting requirements to contracts affected by reference rate transition, if certain criteria are met. An entity that makes this election would not be required to remeasure modified contracts at the modification date or reassess a previous accounting determination. The guidance was effective upon issuance on March 12, 2020, and can generally be applied through December 31, 2022. On December 21, 2022, the FASB issued ASU 2022-06, *Reference Rate Reform (Topic 848): Deferral of the Sunset Date of Topic 848*, which extends the period of time entities can utilize the reference rate reform relief guidance under ASU 2020-04 from December 31, 2022 to December 31, 2024. Upon issuance of ASU 2020-04, we elected to apply certain of the optional expedients for contract modifications to our financial instruments impacted by the LIBOR discontinuance. We expect to continue to elect various optional expedients for contract modifications to our financial instruments affected by the reference rate reform through the effective date of December 31, 2024, as extended by ASU 2022-06. The application of this guidance did not have a material impact on our consolidated financial statements.

NOTE 2—INTEREST INCOME AND INTEREST EXPENSE

The following table displays the components of interest income, by interest-earning asset type, and interest expense, by debt product type, presented on our consolidated statements of operations for the three and six months ended November 30, 2022 and 2021.

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Table 2.1: Interest Income and Interest Expense

(Dollars in thousands)	Three Months Ended November 30,		Six Months Ended November 30,	
	2022	2021	2022	2021
Interest income:				
Loans ⁽¹⁾	\$ 318,837	\$ 279,368	\$ 621,517	\$ 558,187
Investment securities	5,357	3,784	9,655	8,233
Total interest income	324,194	283,152	631,172	566,420
Interest expense: ⁽²⁾⁽³⁾				
Short-term borrowings	41,186	3,076	65,395	6,469
Long-term debt	177,921	144,096	336,802	288,969
Subordinated debt	26,337	26,424	52,715	52,935
Total interest expense	245,444	173,596	454,912	348,373
Net interest income	\$ 78,750	\$ 109,556	\$ 176,260	\$ 218,047

⁽¹⁾ Includes loan conversion fees, which are generally deferred and recognized in interest income over the period to maturity using the effective interest method, late payment fees, commitment fees and net amortization of deferred loan fees and loan origination costs.

⁽²⁾ Includes amortization of debt discounts and debt issuance costs, which are generally deferred and recognized as interest expense over the period to maturity using the effective interest method. Issuance costs related to dealer commercial paper, however, are recognized in interest expense immediately as incurred.

⁽³⁾ Includes fees related to funding arrangements, such as up-front fees paid to banks participating in our committed bank revolving line of credit agreements. Based on the nature of the fees, the amount is either recognized immediately as incurred or deferred and recognized in interest expense ratably over the term of the arrangement.

Deferred income reported on our consolidated balance sheets of \$41 million and \$44 million as of November 30, 2022 and May 31, 2022, respectively, consists primarily of deferred loan conversion fees that totaled \$34 million and \$37 million as of each respective date.

NOTE 3—INVESTMENT SECURITIES

Our investment securities portfolio consists of debt securities classified as trading and equity securities with readily determinable fair values. We therefore record changes in the fair value of our debt and equity securities in earnings and report these unrealized changes together with realized gains and losses from the sale of securities as a component of non-interest income in our consolidated statements of operations.

Debt Securities

The following table presents the composition of our investment debt securities portfolio and the fair value as of November 30, 2022 and May 31, 2022.

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Table 3.1: Investments in Debt Securities, at Fair Value

(Dollars in thousands)	November 30, 2022	May 31, 2022
Debt securities, at fair value:		
Commercial paper	\$ —	\$ 9,985
Corporate debt securities	481,984	487,172
Commercial agency mortgage-backed securities (“MBS”) ⁽¹⁾	7,376	7,815
U.S. state and municipality debt securities	28,952	27,778
Foreign government debt securities	956	967
Other asset-backed securities ⁽²⁾	48,023	32,429
Total debt securities trading, at fair value	\$ 567,291	\$ 566,146

⁽¹⁾Consists of securities backed by the Federal National Mortgage Association (“Fannie Mae”) and the Federal Home Loan Mortgage Corporation (“Freddie Mac”).

⁽²⁾Consists primarily of securities backed by auto lease loans, equipment-backed loans, auto loans and credit card loans.

We recognized net unrealized losses on our debt securities of \$3 million and \$6 million for the three months ended November 30, 2022 and 2021, respectively. We recognized net unrealized losses on our debt securities of \$9 million for both the six months ended November 30, 2022 and 2021.

We did not sell any debt securities during the three and six months ended November 30, 2022; therefore, no realized gains or losses were recorded during each period for sale of securities. We did not sell any debt securities during the three months ended November 30, 2021. We sold \$2 million of debt securities at fair value during the six months ended November 30, 2021 and recorded gains on the sale of these securities of less than \$1 million for the period.

Pledged Collateral—Debt securities

Under master repurchase agreements that we have with counterparties, we can obtain short-term funding by selling investment-grade corporate debt securities from our investment portfolio subject to an obligation to repurchase the same or similar securities at an agreed-upon price and date. Because we retain effective control over the transferred securities, transactions under these repurchase agreements are accounted for as collateralized financing agreements (*i.e.*, secured borrowings) and not as a sale and subsequent repurchase of securities. The obligation to repurchase the securities is reflected as a component of our short-term borrowings on our consolidated balance sheets. The aggregate fair value of debt securities underlying repurchase transactions is parenthetically disclosed on our consolidated balance sheets.

We had short-term borrowings under repurchase agreements of \$390 million as of November 30, 2022. The debt securities underlying these transactions had an aggregate fair value of \$408 million as of November 30, 2022, and we repurchased the securities on December 2, 2022. We had no borrowings under repurchase agreements outstanding as of May 31, 2022; therefore, we had no debt securities in our investment portfolio pledged as collateral as of May 31, 2022.

Equity Securities

The following table presents the composition of our equity security holdings and the fair value as of November 30, 2022 and May 31, 2022.

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Table 3.2: Investments in Equity Securities, at Fair Value

<u>(Dollars in thousands)</u>	<u>November 30, 2022</u>	<u>May 31, 2022</u>
Equity securities, at fair value:		
Farmer Mac—Series C non-cumulative preferred stock	\$ 31,300	\$ 25,520
Farmer Mac—Class A common stock	9,137	8,238
Total equity securities, at fair value	<u>\$ 40,437</u>	<u>\$ 33,758</u>

We recognized net unrealized gains on our equity securities of \$4 million and \$7 million for the three and six months ended November 30, 2022, respectively. We recognized net unrealized gains on our equity securities of \$2 million for both the three and six months ended November 30, 2021, respectively.

NOTE 4—LOANS

We segregate our loan portfolio into segments, by legal entity, based on the borrower member class, which consists of CFC distribution, CFC power supply, CFC statewide and associate, NCSC and RTFC. We offer both long-term and line of credit loans to our borrowers. Under our long-term loan facilities, a borrower may select a fixed interest rate or a variable interest rate at the time of each loan advance. Line of credit loans are revolving loan facilities and generally have a variable interest rate.

Loans to Members

Loans to members consist of loans held for investment and loans held for sale. The outstanding amount of loans held for investment is recorded based on the unpaid principal balance, net of discounts, charge-offs and recoveries, of loans and deferred loan origination costs. The outstanding amount of loans held for sale is recorded based on the lower of cost or fair value. The following table presents loans to members by legal entity, member class and loan type, as of November 30, 2022 and May 31, 2022.

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Table 4.1: Loans to Members by Member Class and Loan Type

(Dollars in thousands)	November 30, 2022		May 31, 2022	
	Amount	% of Total	Amount	% of Total
Member class:				
CFC:				
Distribution	\$ 24,856,612	79%	\$ 23,844,242	79%
Power supply	5,194,198	16	4,901,770	17
Statewide and associate	126,081	—	126,863	—
Total CFC	30,176,891	95	28,872,875	96
NCSC	911,408	3	710,878	2
RTFC	476,525	2	467,601	2
Total loans outstanding ⁽¹⁾	31,564,824	100	30,051,354	100
Deferred loan origination costs—CFC ⁽²⁾	12,527	—	12,032	—
Loans to members	\$ 31,577,351	100%	\$ 30,063,386	100%
Loan type:				
Long-term loans:				
Fixed rate	\$ 27,743,810	88%	\$ 26,952,372	90%
Variable rate	854,221	3	820,201	2
Total long-term loans	28,598,031	91	27,772,573	92
Lines of credit	2,966,793	9	2,278,781	8
Total loans outstanding ⁽¹⁾	31,564,824	100	30,051,354	100
Deferred loan origination costs—CFC ⁽²⁾	12,527	—	12,032	—
Loans to members	\$ 31,577,351	100%	\$ 30,063,386	100%

⁽¹⁾ Represents the unpaid principal balance, net of discounts, charge-offs and recoveries, of loans as of the end of each period.

⁽²⁾ Deferred loan origination costs are recorded on the books of CFC.

Loan Sales

We may transfer whole loans and participating interests to third parties. These transfers are typically made concurrently or within a short period of time with the closing of the loan sale or participation agreement at par value and meet the accounting criteria required for sale accounting.

We sold CFC and NCSC loans, at par for cash, totaling \$156 million and \$4 million during the six months ended November 30, 2022 and 2021, respectively. We recorded immaterial losses on the sale of these loans attributable to the unamortized deferred loan origination costs associated with the transferred loans. We had no loans held for sale as of November 30, 2022. We had loans held for sale totaling \$44 million as of May 31, 2022, which were sold at par for cash during the six months ended November 30, 2022.

Accrued Interest Receivable

We report accrued interest on loans separately on our consolidated balance sheets as a component of the line item accrued interest receivable rather than as a component of loans to members. Accrued interest receivable amounts generally represent three months or less of accrued interest on loans outstanding. Because our policy is to write off past-due accrued interest receivable in a timely manner, we elected not to measure an allowance for credit losses for accrued interest receivable on

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loans outstanding, which totaled \$114 million and \$94 million as of November 30, 2022 and May 31, 2022, respectively. We also elected to exclude accrued interest receivable from the credit quality disclosures required under CECL.

Credit Concentration

Concentrations of credit may exist when a lender has large credit exposures to single borrowers, large credit exposures to borrowers in the same industry sector or engaged in similar activities or large credit exposures to borrowers in a geographic region that would cause the borrowers to be similarly impacted by economic or other conditions in the region. As a tax-exempt, member-owned finance cooperative, CFC's principal focus is to provide funding to its rural electric utility cooperative members to assist them in acquiring, constructing and operating electric distribution systems, power supply systems and related facilities.

Because we lend primarily to our rural electric utility cooperative members, we have had a loan portfolio subject to single-industry and single-obligor concentration risks since our inception in 1969. Loans outstanding to electric utility organizations of \$31,088 million and \$29,584 million as of November 30, 2022 and May 31, 2022, respectively, accounted for 98% of total loans outstanding as of each respective date. The remaining loans outstanding in our portfolio were to RTFC members, affiliates and associates in the telecommunications industry. Our credit exposure is partially mitigated by long-term loans guaranteed by RUS, which totaled \$127 million and \$131 million as of November 30, 2022 and May 31, 2022, respectively.

Single-Obligor Concentration

The outstanding loan exposure for our 20 largest borrowers totaled \$6,402 million and \$6,220 million as of November 30, 2022 and May 31, 2022, respectively, representing 20% and 21% of total loans outstanding as of each respective date. Our 20 largest borrowers consisted of 11 distribution systems and nine power supply systems as of November 30, 2022 and 12 distribution systems and eight power supply systems as of May 31, 2022. The largest total outstanding exposure to a single borrower or controlled group represented less than 2% of total loans outstanding as of both November 30, 2022 and May 31, 2022.

As part of our strategy in managing credit exposure to large borrowers, we entered into a long-term standby purchase commitment agreement with Farmer Mac during fiscal year 2016. Under this agreement, we may designate certain long-term loans to be covered under the commitment, subject to approval by Farmer Mac, and in the event any such loan later goes into payment default for at least 90 days, upon request by us, Farmer Mac must purchase such loan at par value. We are required to pay Farmer Mac a monthly fee based on the unpaid principal balance of loans covered under the purchase commitment. The aggregate unpaid principal balance of designated and Farmer Mac approved loans was \$454 million and \$493 million as of November 30, 2022 and May 31, 2022, respectively. Loan exposure to our 20 largest borrowers covered under the Farmer Mac agreement totaled \$277 million and \$316 million as of November 30, 2022 and May 31, 2022, respectively, which reduced our exposure to the 20 largest borrowers to 19% and 20% as of each respective date. We have had no loan defaults for loans covered under this agreement; therefore, no loans have been put to Farmer Mac for purchase pursuant to the standby purchase agreement as of November 30, 2022. Our credit exposure is also mitigated by long-term loans guaranteed by RUS.

Geographic Concentration

Although our organizational structure and mission results in single-industry concentration, we serve a geographically diverse group of electric and telecommunications borrowers throughout the U.S. The consolidated number of borrowers with loans outstanding totaled 884 and 883 as of November 30, 2022 and May 31, 2022, respectively, located in 49 states and the District of Columbia. Of the 884 and 883 borrowers with loans outstanding as of November 30, 2022 and May 31,

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2022, respectively, 49 were electric power supply borrowers as of each respective date. Electric power supply borrowers generally require significantly more capital than electric distribution and telecommunications borrowers.

Texas accounted for the largest number of borrowers with loans outstanding in any one state as of both November 30, 2022 and May 31, 2022, as well as the largest concentration of loan exposure in any one state. The following table presents the Texas-based number of borrowers and loans outstanding by legal entity and member class, as of November 30, 2022 and May 31, 2022.

Table 4.2: Loan Exposure to Texas-Based Borrowers

(Dollars in thousands)	November 30, 2022			May 31, 2022		
	Number of Borrowers	Amount	% of Total	Number of Borrowers	Amount	% of Total
Member class:						
CFC:						
Distribution	58	\$ 4,160,032	13 %	57	\$ 3,984,887	13 %
Power supply	8	1,157,455	4	8	1,089,896	4
Statewide and associate	1	23,149	—	1	29,335	—
Total CFC	67	5,340,636	17	66	5,104,118	17
NCSC	2	8,402	—	1	378	—
RTFC	2	9,547	—	1	5,853	—
Total loan exposure to Texas-based borrowers	71	5,358,585	17	68	5,110,349	17
Less: Loans covered under Farmer Mac standby purchase commitment		(159,168)	(1)		(163,369)	(1)
Net loan exposure to Texas-based borrowers.		\$ 5,199,417	16 %		\$ 4,946,980	16 %

Credit Quality Indicators

Assessing the overall credit quality of our loan portfolio and measuring our credit risk is an ongoing process that involves tracking payment status, TDRs, nonperforming loans, charge-offs, the internal risk ratings of our borrowers and other indicators of credit risk. We monitor and subject each borrower and loan facility in our loan portfolio to an individual risk assessment based on quantitative and qualitative factors. Payment status trends and internal risk ratings are indicators, among others, of the probability of borrower default and overall credit quality of our loan portfolio.

Payment Status of Loans

Loans are considered delinquent when contractual principal or interest amounts become past due 30 days or more following the scheduled payment due date. Loans are placed on nonaccrual status when payment of principal or interest is 90 days or more past due or management determines that the full collection of principal and interest is doubtful. The following table presents the payment status, by legal entity and member class, of loans outstanding as of November 30, 2022 and May 31, 2022.

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Table 4.3: Payment Status of Loans Outstanding

(Dollars in thousands)	November 30, 2022					
	Current	30-89 Days Past Due	> 90 Days Past Due	Total Past Due	Total Loans Outstanding	Nonaccrual Loans
Member class:						
CFC:						
Distribution	\$ 24,856,612	\$ —	\$ —	\$ —	\$ 24,856,612	\$ —
Power supply	5,095,278		98,920	98,920	5,194,198	202,741
Statewide and associate ...	126,081	—	—	—	126,081	—
CFC total	30,077,971	—	98,920	98,920	30,176,891	202,741
NCSC	911,408	—	—	—	911,408	—
RTFC	476,525	—	—	—	476,525	—
Total loans outstanding	<u>\$31,465,904</u>	<u>\$ —</u>	<u>\$ 98,920</u>	<u>\$ 98,920</u>	<u>\$ 31,564,824</u>	<u>\$ 202,741</u>
Percentage of total loans	99.69%	— %	0.31%	0.31%	100.00%	0.64%
May 31, 2022						
(Dollars in thousands)	Current	30-89 Days Past Due	> 90 Days Past Due	Total Past Due	Total Loans Outstanding	Nonaccrual Loans
Member class:						
CFC:						
Distribution	\$ 23,844,242	\$ —	\$ —	\$ —	\$ 23,844,242	\$ —
Power supply	4,787,832	28,389	85,549	113,938	4,901,770	227,790
Statewide and associate ...	126,863	—	—	—	126,863	—
CFC total	28,758,937	28,389	85,549	113,938	28,872,875	227,790
NCSC	710,878	—	—	—	710,878	—
RTFC	467,601	—	—	—	467,601	—
Total loans outstanding	<u>\$ 29,937,416</u>	<u>\$ 28,389</u>	<u>\$ 85,549</u>	<u>\$ 113,938</u>	<u>\$ 30,051,354</u>	<u>\$ 227,790</u>
Percentage of total loans	99.62%	0.09%	0.29%	0.38%	100.00%	0.76%

We had two CFC electric power supply borrowers, Brazos Electric Power Cooperative, Inc. (“Brazos”) and Brazos Sandy Creek Electric Cooperative Inc. (“Brazos Sandy Creek”), with delinquent loans totaling \$99 million and \$114 million as of November 30, 2022 and May 31, 2022, respectively. The decrease in loans on nonaccrual status of \$25 million to \$203 million as of November 30, 2022, from \$228 million as of May 31, 2022 was due to the partial charge-offs related to the Brazos and Brazos Sandy Creek nonperforming loans, and the receipt of loan principal payments on the remaining outstanding nonperforming loan to a CFC electric power supply borrower. See “Nonperforming Loans” and “Net Charge-Offs” below for additional information.

Troubled Debt Restructurings

We have not had any loan modifications that were required to be accounted for as a TDR since fiscal year 2016. The following table presents the outstanding balance of modified loans accounted for as TDRs in prior periods and the performance status, by legal entity and member class, of these loans as of November 30, 2022 and May 31, 2022.

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Table 4.4: Trouble Debt Restructurings

(Dollars in thousands)	November 30, 2022			May 31, 2022		
	Number of Borrowers	Outstanding Amount ⁽¹⁾	% of Total Loans Outstanding	Number of Borrowers	Outstanding Amount ⁽¹⁾	% of Total Loans Outstanding
TDR loans:						
Member class:						
CFC—Distribution	1	\$ 4,638	0.02%	1	\$ 5,092	0.02%
RTFC	1	3,841	0.01	1	4,092	0.01
Total TDR loans	2	\$ 8,479	0.03%	2	\$ 9,184	0.03%
Performance status of TDR loans: ...						
Performing TDR loans	2	\$ 8,479	0.03%	2	\$ 9,184	0.03%
Total TDR loans	2	\$ 8,479	0.03%	2	\$ 9,184	0.03%

⁽¹⁾ Represents the unpaid principal balance net of charge-offs and recoveries as of the end of each period.

There were no unadvanced commitments related to these loans as of November 30, 2022 and May 31, 2022. These loans, which have been performing in accordance with the terms of their respective restructured loan agreement for an extended period of time, were classified as performing and on accrual status as of November 30, 2022 or May 31, 2022. We did not have any TDR loans classified as nonperforming as of November 30, 2022 or May 31, 2022.

Nonperforming Loans

In addition to TDR loans that may be classified as nonperforming, we also may have nonperforming loans that have not been modified as a TDR. The following table presents the outstanding balance of nonperforming loans, by legal entity and member class, as of November 30, 2022 and May 31, 2022. Loans classified as nonperforming are placed on nonaccrual status.

Table 4.5: Nonperforming Loans

(Dollars in thousands)	November 30, 2022			May 31, 2022		
	Number of Borrowers	Outstanding Amount ⁽¹⁾	% of Total Loans Outstanding	Number of Borrowers	Outstanding Amount ⁽¹⁾	% of Total Loans Outstanding
Nonperforming loans:						
Member class:						
CFC—Power supply	3	\$ 202,741	0.64%	3	\$ 227,790	0.76%
Total nonperforming loans	3	\$ 202,741	0.64%	3	\$ 227,790	0.76%

⁽¹⁾ Represents the unpaid principal balance net of charge-offs and recoveries as of the end of each period.

We had loans to the same three CFC electric power supply borrowers totaling \$203 million and \$228 million classified as nonperforming as of November 30, 2022 and May 31, 2022, respectively. Nonperforming loans represented 0.64% and 0.76% of total loans outstanding as of November 30, 2022 and May 31, 2022, respectively. The reduction in nonperforming loans of \$25 million during the six months ended November 30, 2022 was due to the partial charge-offs related to the Brazos and Brazos Sandy Creek nonperforming loans, as discussed below, and the receipt of loan principal payments on the remaining outstanding nonperforming loan to a CFC electric power supply borrower. The Brazos and Brazos Sandy Creek nonperforming loans were delinquent and on nonaccrual as of both November 30, 2022 and May 31, 2022.

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Brazos

Brazos, a CFC Texas-based electric power supply borrower, filed for bankruptcy in March 2021 due to its exposure to elevated wholesale electric power costs during the February 2021 polar vortex. Brazos' loans outstanding accounted for \$78 million and \$86 million of our total nonperforming loans as of November 30, 2022 and May 31, 2022, respectively, of which \$57 million was unsecured and \$21 million was secured as of November 30, 2022 and \$65 million was unsecured and \$21 million was secured as of May 31, 2022. On November 14, 2022, Brazos' plan of reorganization was confirmed by the bankruptcy court. As a result, we charged-off \$7 million of the Brazos outstanding nonperforming loans during the three months ended November 30, 2022 ("current quarter") and we expect to receive payments on the remaining amount of the Brazos outstanding nonperforming loans in accordance with the provisions of its plan of reorganization.

In December 2022, we received a total of \$56 million in payments from Brazos in accordance with the provisions of the plan of reorganization, including the full amount of the secured portion of the loan. These payments reduced our nonperforming loans outstanding to Brazos to \$22 million as of December 31, 2022, the entirety of which is unsecured, that we expect to receive over the next six to 12 months.

Brazos Sandy Creek

Brazos Sandy Creek, a wholly-owned subsidiary of Brazos and a CFC Texas-based electric power supply borrower, filed for bankruptcy in March 2022 following the filing of a motion by Brazos to reject its power purchase agreement with Brazos Sandy Creek as part of Brazos' bankruptcy proceedings. Brazos Sandy Creek's loan outstanding accounted for \$21 million and \$28 million of our total nonperforming loans as of November 30, 2022 and May 31, 2022, respectively. The loan is secured by Brazos Sandy Creek's 25% tenant-in-common ("TIC") ownership interest in the Brazos Sandy Creek Energy Station ("the Plant"), and its rights under a power purchase agreement ("PPA") with Brazos for the output of the Brazos Sandy Creek Energy Station attributable to the TIC interest. Brazos' rejection of the PPA in its bankruptcy case gave rise to an unsecured claim for rejection damages against Brazos, as to which a settlement was agreed and subsequently approved by the bankruptcy court in both the Brazos and Brazos Sandy Creek proceedings and that was incorporated into Brazos' plan of reorganization. As a result of the November 14, 2022 confirmation of Brazos' plan of reorganization, we charged-off \$8 million of the Brazos Sandy Creek outstanding nonperforming loan during the current quarter. We expect to receive payments on the remaining amount of the Brazos Sandy Creek outstanding nonperforming loan in accordance with the provisions of Brazos' plan of reorganization, from cash available for distribution by Brazos Sandy Creek, and the sale of the Brazos Sandy Creek's 25% TIC ownership interest in the Plant.

On December 20, 2022, the Brazos Sandy Creek's 25% TIC ownership interest in the Plant was sold for a credit bid of \$105 million to Riesel HoldCo, LLC ("HoldCo,") an entity formed by the Brazos Sandy Creek noteholders. CFC was allocated ownership shares in HoldCo based on its 7.41% share in the \$105 million credit bid, which totaled \$8 million. HoldCo intends to manage its ownership interest in the Plant directly and potentially sell it at a future date; however, HoldCo has no current timeline for its disposition.

Net Charge-Offs

We experienced charge-offs totaling \$15 million for the CFC electric power supply loan portfolio related to Brazos and Brazos Sandy Creek nonperforming loans during the three and six months ended November 30, 2022, which resulted in an annualized net charge-off rate of 0.19% and 0.10% for the three and six months ended November 30, 2022, respectively. In comparison we had no loan charge-offs during the same prior-year periods. Prior to Brazos' and Brazos Sandy Creek's bankruptcy filings, we had not experienced any defaults or charge-offs in our electric utility and telecommunications loan portfolios since fiscal year 2013 and 2017, respectively.

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Borrower Risk Ratings

As part of our management of credit risk, we maintain a credit risk rating framework under which we employ a consistent process for assessing the credit quality of our loan portfolio. We evaluate each borrower and loan facility in our loan portfolio and assign internal borrower and loan facility risk ratings based on consideration of a number of quantitative and qualitative factors. Each risk rating is reassessed annually following the receipt of the borrower's audited financial statements; however, interim risk-rating adjustments may occur as a result of updated information affecting a borrower's ability to fulfill its obligations or other significant developments and trends. We categorize loans in our portfolio based on our internally assigned borrower risk ratings, which are intended to assess the general creditworthiness of the borrower and probability of default. Our borrower risk ratings align with the U.S. federal banking regulatory agencies' credit risk definitions of pass and criticized categories, with the criticized category further segmented among special mention, substandard and doubtful. Pass ratings reflect relatively low probability of default, while criticized ratings have a higher probability of default.

The following is a description of the borrower risk rating categories.

- *Pass*: Borrowers that are not included in the categories of special mention, substandard or doubtful.
- *Special Mention*: Borrowers that may be characterized by a potential credit weakness or deteriorating financial condition that is not sufficiently serious to warrant a classification of substandard or doubtful.
- *Substandard*: Borrowers that display a well-defined credit weakness that may jeopardize the full collection of principal and interest.
- *Doubtful*: Borrowers that have a well-defined credit weakness or weaknesses that make full collection of principal and interest, on the basis of currently known facts, conditions and collateral values, highly questionable and improbable.

Our internally assigned borrower risk ratings serve as the primary credit quality indicator for our loan portfolio. Because our internal borrower risk ratings provide important information on the probability of default, they are a key input in determining our allowance for credit losses.

Table 4.6 displays total loans outstanding, by borrower risk rating category and by legal entity and member class, as of November 30, 2022 and May 31, 2022. The borrower risk rating categories presented below correspond to the borrower risk rating categories used in calculating our collective allowance for credit losses. If a parent company provides a guarantee of full repayment of loans of a subsidiary borrower, we include the loans outstanding in the borrower risk-rating category of the guarantor parent company rather than the risk rating category of the subsidiary borrower for purposes of calculating the collective allowance.

We present term loans outstanding as of November 30, 2022, by fiscal year of origination for each year during the five-year annual reporting period beginning in fiscal year 2019, and in the aggregate for periods prior to fiscal year 2019. The origination period represents the date CFC advances funds to a borrower, rather than the execution date of a loan facility for a borrower. Revolving loans are presented separately due to the nature of revolving loans. The substantial majority of loans in our portfolio represent fixed-rate advances under secured long-term facilities with terms up to 35 years, and as indicated in Table 4.6 below, term loan advances made to borrowers prior to fiscal year 2019 totaled \$17,710 million, representing 56% of our total loans outstanding of \$31,565 million as of November 30, 2022. The average remaining maturity of our long-term loans, which accounted for 91% of total loans outstanding as of November 30, 2022, was 19 years.

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Table 4.6: Loans Outstanding by Borrower Risk Ratings and Origination Year

(Dollars in thousands)	November 30, 2022						Revolving Loans	Total	May 31, 2022
	Term Loans by Fiscal Year of Origination								
	YTD Q2 2023	2022	2021	2020	2019	Prior			
Pass									
CFC:									
Distribution	\$1,150,883	\$2,453,855	\$1,672,070	\$1,854,593	\$1,175,815	\$14,309,617	\$1,992,402	\$ 24,609,235	\$23,596,004
Power supply	268,705	361,014	553,771	183,855	392,285	2,770,287	461,540	4,991,457	4,673,980
Statewide and associate	13,000	33,801	2,127	17,131	3,074	17,818	25,525	112,476	112,610
CFC total	1,432,588	2,848,670	2,227,968	2,055,579	1,571,174	17,097,722	2,479,467	29,713,168	28,382,594
NCSC	195,838	48,303	19,491	212,763	3,906	263,322	167,785	911,408	710,878
RTFC	34,449	88,299	80,499	41,895	8,941	199,113	19,488	472,684	463,509
Total pass	<u>\$1,662,875</u>	<u>\$2,985,272</u>	<u>\$2,327,958</u>	<u>\$2,310,237</u>	<u>\$1,584,021</u>	<u>\$17,560,157</u>	<u>\$2,666,740</u>	<u>\$ 31,097,260</u>	<u>\$29,556,981</u>
Special mention									
CFC:									
Distribution	\$ 3,250	\$ —	\$ 4,832	\$ —	\$ 5,053	\$ 12,614	\$ 221,628	\$ 247,377	\$ 248,238
Statewide and associate	—	—	—	—	4,914	8,691	—	13,605	14,253
CFC total	3,250	—	4,832	—	9,967	21,305	221,628	260,982	262,491
RTFC	—	—	—	—	—	3,841	—	3,841	4,092
Total special mention	<u>\$ 3,250</u>	<u>\$ —</u>	<u>\$ 4,832</u>	<u>\$ —</u>	<u>\$ 9,967</u>	<u>\$ 25,146</u>	<u>\$ 221,628</u>	<u>\$ 264,823</u>	<u>\$ 266,583</u>
Substandard									
Total substandard	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Doubtful									
CFC:									
Power supply	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 124,316	\$ 78,425	\$ 202,741	\$ 227,790
Total doubtful	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 124,316	\$ 78,425	\$ 202,741	\$ 227,790
Total criticized loans	<u>\$ 3,250</u>	<u>\$ —</u>	<u>\$ 4,832</u>	<u>\$ —</u>	<u>\$ 9,967</u>	<u>\$ 149,462</u>	<u>\$ 300,053</u>	<u>\$ 467,564</u>	<u>\$ 494,373</u>
Total loans outstanding	<u><u>\$1,666,125</u></u>	<u><u>\$2,985,272</u></u>	<u><u>\$2,332,790</u></u>	<u><u>\$2,310,237</u></u>	<u><u>\$1,593,988</u></u>	<u><u>\$17,709,619</u></u>	<u><u>\$2,966,793</u></u>	<u><u>\$ 31,564,824</u></u>	<u><u>\$30,051,354</u></u>

Criticized loans totaled \$468 million and \$494 million as of November 30, 2022 and May 31, 2022, respectively, and represented approximately 1% and 2% of total loans outstanding as of each respective date. Each of the borrowers with loans outstanding in the criticized category, with the exception of Brazos and Brazos Sandy Creek, was current with regard to all principal and interest amounts due to us as of both November 30, 2022 and May 31, 2022. See “Nonperforming Loans” above for additional information on Brazos and Brazos Sandy Creek.

Special Mention

One CFC electric distribution borrower with loans outstanding of \$247 million and \$248 million as of November 30, 2022 and May 31, 2022, respectively, accounted for the substantial majority of loans in the special mention loan category amount of \$265 million and \$267 million as of each respective date. This borrower experienced an adverse financial impact from restoration costs incurred to repair damage caused by two successive hurricanes. We expect that the borrower will receive grant funds from the Federal Emergency Management Agency and the state where it is located for the full reimbursement of the hurricane damage-related restoration costs.

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Substandard

We did not have any loans classified as substandard as of November 30, 2022 or May 31, 2022.

Doubtful

Loans outstanding classified as doubtful totaled \$203 million and \$228 million as of November 30, 2022 and May 31, 2022, respectively, consisting of loans outstanding to Brazos and Brazos Sandy Creek totaling \$99 million and \$114 million as of each respective date and loans outstanding to a CFC electric power supply borrower of \$104 million and \$114 million as of each respective date. These loans were also classified as nonperforming, as discussed above under “Nonperforming Loans.”

Unadvanced Loan Commitments

Unadvanced loan commitments represent approved and executed loan contracts for which funds have not been advanced to borrowers. The following table presents unadvanced loan commitments, by member class and by loan type, as of November 30, 2022 and May 31, 2022.

Table 4.7: Unadvanced Commitments by Member Class and Loan Type

(Dollars in thousands)	November 30, 2022	May 31, 2022
Member class:		
CFC:		
Distribution	\$ 9,418,388	\$ 9,230,197
Power supply	3,864,196	3,835,535
Statewide and associate	198,403	183,845
Total CFC	<u>13,480,987</u>	<u>13,249,577</u>
NCSC	648,667	551,901
RTFC	332,304	309,724
Total unadvanced commitments	<u>\$ 14,461,958</u>	<u>\$ 14,111,202</u>
Loan type:⁽¹⁾		
Long-term loans:		
Fixed rate	\$ —	\$ —
Variable rate	5,650,847	5,357,205
Total long-term loans	<u>5,650,847</u>	<u>5,357,205</u>
Lines of credit	8,811,111	8,753,997
Total unadvanced commitments	<u>\$ 14,461,958</u>	<u>\$ 14,111,202</u>

⁽¹⁾The interest rate on unadvanced loan commitments is not set until an advance is made; therefore, all unadvanced long-term loan commitments are reported as variable rate. However, the borrower may select either a fixed or a variable rate when an advance is drawn under a loan commitment.

The following table displays, by loan type, the available balance under unadvanced loan commitments as of November 30, 2022, and the related maturities in each fiscal year during the five-year period ended May 31, 2027, and thereafter.

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Table 4.8: Unadvanced Loan Commitments

(Dollars in thousands)	Available Balance	Notional Maturities of Unadvanced Loan Commitments					
		2023	2024	2025	2026	2027	Thereafter
Line of credit loans	\$ 8,811,111	\$ 383,411	\$ 4,253,931	\$ 1,447,425	\$ 809,708	\$ 1,377,828	\$ 538,808
Long-term loans	5,650,847	340,823	1,229,965	736,272	960,344	1,547,345	836,098
Total	<u>\$14,461,958</u>	<u>\$ 724,234</u>	<u>\$ 5,483,896</u>	<u>\$ 2,183,697</u>	<u>\$ 1,770,052</u>	<u>\$ 2,925,173</u>	<u>\$1,374,906</u>

Unadvanced line of credit commitments accounted for 61% of total unadvanced loan commitments as of November 30, 2022, while unadvanced long-term loan commitments accounted for 39% of total unadvanced loan commitments. Unadvanced line of credit commitments are typically revolving facilities for periods not to exceed five years and generally serve as supplemental back-up liquidity to our borrowers. Historically, borrowers have not drawn the full commitment amount for line of credit facilities, and we have experienced a very low utilization rate on line of credit loan facilities regardless of whether or not we are obligated to fund the facility where a material adverse change exists.

Our unadvanced long-term loan commitments typically have a five-year draw period under which a borrower may draw funds prior to the expiration of the commitment. We expect that the majority of the long-term unadvanced loan commitments of \$5,651 million will be advanced prior to the expiration of the commitment.

Because we historically have experienced a very low utilization rate on line of credit loan facilities, which account for the majority of our total unadvanced loan commitments, we believe the unadvanced loan commitment total of \$14,462 million as of November 30, 2022 is not necessarily representative of our future funding requirements.

Unadvanced Loan Commitments—Conditional

The substantial majority of our line of credit commitments and all of our unadvanced long-term loan commitments include material adverse change clauses. Unadvanced loan commitments subject to material adverse change clauses totaled \$11,217 million and \$10,908 million as of November 30, 2022 and May 31, 2022, respectively. Prior to making an advance on these facilities, we confirm that there has been no material adverse change in the business or condition, financial or otherwise, of the borrower since the time the loan was approved and confirm that the borrower is currently in compliance with loan terms and conditions. In some cases, the borrower's access to the full amount of the facility is further constrained by the designated purpose, imposition of borrower-specific restrictions or by additional conditions that must be met prior to advancing funds.

Unadvanced Loan Commitments—Unconditional

Unadvanced loan commitments not subject to material adverse change clauses at the time of each advance consisted of unadvanced committed lines of credit totaling \$3,245 million and \$3,203 million as of November 30, 2022 and May 31, 2022, respectively. As such, we are required to advance amounts on these committed facilities as long as the borrower is in compliance with the terms and conditions of the facility. The following table summarizes the available balance under unconditional committed lines of credit as of November 30, 2022, and the related maturity amounts in each fiscal year during the five-year period ending May 31, 2027, and thereafter.

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Table 4.9: Unconditional Committed Lines of Credit—Available Balance

(Dollars in thousands)	Available Balance	Notional Maturities of Unconditional Committed Lines of Credit					
		2023	2024	2025	2026	2027	Thereafter
Committed lines of credit	\$ 3,245,310	\$ 168,785	\$ 299,950	\$ 898,841	\$ 487,449	\$ 994,131	\$ 396,154

Pledged Collateral—Loans

We are required to pledge eligible mortgage notes or other collateral in an amount at least equal to the outstanding balance of our secured debt. Table 4.10 displays the borrowing amount under each of our secured borrowing agreements and the corresponding loans outstanding pledged as collateral as of November 30, 2022 and May 31, 2022. See “Note 6—Short-Term Borrowings” and “Note 7—Long-Term Debt” for information on our secured borrowings and other borrowings.

Table 4.10: Pledged Loans

(Dollars in thousands)	November 30, 2022	May 31, 2022
Collateral trust bonds:		
2007 indenture:		
Collateral trust bonds outstanding	\$ 7,822,711	\$ 7,072,711
Pledged collateral:		
Distribution system mortgage notes pledged	8,937,533	8,564,596
RUS-guaranteed loans qualifying as permitted investments pledged	111,007	114,654
Total pledged collateral	<u>9,048,540</u>	<u>8,679,250</u>
1994 indenture:		
Collateral trust bonds outstanding	\$ 20,000	\$ 25,000
Pledged collateral:		
Distribution system mortgage notes pledged	24,123	29,616
Guaranteed Underwriter Program:		
Notes payable outstanding	\$ 6,317,352	\$ 6,105,473
Pledged collateral:		
Distribution and power supply system mortgage notes pledged	7,558,769	6,904,591
Farmer Mac:		
Notes payable outstanding	\$ 3,047,486	\$ 3,094,679
Pledged collateral:		
Distribution and power supply system mortgage notes pledged	3,340,891	3,445,358
Clean Renewable Energy Bonds Series 2009A:		
Notes payable outstanding	\$ 2,755	\$ 2,755
Pledged collateral:		
Distribution and power supply system mortgage notes pledged	2,374	3,138
Cash	1,175	392
Total pledged collateral	<u>3,549</u>	<u>3,530</u>

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NOTE 5—ALLOWANCE FOR CREDIT LOSSES

We are required to maintain an allowance based on a current estimate of credit losses that are expected to occur over the remaining term of the loans in our portfolio. Our allowance for credit losses consists of a collective allowance and an asset-specific allowance. The collective allowance is established for loans in our portfolio that share similar risk characteristics and are therefore evaluated on a collective, or pool, basis in measuring expected credit losses. The asset-specific allowance is established for loans in our portfolio that do not share similar risk characteristics with other loans in our portfolio and are therefore evaluated on an individual basis in measuring expected credit losses.

Allowance for Credit Losses—Loan Portfolio

The following tables summarize, by legal entity and member class, changes in the allowance for credit losses for our loan portfolio for the three and six months ended November 30, 2022 and 2021.

Table 5.1: Changes in Allowance for Credit Losses

(Dollars in thousands)	Three Months Ended November 30, 2022						
	CFC Distribution	CFC Power Supply	CFC Statewide & Associate	CFC Total	NCSC	RTFC	Total
Balance as of August 31, 2022.....	\$ 16,412	\$ 50,343	\$ 1,319	\$ 68,074	\$ 1,565	\$ 1,417	\$ 71,056
Provision (benefit) for credit losses.....	609	10,015	(30)	10,594	946	88	11,628
Charge-offs.....	—	(15,069)	—	(15,069)	—	—	(15,069)
Balance as of November 30, 2022.....	<u>\$ 17,021</u>	<u>\$ 45,289</u>	<u>\$ 1,289</u>	<u>\$ 63,599</u>	<u>\$ 2,511</u>	<u>\$ 1,505</u>	<u>\$ 67,615</u>
(Dollars in thousands)	Three Months Ended November 30, 2021						
	CFC Distribution	CFC Power Supply	CFC Statewide & Associate	CFC Total	NCSC	RTFC	Total
Balance as of August 31, 2021.....	\$ 15,369	\$ 66,469	\$ 1,422	\$ 83,260	\$ 1,455	\$ 4,820	\$ 89,535
Provision (benefit) for credit losses.....	663	(1,002)	2	(337)	139	(3,202)	(3,400)
Balance as of November 30, 2021.....	<u>\$ 16,032</u>	<u>\$ 65,467</u>	<u>\$ 1,424</u>	<u>\$ 82,923</u>	<u>\$ 1,594</u>	<u>\$ 1,618</u>	<u>\$ 86,135</u>
(Dollars in thousands)	Six Months Ended November 30, 2022						
	CFC Distribution	CFC Power Supply	CFC Statewide & Associate	CFC Total	NCSC	RTFC	Total
Balance as of May 31, 2022.....	\$ 15,781	\$ 47,793	\$ 1,251	\$ 64,825	\$ 1,449	\$ 1,286	\$ 67,560
Provision for credit losses.....	1,240	12,565	38	13,843	1,062	219	15,124
Charge-offs.....	—	(15,069)	—	(15,069)	—	—	(15,069)
Balance as of November 30, 2022.....	<u>\$ 17,021</u>	<u>\$ 45,289</u>	<u>\$ 1,289</u>	<u>\$ 63,599</u>	<u>\$ 2,511</u>	<u>\$ 1,505</u>	<u>\$ 67,615</u>

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(Dollars in thousands)	Six Months Ended November 30, 2021						
	CFC Distribution	CFC Power Supply	CFC Statewide & Associate	CFC Total	NCSC	RTFC	Total
Balance as of May 31, 2021	\$ 13,426	\$ 64,646	\$ 1,391	\$ 79,463	\$ 1,374	\$ 4,695	\$ 85,532
Provision (benefit) for credit losses	2,606	821	33	3,460	220	(3,077)	603
Balance as of November 30, 2021	<u>\$ 16,032</u>	<u>\$ 65,467</u>	<u>\$ 1,424</u>	<u>\$ 82,923</u>	<u>\$ 1,594</u>	<u>\$ 1,618</u>	<u>\$ 86,135</u>

The following tables present, by legal entity and member class, the components of our allowance for credit losses as of November 30, 2022 and May 31, 2022.

Table 5.2: Allowance for Credit Losses Components

(Dollars in thousands)	November 30, 2022						
	CFC Distribution	CFC Power Supply	CFC Statewide & Associate	CFC Total	NCSC	RTFC	Total
Allowance components:							
Collective allowance	\$ 17,021	\$ 9,072	\$ 1,289	\$ 27,382	\$ 2,511	\$ 1,092	\$ 30,985
Asset-specific allowance	—	36,217	—	36,217	—	413	36,630
Total allowance for credit losses	<u>\$ 17,021</u>	<u>\$ 45,289</u>	<u>\$ 1,289</u>	<u>\$ 63,599</u>	<u>\$ 2,511</u>	<u>\$ 1,505</u>	<u>\$ 67,615</u>
Loans outstanding:⁽¹⁾							
Collectively evaluated loans	\$24,851,974	\$4,991,457	\$126,081	\$29,969,512	\$911,408	\$472,684	\$31,353,604
Individually evaluated loans	4,638	202,741	—	207,379	—	3,841	211,220
Total loans outstanding	<u>\$24,856,612</u>	<u>\$5,194,198</u>	<u>\$126,081</u>	<u>\$30,176,891</u>	<u>\$911,408</u>	<u>\$476,525</u>	<u>\$31,564,824</u>
Allowance coverage ratios:							
Collective allowance coverage ratio ⁽²⁾	0.07%	0.18%	1.02%	0.09%	0.28%	0.23%	0.10%
Asset-specific allowance coverage ratio ⁽³⁾	—	17.86	—	17.46	—	10.75	17.34
Total allowance coverage ratio ⁽⁴⁾	0.07	0.87	1.02	0.21	0.28	0.32	0.21

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	May 31, 2022						
(Dollars in thousands)	CFC Distribution	CFC Power Supply	CFC Statewide & Associate	CFC Total	NCSC	RTFC	Total
Allowance components:							
Collective allowance	\$ 15,781	\$ 9,355	\$ 1,251	\$ 26,387	\$ 1,449	\$ 1,040	\$ 28,876
Asset-specific allowance	—	38,438	—	38,438	—	246	38,684
Total allowance for credit losses	<u>\$ 15,781</u>	<u>\$ 47,793</u>	<u>\$ 1,251</u>	<u>\$ 64,825</u>	<u>\$ 1,449</u>	<u>\$ 1,286</u>	<u>\$ 67,560</u>
Loans outstanding:⁽¹⁾							
Collectively evaluated loans	\$23,839,150	\$4,673,980	\$126,863	\$28,639,993	\$710,878	\$463,509	\$29,814,380
Individually evaluated loans	5,092	227,790	—	232,882	—	4,092	236,974
Total loans outstanding	<u>\$23,844,242</u>	<u>\$4,901,770</u>	<u>\$126,863</u>	<u>\$28,872,875</u>	<u>\$710,878</u>	<u>\$467,601</u>	<u>\$30,051,354</u>
Allowance coverage ratios:							
Collective allowance coverage ratio ⁽²⁾	0.07%	0.20%	0.99%	0.09%	0.20%	0.22%	0.10%
Asset-specific allowance coverage ratio ⁽³⁾	—	16.87	—	16.51	—	6.01	16.32
Total allowance coverage ratio ⁽⁴⁾	0.07	0.98	0.99	0.22	0.20	0.28	0.22

⁽¹⁾Represents the unpaid principal amount of loans as of the end of each period. Excludes unamortized deferred loan origination costs of \$13 million and \$12 million as of November 30, 2022 and May 31, 2022, respectively.

⁽²⁾Calculated based on the collective allowance component at period end divided by collectively evaluated loans outstanding at period end.

⁽³⁾Calculated based on the asset-specific allowance component at period end divided by individually evaluated loans outstanding at period end.

⁽⁴⁾Calculated based on the total allowance for credit losses at period end divided by total loans outstanding at period end.

Our allowance for credit losses was \$68 million as of both November 30, 2022 and May 31, 2022, while the allowance coverage ratio decreased slightly to 0.21% as of November 30, 2022 from 0.22% as of May 31, 2022. The allowance for credit losses reflected an increase in the collective allowance of \$2 million, offset by a decrease in the asset-specific allowance of \$2 million. The collective allowance increase of \$2 million was due to an increase in total loans outstanding and a decrease in the historical recovery rate assumption used in determining the collective allowance for our electric power supply loan portfolio. The asset-specific allowance decrease of \$2 million was attributable primarily to charge-offs totaling \$15 million related to the Brazos and Brazos Sandy Creek nonperforming loans, partially offset by an increase in the asset-specific allowance for a nonperforming CFC power supply loan, due to a decrease in the expected payments on this loan.

Reserve for Credit Losses—Unadvanced Loan Commitments

In addition to the allowance for credit losses for our loan portfolio, we maintain an allowance for credit losses for unadvanced loan commitments, which we refer to as our reserve for credit losses because this amount is reported as a component of other liabilities on our consolidated balance sheets. We measure the reserve for credit losses for unadvanced loan commitments based on expected credit losses over the contractual period of our exposure to credit risk arising from our obligation to extend credit, unless that obligation is unconditionally cancellable by us. The reserve for credit losses related to our off-balance sheet exposure for unadvanced loan commitments was less than \$1 million as of both November 30, 2022 and May 31, 2022.

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NOTE 6—SHORT-TERM BORROWINGS

Short-term borrowings consist of borrowings with an original contractual maturity of one year or less and do not include the current portion of long-term debt. Our short-term borrowings totaled \$5,594 million and accounted for 18% of total debt outstanding as of November 30, 2022, compared with \$4,981 million and 17% of total debt outstanding as of May 31, 2022. The following table provides comparative information on our short-term borrowings as of November 30, 2022 and May 31, 2022.

Table 6.1: Short-Term Borrowings Sources

(Dollars in thousands)	November 30, 2022		May 31, 2022	
	Amount	% of Total Debt Outstanding	Amount	% of Total Debt Outstanding
Short-term borrowings:				
Commercial paper:				
Commercial paper dealers, net of discounts	\$ 1,351,270	4%	\$ 1,024,813	4%
Commercial paper members, at par	1,163,918	4	1,358,069	5
Total commercial paper	2,515,188	8	2,382,882	9
Select notes to members	1,873,476	6	1,753,441	6
Daily liquidity fund notes to members	417,146	2	427,790	1
Medium-term notes to members	398,459	1	417,054	1
Securities sold under repurchase agreements	389,943	1	—	—
Total short-term borrowings	\$ 5,594,212	18%	\$ 4,981,167	17%

We have master repurchase agreements with counterparties whereby we may sell investment-grade corporate debt securities from our investment portfolio subject to an obligation to repurchase the same or similar securities at an agreed-upon price and date. Transactions under these repurchase agreements are accounted for as collateralized financing agreements and not as a sale. The obligation to repurchase the securities is reported as securities sold under repurchase agreements, which we include as a component of short-term borrowings on our consolidated balance sheets. We disclose the fair value of the debt securities underlying repurchase transactions; however, the pledged debt securities remain in the investment debt securities portfolio amount reported on our consolidated balance sheets. We had borrowings under repurchase agreements of \$390 million as of November 30, 2022, and we pledged debt securities underlying these repurchase transactions with an aggregate fair value of \$408 million as of November 30, 2022. We had no borrowings under repurchase agreements outstanding as of May 31, 2022; therefore, we had no debt securities in our investment portfolio pledged as collateral as of May 31, 2022.

Committed Bank Revolving Line of Credit Agreements

The following table presents the amount available for access under our bank revolving line of credit agreements as of November 30, 2022.

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Table 6.2: Committed Bank Revolving Line of Credit Agreements Available Amounts

(Dollars in millions)	November 30, 2022			Maturity	Annual Facility Fee ⁽¹⁾
	Total Commitment	Letters of Credit Outstanding	Available Amount		
Bank revolving agreements:					
3-year agreement.....	\$ 1,245	\$ —	\$ 1,245	November 28, 2025	7.5 bps
4-year agreement.....	1,355	3	1,352	November 28, 2026	10.0 bps
Total.....	\$ 2,600	\$ 3	\$ 2,597		

⁽¹⁾ Facility fee determined by CFC's senior unsecured credit ratings based on the pricing schedules put in place at the inception of the related agreement.

On October 20, 2022, we amended the three-year and four-year committed bank revolving line of credit agreements to extend the maturity dates to November 28, 2025 and November 28, 2026, respectively, and to replace LIBOR with Term Secured Overnight Financing Rate. The total commitment amount under the three-year facility and the four-year facility remained unchanged at \$1,245 million and \$1,355 million, respectively, resulting in a combined total commitment amount under the two facilities of \$2,600 million. These agreements allow us to request up to \$300 million of letters of credit, which, if requested, results in a reduction in the total amount available for our use. We were in compliance with all covenants and conditions under the agreements as of November 30, 2022.

NOTE 7—LONG-TERM DEBT

The following table displays, by debt product type, long-term debt outstanding as of November 30, 2022 and May 31, 2022. Long-term debt outstanding totaled \$22,537 million and accounted for 74% of total debt outstanding as of November 30, 2022, compared with \$21,545 million and 75% of total debt outstanding as of May 31, 2022.

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Table 7.1: Long-Term Debt by Debt Product Type

(Dollars in thousands)	November 30, 2022	May 31, 2022
Secured long-term debt:		
Collateral trust bonds.....	\$ 7,842,711	\$ 7,097,711
Unamortized discount	(211,654)	(216,608)
Debt issuance costs	(35,980)	(32,613)
Total collateral trust bonds	<u>7,595,077</u>	<u>6,848,490</u>
Guaranteed Underwriter Program notes payable.....	6,317,352	6,105,473
Farmer Mac notes payable.....	3,047,486	3,094,679
Other secured notes payable.....	2,755	2,755
Debt issuance costs	(4)	(9)
Total other secured notes payable	<u>2,751</u>	<u>2,746</u>
Total secured notes payable	<u>9,367,589</u>	<u>9,202,898</u>
Total secured long-term debt.....	<u>16,962,666</u>	<u>16,051,388</u>
Unsecured long-term debt:		
Medium-term notes sold through dealers.....	5,311,343	5,263,496
Medium-term notes sold to members.....	282,194	250,397
Medium term notes sold through dealers and to members.....	5,593,537	5,513,893
Unamortized discount	(2,432)	(2,086)
Debt issuance costs	(18,325)	(19,723)
Total unsecured medium-term notes	<u>5,572,780</u>	<u>5,492,084</u>
Unsecured notes payable.....	1,979	1,979
Unamortized discount	(1)	(10)
Debt issuance costs	—	(1)
Total unsecured notes payable	<u>1,978</u>	<u>1,968</u>
Total unsecured long-term debt.....	<u>5,574,758</u>	<u>5,494,052</u>
Total long-term debt.....	<u>\$ 22,537,424</u>	<u>\$ 21,545,440</u>

Secured Debt

Long-term secured debt of \$16,963 million and \$16,051 million as of November 30, 2022 and May 31, 2022, respectively, represented 75% of total long-term debt outstanding as of each respective date. We were in compliance with all covenants and conditions under our debt indentures as of November 30, 2022 and May 31, 2022. We are required to pledge eligible mortgage notes in an amount at least equal to the outstanding balance of our secured debt. See “Note 4—Loans” for information on pledged collateral under our secured debt agreements.

Collateral Trust Bonds

Collateral trust bonds represent secured obligations sold to investors in the capital markets. Collateral trust bonds are secured by the pledge of mortgage notes or eligible securities in an amount at least equal to the principal balance of the bonds outstanding. On August 17, 2022 we issued a total of \$400 million aggregate principal amount of sustainability collateral trust bonds at 4.15% due December 15, 2032. On October 31, 2022, we issued a total of \$350 million aggregate principal amount of collateral trust bonds at 5.80% due January 15, 2033.

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Guaranteed Underwriter Program Notes Payable

We borrowed \$300 million and repaid \$88 million of notes payable outstanding under the Guaranteed Underwriter Program during the six months ended November 30, 2022. We had up to \$775 million available for access under the Guaranteed Underwriter Program as of November 30, 2022. On December 15, 2022, we closed on a \$750 million committed loan facility (“Series T”) from the Federal Financing Bank under the Guaranteed Underwriter Program. Pursuant to this facility, we may borrow any time before July 15, 2027. Each advance is subject to quarterly amortization and a final maturity not longer than 30 years from the date of the advance.

The notes outstanding under the Guaranteed Underwriter Program contain a provision that if during any portion of the fiscal year, our senior secured credit ratings do not have at least two of the following ratings: (i) A3 or higher from Moody’s Investors Service (“Moody’s”), (ii) A- or higher from S&P Global Inc. (“S&P”), (iii) A- or higher from Fitch Ratings (“Fitch”) or (iv) an equivalent rating from a successor rating agency to any of the above rating agencies, we may not make cash patronage capital distributions in excess of 5% of total patronage capital. We are required to pledge eligible distribution system or power supply system loans as collateral in an amount at least equal to the total principal amount of notes outstanding under the Guaranteed Underwriter Program.

Farmer Mac Notes Payable

We have a revolving note purchase agreement with Farmer Mac under which we can borrow up to \$6,000 million from Farmer Mac at any time, subject to market conditions, through June 30, 2027. The agreement has successive automatic one-year renewals beginning June 30, 2026, unless Farmer Mac provides 425 days’ written notice of non-renewal. Pursuant to this revolving note purchase agreement, we can borrow, repay and re-borrow funds at any time through maturity, as market conditions permit, provided that the outstanding principal amount at any time does not exceed the total available under the agreement. Each borrowing under the revolving note purchase agreement is evidenced by a pricing agreement setting forth the interest rate, maturity date and other related terms as we may negotiate with Farmer Mac at the time of each such borrowing. We may select a fixed rate or variable rate at the time of each advance with a maturity as determined in the applicable pricing agreement. The amount outstanding under this agreement included \$3,047 million of long-term debt as of November 30, 2022. We borrowed \$400 million in long-term notes payable under the Farmer Mac Note Purchase Agreement during the six months ended November 30, 2022. The amount available for borrowing totaled \$2,953 million as of November 30, 2022.

Unsecured Debt

Long-term unsecured debt of \$5,575 million and \$5,494 million as of November 30, 2022 and May 31, 2022, respectively, represented 25% of long-term debt outstanding as of each respective date. The increase in long-term unsecured debt of \$81 million for the six months ended November 30, 2022 was primarily attributable to dealer medium-term notes issuance, as described below, partially offset by dealer medium-term notes repayments.

Medium-Term Notes

Medium-term notes present unsecured obligations that may be issued through dealers in the capital markets or directly to our members. On October 31, 2022, we issued \$500 million aggregate principal amount of dealer medium-term notes at a fixed rate of 5.45% due on October 30, 2025.

See “Note 7—Long-Term Debt” in our 2022 Form 10-K for additional information on our various long-term debt product types.

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NOTE 8—SUBORDINATED DEFERRABLE DEBT

Subordinated deferrable debt represents long-term debt that is subordinated to all debt other than subordinated certificates held by our members. We had subordinated deferrable debt outstanding of \$987 million as of November 30, 2022, unchanged from May 31, 2022. See “Note 8—Subordinated Deferrable Debt” in our 2022 Form 10-K for additional information on the terms and conditions, including maturity and call dates, of our subordinated deferrable debt outstanding.

NOTE 9—DERIVATIVE INSTRUMENTS AND HEDGING ACTIVITIES

We are an end user of derivative financial instruments and do not engage in derivative trading. Derivatives may be privately negotiated contracts, which are often referred to as over-the-counter (“OTC”) derivatives, or they may be listed and traded on an exchange. We generally engage in OTC derivative transactions. Our derivative instruments are an integral part of our interest rate risk-management strategy. Our principal purpose in using derivatives is to manage our aggregate interest rate risk profile within prescribed risk parameters. The derivative instruments we use primarily consist of interest rate swaps, which we typically hold to maturity. In addition, we may on occasion use treasury locks to manage the interest rate risk associated with future debt issuance or debt that is scheduled to reprice in the future. We did not have any derivatives designated as accounting hedges as of November 30, 2022 or May 31, 2022. We provide a discussion of our accounting for derivatives policy in “Note 1—Summary of Significant Accounting Policies” in our 2022 Form 10-K.

Notional Amount of Derivatives Not Designated as Accounting Hedges

The notional amount is used only as the basis on which interest payments are determined and is not the amount exchanged, nor recorded on our consolidated balance sheets. The following table shows, by derivative instrument type, the notional amount, the weighted-average rate paid and the weighted-average interest rate received for our interest rate swaps as of November 30, 2022 and May 31, 2022. For the substantial majority of interest rate swap agreements, a LIBOR index is currently used as the basis for determining variable interest payment amounts each period.

Table 9.1: Derivative Notional Amount and Weighted Average Rates

(Dollars in thousands)	November 30, 2022			May 31, 2022		
	Notional Amount	Weighted-Average Rate Paid	Weighted-Average Rate Received	Notional Amount	Weighted-Average Rate Paid	Weighted-Average Rate Received
Pay-fixed swaps	\$ 5,925,919	2.60 %	4.22 %	\$ 5,957,631	2.60 %	1.24 %
Receive-fixed swaps	<u>1,700,000</u>	4.92	2.97	<u>1,980,000</u>	1.53	2.86
Total interest rate swaps	7,625,919	3.11	3.94	7,937,631	2.33	1.64
Forward pay-fixed swaps	<u>160,845</u>			<u>124,000</u>		
Total interest rate swaps	<u>\$ 7,786,764</u>			<u>\$ 8,061,631</u>		

Impact of Derivatives on Consolidated Balance Sheets

The following table displays the fair value of the derivative assets and derivative liabilities, by derivatives type, recorded on our consolidated balance sheets and the related outstanding notional amount as of November 30, 2022 and May 31, 2022.

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Table 9.2: Derivative Assets and Liabilities at Fair Value

(Dollars in thousands)	November 30, 2022		May 31, 2022	
	Fair Value	Notional Amount ⁽¹⁾	Fair Value	Notional Amount ⁽¹⁾
Derivative assets:				
Interest rate swaps	\$ 473,317	\$ 5,363,733	\$ 222,042	\$ 4,791,699
Total derivative assets	\$ 473,317	\$ 5,363,733	\$ 222,042	\$ 4,791,699
Derivative liabilities:				
Interest rate swaps	\$ 133,373	\$ 2,423,031	\$ 128,282	\$ 3,269,932
Total derivative liabilities	\$ 133,373	\$ 2,423,031	\$ 128,282	\$ 3,269,932

⁽¹⁾The notional amount includes \$161 million and \$124 million notional amount of forward starting swaps, as shown above in Table 9.1: Derivative Notional Amount and Weighted-Average Rates, with an effective start date subsequent to November 30, 2022 and May 31, 2022, respectively, outstanding as of November 30, 2022 and May 31, 2022, respectively. The fair value of these swaps as of November 30, 2022 and May 31, 2022 is included in the above table and in our consolidated financial statements.

All of our master swap agreements include netting provisions that allow for offsetting of all contracts with a given counterparty in the event of default by one of the two parties. However, we report derivative asset and liability amounts on a gross basis by individual contract. The following table presents the gross fair value of derivative assets and liabilities reported on our consolidated balance sheets as of November 30, 2022 and May 31, 2022, and provides information on the impact of netting provisions under our master swap agreements and collateral pledged, if any.

Table 9.3: Derivative Gross and Net Amounts

(Dollars in thousands)	November 30, 2022					
	Gross Amount of Recognized Assets/ Liabilities	Gross Amount Offset in the Balance Sheet	Net Amount of Assets/ Liabilities Presented in the Balance Sheet	Gross Amount Not Offset in the Balance Sheet		Net Amount
				Financial Instruments	Cash Collateral Pledged	
Derivative assets:						
Interest rate swaps	\$ 473,317	\$ —	\$ 473,317	\$ 129,870	\$ —	\$ 343,447
Derivative liabilities:						
Interest rate swaps	133,373	—	133,373	129,870	—	3,503
(Dollars in thousands)	May 31, 2022					
	Gross Amount of Recognized Assets/ Liabilities	Gross Amount Offset in the Balance Sheet	Net Amount of Assets/ Liabilities Presented in the Balance Sheet	Gross Amount Not Offset in the Balance Sheet		Net Amount
				Financial Instruments	Cash Collateral Pledged	
Derivative assets:						
Interest rate swaps	\$ 222,042	\$ —	\$ 222,042	\$ 103,228	\$ —	\$ 118,814
Derivative liabilities:						
Interest rate swaps	128,282	—	128,282	103,228	—	25,054

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Impact of Derivatives on Consolidated Statements of Operations

The primary factors affecting the fair value of our derivatives and the derivative gains (losses) recorded in our consolidated statements of operations include changes in interest rates, the shape of the swap curve and the composition of our derivative portfolio. We generally record derivative losses when interest rates decline and derivative gains when interest rates rise, as our derivative portfolio consists of a higher proportion of pay-fixed swaps than receive-fixed swaps.

The following table presents the components of the derivative gains (losses) reported in our consolidated statements of operations for the three and six months ended November 30, 2022 and 2021. Derivative cash settlements interest expense represents the net periodic contractual interest amount for our interest-rate swaps during the reporting period. Derivative forward value gains (losses) represent the change in fair value of our interest rate swaps during the reporting period due to changes in expected future interest rates over the remaining life of our derivative contracts. We classify the derivative cash settlement amounts for the net periodic contractual interest expense on our interest rate swaps as an operating activity in our consolidated statements of cash flows.

Table 9.4: Derivative Gains (Losses)

(Dollars in thousands)	Three Months Ended November 30,		Six Months Ended November 30,	
	2022	2021	2022	2021
Derivative gains (losses) attributable to:				
Derivative cash settlements interest income (expense).....	\$ 4,801	\$ (25,952)	\$ (5,984)	\$ (53,515)
Derivative forward value gains (losses).....	141,989	72,038	246,361	(72,562)
Derivative gains (losses).....	\$ 146,790	\$ 46,086	\$ 240,377	\$ (126,077)

Credit Risk-Related Contingent Features

Our derivative contracts typically contain mutual early-termination provisions, generally in the form of a credit rating trigger. Under the mutual credit rating trigger provisions, either counterparty may, but is not obligated to, terminate and settle the agreement if the credit rating of the other counterparty falls below a level specified in the agreement. If a derivative contract is terminated, the amount to be received or paid by us would be equal to the prevailing fair value, as defined in the agreement, as of the termination date.

On September 7, 2022, Fitch affirmed CFC's credit ratings and stable outlook. On December 7, 2022, S&P affirmed CFC's credit ratings and stable outlook. Our senior unsecured credit ratings from Moody's, S&P and Fitch were A2, A- and A, respectively, as of November 30, 2022. Moody's, S&P and Fitch had our ratings on stable outlook as of November 30, 2022. Our credit ratings and outlook remain unchanged as of the date of this Report.

The following table displays the notional amounts of our derivative contracts with rating triggers as of November 30, 2022, and the payments that would be required if the contracts were terminated as of that date because of a downgrade of our unsecured credit ratings or the counterparty's unsecured credit ratings below A3/A-, below Baa1/BBB+, to or below Baa2/BBB, or to or below Ba2/BB+ by Moody's or S&P, respectively. In calculating the payment amounts that would be required upon termination of the derivative contracts, we assume that amounts for each counterparty would be netted in accordance with the provisions of the master netting agreements with the counterparty. The net payment amounts are based on the fair value of the underlying derivative instrument, excluding the credit risk valuation adjustment, plus any unpaid accrued interest amounts.

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Table 9.5: Derivative Credit Rating Trigger Exposure

<u>(Dollars in thousands)</u>	<u>Notional Amount</u>	<u>Payable Due from CFC</u>	<u>Receivable Due to CFC</u>	<u>Net Receivable (Payable)</u>
Impact of rating downgrade trigger:				
Falls below A3/A- ⁽¹⁾	\$ 33,025	\$ (1,853)	\$ —	\$ (1,853)
Falls below Baa1/BBB+	5,293,642	(1,929)	217,471	215,542
Falls to or below Baa2/BBB ⁽²⁾	324,470	—	18,256	18,256
Total.....	<u>\$ 5,651,137</u>	<u>\$ (3,782)</u>	<u>\$ 235,727</u>	<u>\$ 231,945</u>

⁽¹⁾ Rating trigger for CFC falls below A3/A-, while rating trigger for counterparty falls below Baa1/BBB+ by Moody's or S&P, respectively.

⁽²⁾ Rating trigger for CFC falls to or below Baa2/BBB, while rating trigger for counterparty falls to or below Ba2/BB+ by Moody's or S&P, respectively.

We have interest rate swaps with one counterparty that are subject to a ratings trigger and early termination provision in the event of a downgrade of CFC's senior unsecured credit ratings below Baa3, BBB- or BBB- by Moody's, S&P or Fitch, respectively. The outstanding notional amount of these swaps, which is not included in the above table, totaled \$230 million as of November 30, 2022. These swaps were in an unrealized gain position of \$26 million as of November 30, 2022.

Our largest counterparty exposure, based on the outstanding notional amount, accounted for approximately 24% the total outstanding notional amount of derivatives as of both November 30, 2022 and May 31, 2022. The aggregate fair value amount, including the credit valuation adjustment, of all interest rate swaps with rating triggers that were in a net liability position was \$4 million as of November 30, 2022.

NOTE 10—EQUITY

Total equity increased \$292 million to \$2,434 million as of November 30, 2022, attributable primarily to our reported net income of \$352 million for the six months ended November 30, 2022, partially offset by the patronage capital retirement of \$59 million authorized by the CFC Board of Directors in July 2022.

Allocation of Net Earnings and Retirement of Patronage Capital

In May 2022, the CFC Board of Directors authorized the allocation of \$1 million of net earnings for fiscal year 2022 to the cooperative educational fund. In July 2022, the CFC Board of Directors authorized the allocation of net earnings for fiscal year 2022 as follows: \$89 million to members in the form of patronage capital and \$153 million to the members' capital reserve. The amount of patronage capital allocated each year by CFC's Board of Directors is based on adjusted net income, which excludes the impact of derivative forward value gains (losses). See "MD&A—Non-GAAP Financial Measures" for information on adjusted net income.

In July 2022, the CFC Board of Directors also authorized the retirement of allocated net earnings totaling \$59 million, of which \$44 million represented 50% of the patronage capital allocation for fiscal year 2022 and \$15 million represented the portion of the allocation from net earnings for fiscal year 1997 that has been held for 25 years pursuant to the CFC Board of Directors' policy. The authorized patronage capital retirement amount of \$59 million was returned to members in cash in September 2022. The remaining portion of the patronage capital allocation for fiscal year 2022 will be retained by CFC for 25 years pursuant to the current guidelines adopted by the CFC Board of Directors in June 2009.

See "Note 11—Equity" in our 2022 Form 10-K for additional information on our policy for allocation and retirement of patronage capital.

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Accumulated Other Comprehensive Income (Loss)

The following table presents, by component, changes in AOCI for the three and six months ended November 30, 2022 and 2021 and the balance of each component as of the end of each respective period.

Table 10.1: Changes in Accumulated Other Comprehensive Income (Loss)

(Dollars in thousands)	Three Months Ended November 30,					
	2022			2021		
	Unrealized Gains on Derivative Hedges ⁽¹⁾	Unrealized Losses on Defined Benefit Plans ⁽²⁾	Total	Unrealized Gains on Derivative Hedges ⁽¹⁾	Unrealized Losses on Defined Benefit Plans ⁽²⁾	Total
Beginning balance	\$ 4,934	\$ (2,765)	\$ 2,169	\$ 2,037	\$ (1,672)	\$ 365
Changes in unrealized gains ..	—	—	—	3,612	—	3,612
Realized (gains) losses reclassified to earnings	(189)	100	(89)	(143)	72	(71)
Ending balance	\$ 4,745	\$ (2,665)	\$ 2,080	\$ 5,506	\$ (1,600)	\$ 3,906
	Six Months Ended November 30,					
	2022			2021		
	Unrealized Gains on Derivative Hedges ⁽¹⁾	Unrealized Losses on Defined Benefit Plans ⁽²⁾	Total	Unrealized Gains on Derivative Hedges ⁽¹⁾	Unrealized Losses on Defined Benefit Plans ⁽²⁾	Total
Beginning balance	\$ 5,123	\$ (2,865)	\$ 2,258	\$ 1,718	\$ (1,743)	\$ (25)
Changes in unrealized gains ..	—	—	—	4,028	—	4,028
Realized (gains) losses reclassified to earnings	(378)	200	(178)	(240)	143	(97)
Ending balance	\$ 4,745	\$ (2,665)	\$ 2,080	\$ 5,506	\$ (1,600)	\$ 3,906

⁽¹⁾ Of the derivative gains reclassified to earnings, a portion is reclassified as a component of the derivative gains (losses) line item and the remainder is reclassified as a component of the interest expense line item on our consolidated statements of operations.

⁽²⁾ Reclassified to earnings as component of the other non-interest expense line item presented on our consolidated statements of operations.

We expect to reclassify realized gains of \$1 million attributable to derivative cash flow hedges from AOCI into earnings over the next 12 months.

NOTE 11—GUARANTEES

We guarantee certain contractual obligations of our members so they may obtain various forms of financing. We use the same credit policies and monitoring procedures in providing guarantees as we do for loans and commitments. If a member system defaults on its obligation to pay debt service, then we are obligated to pay any required amounts under our guarantees. Meeting our guarantee obligations satisfies the underlying obligation of our member systems and prevents the exercise of remedies by the guarantee beneficiary based upon a payment default by a member system. In general, the member system is required to repay any amount advanced by us with interest, pursuant to the documents evidencing the member system's reimbursement obligation.

The following table displays the notional amount of our outstanding guarantee obligations, by guarantee type and by member class, as of November 30, 2022 and May 31, 2022.

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Table 11.1: Guarantees Outstanding by Type and Member Class

(Dollars in thousands)	November 30, 2022	May 31, 2022
Guarantee type:		
Long-term tax-exempt bonds ⁽¹⁾	\$ 99,600	\$ 122,150
Letters of credit ⁽²⁾⁽³⁾	524,941	450,354
Other guarantees	158,203	158,279
Total	<u>\$ 782,744</u>	<u>\$ 730,783</u>
Member class:		
CFC:		
Distribution	\$ 346,990	\$ 314,925
Power supply	384,674	378,516
Statewide and associate ⁽⁴⁾	<u>15,364</u>	<u>13,372</u>
CFC total	747,028	706,813
NCSC	<u>35,716</u>	23,970
Total	<u>\$ 782,744</u>	<u>\$ 730,783</u>

⁽¹⁾ Represents the outstanding principal amount of long-term variable-rate guaranteed bonds.

⁽²⁾ Reflects our maximum potential exposure for letters of credit.

⁽³⁾ Under a hybrid letter of credit facility we had \$31 million of commitments that may be used for the issuance of letters of credit as of November 30, 2022.

⁽⁴⁾ Includes CFC guarantees to NCSC and RTFC members totaling \$13 million and \$11 million as of November 30, 2022 and May 31, 2022, respectively.

We had guarantees outstanding totaling \$783 million and \$731 million as of November 30, 2022 and May 31, 2022, respectively. Guarantees under which our right of recovery from our members was not secured totaled \$511 million and \$466 million and represented 65% and 64% of total guarantees as of November 30, 2022 and May 31, 2022, respectively.

Long-term tax-exempt bonds of \$100 million and \$122 million as of November 30, 2022 and May 31, 2022, respectively, consist of adjustable or variable-rate bonds that may be converted to a fixed rate as specified in the applicable indenture for each bond offering. We are unable to determine the maximum amount of interest that we may be required to pay related to the remaining adjustable and variable-rate bonds. Many of these bonds have a call provision that allows us to call the bond in the event of a default, which would limit our exposure to future interest payments on these bonds. Our maximum potential exposure generally is secured by mortgage liens on the members' assets and future revenue. If a member's debt is accelerated because of a determination that the interest thereon is not tax-exempt, the member's obligation to reimburse us for any guarantee payments will be treated as a long-term loan. The maturities for long-term tax-exempt bonds and the related guarantees extend through calendar year 2037.

Of the outstanding letters of credit of \$525 million and \$450 million as of November 30, 2022 and May 31, 2022, respectively, \$147 million and \$118 million were secured at each respective date. The maturities for the outstanding letters of credit as of November 30, 2022 extend through calendar year 2041.

In addition to the letters of credit listed in the table above, under master letter of credit facilities in place as of November 30, 2022, we may be required to issue up to an additional \$94 million in letters of credit to third parties for the benefit of our members. All of our master letter of credit facilities were subject to material adverse change clauses at the time of issuance as of November 30, 2022. Prior to issuing a letter of credit, we would confirm that there has been no material adverse change in the business or condition, financial or otherwise, of the borrower since the master letter of credit facility was approved and confirm that the borrower is currently in compliance with the terms and conditions of the agreement governing the facility.

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The maximum potential exposure for other guarantees was \$158 million as of both November 30, 2022 and May 31, 2022, respectively, of which \$25 million was secured as of both November 30, 2022 and May 31, 2022. The maturities for these other guarantees listed in the table above extend through calendar year 2025.

In addition to the guarantees described above, we were also the liquidity provider for \$100 million of variable-rate tax-exempt bonds as of November 30, 2022, issued for our member cooperatives. While the bonds are in variable-rate mode, in return for a fee, we have unconditionally agreed to purchase bonds tendered or put for redemption if the remarketing agents are unable to sell such bonds to other investors. We were not required to perform as liquidity provider pursuant to these obligations during the six months ended November 30, 2022 or the prior fiscal year.

Guarantee Liability

We recorded a total guarantee liability for noncontingent and contingent exposures related to guarantees and liquidity obligations of \$12 million and \$13 million as of November 30, 2022 and May 31, 2022, respectively. The noncontingent guarantee liability, which pertains to our obligation to stand ready to perform over the term of our guarantees and liquidity obligations we have entered into or modified since January 1, 2003 and accounts for the substantial majority of our guarantee liability, totaled \$12 million as of both November 30, 2022 and May 31, 2022. The remaining amount pertains to our contingent guarantee exposures.

NOTE 12—FAIR VALUE MEASUREMENT

Fair value, also referred to as an exit price, is defined as the price that would be received for an asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date. The fair value accounting guidance provides a three-level fair value hierarchy for classifying financial instruments. This hierarchy is based on the markets in which the assets or liabilities trade and whether the inputs to the valuation techniques used to measure fair value are observable or unobservable. The fair value measurement of a financial asset or liability is assigned a level based on the lowest level of any input that is significant to the fair value measurement in its entirety. The levels, in priority order based on the extent to which observable inputs are available to measure fair value, are Level 1, Level 2 and Level 3. The accounting guidance for fair value measurements requires that we maximize the use of observable inputs and minimize the use of unobservable inputs in determining fair value.

The following table presents the carrying value and estimated fair value of all of our financial instruments, including those carried at amortized cost, as of November 30, 2022 and May 31, 2022. The table also displays the classification level within the fair value hierarchy based on the degree of observability of the inputs used in the valuation technique for estimating fair value.

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Table 12.1: Fair Value of Financial Instruments

(Dollars in thousands)	November 30, 2022		Fair Value Measurement Level		
	Carrying Value	Fair Value	Level 1	Level 2	Level 3
Assets:					
Cash and cash equivalents	\$ 271,767	\$ 271,767	\$ 271,767	\$ —	\$ —
Restricted cash	9,881	9,881	9,881	—	—
Equity securities, at fair value	40,437	40,437	40,437	—	—
Debt securities trading, at fair value	567,291	567,291	—	567,291	—
Deferred compensation investments	6,840	6,840	6,840	—	—
Loans to members, net	31,509,736	28,361,441	—	—	28,361,441
Accrued interest receivable	146,911	146,911	—	146,911	—
Derivative assets	473,317	473,317	—	473,317	—
Total financial assets	\$ 33,026,180	\$ 29,877,885	\$ 328,925	\$ 1,187,519	\$ 28,361,441
Liabilities:					
Short-term borrowings	\$ 5,594,212	\$ 5,594,757	\$ —	\$ 5,594,757	\$ —
Long-term debt	22,537,424	21,199,706	—	12,596,816	8,602,890
Accrued interest payable	169,168	169,168	—	169,168	—
Guarantee liability	12,462	11,758	—	—	11,758
Derivative liabilities	133,373	133,373	—	133,373	—
Subordinated deferrable debt	986,624	920,954	236,200	684,754	—
Members' subordinated certificates	1,238,552	1,238,552	—	—	1,238,552
Total financial liabilities	\$ 30,671,815	\$ 29,268,268	\$ 236,200	\$ 19,178,868	\$ 9,853,200

(Dollars in thousands)	May 31, 2022		Fair Value Measurement Level		
	Carrying Value	Fair Value	Level 1	Level 2	Level 3
Assets:					
Cash and cash equivalents	\$ 153,551	\$ 153,551	\$ 153,551	\$ —	\$ —
Restricted cash	7,563	7,563	7,563	—	—
Equity securities, at fair value	33,758	33,758	33,758	—	—
Debt securities trading, at fair value	566,146	566,146	—	566,146	—
Deferred compensation investments	6,710	6,710	6,710	—	—
Loans to members, net	29,995,826	28,595,111	—	—	28,595,111
Accrued interest receivable	111,418	111,418	—	111,418	—
Derivative assets	222,042	222,042	—	222,042	—
Total financial assets	\$ 31,097,014	\$ 29,696,299	\$ 201,582	\$ 899,606	\$ 28,595,111
Liabilities:					
Short-term borrowings	\$ 4,981,167	\$ 4,978,580	\$ —	\$ 4,978,580	\$ —
Long-term debt	21,545,440	21,106,750	—	12,248,695	8,858,055
Accrued interest payable	131,950	131,950	—	131,950	—
Guarantee liability	12,764	13,083	—	—	13,083
Derivative liabilities	128,282	128,282	—	128,282	—
Subordinated deferrable debt	986,518	960,869	250,800	710,069	—
Members' subordinated certificates	1,234,161	1,234,161	—	—	1,234,161
Total financial liabilities	\$ 29,020,282	\$ 28,553,675	\$ 250,800	\$ 18,197,576	\$ 10,105,299

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For additional information regarding fair value measurements, the fair value hierarchy and a description of the methodologies we use to estimate fair value, see “Note 14—Fair Value Measurement” to the Consolidated Financial Statements in our 2022 Form 10-K.

Transfers Between Levels

We monitor the availability of observable market data to assess the appropriate classification of financial instruments within the fair value hierarchy and transfer between Level 1, Level 2, and Level 3 accordingly. Observable market data includes but is not limited to quoted prices and market transactions. Changes in economic conditions or market liquidity generally will drive changes in availability of observable market data. Changes in availability of observable market data, which also may result in changes in the valuation technique used, are generally the cause of transfers between levels. We did not have any transfers into or out of Level 3 of the fair value hierarchy during the six months ended November 30, 2022 and 2021.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The following table presents the carrying value and fair value of financial instruments reported in our consolidated financial statements at fair value on a recurring basis as of November 30, 2022 and May 31, 2022, and the classification of the valuation technique within the fair value hierarchy. We did not have any assets and liabilities measured at fair value on a recurring basis using significant unobservable inputs during the three and six months ended November 30, 2022 and 2021.

Table 12.2: Assets and Liabilities Measured at Fair Value on a Recurring Basis

(Dollars in thousands)	November 30, 2022			May 31, 2022		
	Level 1	Level 2	Total	Level 1	Level 2	Total
Assets:						
Equity securities, at fair value	\$ 40,437	\$ —	\$ 40,437	\$ 33,758	\$ —	\$ 33,758
Debt securities trading, at fair value ...	—	567,291	567,291	—	566,146	566,146
Deferred compensation investments	6,840	—	6,840	6,710	—	6,710
Derivative assets	—	473,317	473,317	—	222,042	222,042
Liabilities:						
Derivative liabilities	\$ —	\$ 133,373	\$ 133,373	\$ —	\$ 128,282	\$ 128,282

Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis

We may be required, from time to time, to measure certain assets and liabilities at fair value on a nonrecurring basis on our consolidated balance sheets. These assets and liabilities are not measured at fair value on an ongoing basis but are subject to fair value adjustments in certain circumstances, such as in the application of lower of cost or fair value accounting or when we evaluate assets for impairment. We did not have any assets or liabilities measured at fair value on a nonrecurring basis during the six months ended November 30, 2022. We had certain loans measured at fair value on a nonrecurring basis during the six months ended November 30, 2021, which were repaid in full in November 2021.

NOTE 13—VARIABLE INTEREST ENTITIES

NCSC and RTFC meet the definition of a VIE because they do not have sufficient equity investment at risk to finance their activities without financial support. CFC is the primary source of funding for NCSC and the sole source of funding for RTFC. Under the terms of management agreements with each company, CFC manages the business operations of NCSC and RTFC. CFC also unconditionally guarantees full indemnification for any loan losses of NCSC and RTFC pursuant to

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION
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guarantee agreements with each company. CFC earns management and guarantee fees from its agreements with NCSC and RTFC.

All loans that require NCSC board approval also require CFC board approval. CFC is not a member of NCSC and does not elect directors to the NCSC board. If CFC becomes a member of NCSC, it would control the nomination process for one NCSC director. NCSC members elect directors to the NCSC board based on one vote for each member. NCSC is a Class C member of CFC. All loans that require RTFC board approval also require approval by CFC for funding under RTFC's credit facilities with CFC. CFC is not a member of RTFC and does not elect directors to the RTFC board. RTFC is a non-voting associate of CFC. RTFC members elect directors to the RTFC board based on one vote for each member.

NCSC and RTFC creditors have no recourse against CFC in the event of a default by NCSC and RTFC, unless there is a guarantee agreement under which CFC has guaranteed NCSC or RTFC debt obligations to a third party. The following table provides information on incremental consolidated assets and liabilities of VIEs included in CFC's consolidated financial statements, after intercompany eliminations, as of November 30, 2022 and May 31, 2022.

Table 13.1: Consolidated Assets and Liabilities of Variable Interest Entities

(Dollars in thousands)	November 30, 2022	May 31, 2022
Assets:		
Loans outstanding	\$ 1,387,934	\$ 1,178,479
Other assets	11,116	9,672
Total assets	<u>\$ 1,399,050</u>	<u>\$ 1,188,151</u>
Liabilities:		
Total liabilities	<u>\$ 23,967</u>	<u>\$ 22,958</u>

The following table provides information on CFC's credit commitments to NCSC and RTFC and potential exposure to loss under these commitments as of November 30, 2022 and May 31, 2022.

Table 13.2: CFC Exposure Under Credit Commitments to NCSC and RTFC

(Dollars in thousands)	November 30, 2022	May 31, 2022
CFC credit commitments to NCSC and RTFC:		
Total CFC credit commitments	\$ 5,500,000	\$ 5,500,000
Outstanding commitments:		
Borrowings payable to CFC ⁽¹⁾	1,368,549	1,158,583
Credit enhancements:		
CFC third-party guarantees	35,716	23,970
Other credit enhancements	2,260	4,044
Total credit enhancements ⁽²⁾	<u>37,976</u>	<u>28,014</u>
Total outstanding commitments	<u>1,406,525</u>	<u>1,186,597</u>
CFC credit commitments available ⁽³⁾	<u>\$ 4,093,475</u>	<u>\$ 4,313,403</u>

⁽¹⁾ Intercompany borrowings payable by NCSC and RTFC to CFC are eliminated in consolidation.

⁽²⁾ Excludes interest due on these instruments.

⁽³⁾ Represents total CFC credit commitments less outstanding commitments as of each period end.

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Under a loan and security agreement with CFC, NCSC has access to a \$1,500 million revolving line of credit and a \$1,500 million revolving term loan from CFC, which mature in 2067. Under a loan and security agreement with CFC, RTFC has access to a \$1,000 million revolving line of credit and a \$1,500 million revolving term loan from CFC, which mature in 2067. CFC loans to NCSC and RTFC are secured by all assets and revenue of NCSC and RTFC. CFC's maximum potential exposure, including interest due, for the credit enhancements totaled \$38 million as of November 30, 2022. The maturities for obligations guaranteed by CFC extend through 2031.

NOTE 14—BUSINESS SEGMENTS

Our activities are conducted through three operating segments, which are based on each of the legal entities included in our consolidated financial statements: CFC, NCSC and RTFC. We report segment information for CFC separately; however, we aggregate segment information for NCSC and RTFC into one reportable segment because neither entity meets the quantitative materiality threshold for separate reporting under the accounting guidance governing segment reporting. We present the results of our business segments on the basis in which management internally evaluates operating performance to establish short- and long-term performance goals, develop budgets and forecasts, identify potential trends, allocate resources and make compensation decisions. We describe the business segment reporting methodology in “Note 16—Business Segments” to the Consolidated Financial Statements in our 2022 Form 10-K.

Segment Results and Reconciliation

The following tables display segment results of operations for the three and six months ended November 30, 2022 and 2021, assets attributable to each segment as of November 30, 2022 and November 30, 2021 and a reconciliation of total segment amounts to our consolidated total amounts.

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Table 14.1: Business Segment Information

(Dollars in thousands)	Three Months Ended November 30, 2022					
	CFC	NCSC and RTFC	Segments Total	Reclasses and Adjustments ⁽¹⁾	Intersegment Eliminations ⁽²⁾	Consolidated Total
Results of operations:						
Interest income	\$ 322,252	\$ 13,063	\$ 335,315	\$ —	\$ (11,121)	\$ 324,194
Interest expense	(245,444)	(11,121)	(256,565)	—	11,121	(245,444)
Derivative cash settlements interest income (expense)	4,938	(137)	4,801	(4,801)	—	—
Interest expense	(240,506)	(11,258)	(251,764)	(4,801)	11,121	(245,444)
Net interest income	81,746	1,805	83,551	(4,801)	—	78,750
Provision for credit losses	(11,628)	(1,034)	(12,662)	—	1,034	(11,628)
Net interest income after provision for credit losses	70,118	771	70,889	(4,801)	1,034	67,122
Non-interest income:						
Fee and other income	5,899	1,695	7,594	—	(3,428)	4,166
Derivative gains:						
Derivative cash settlements interest income	—	—	—	4,801	—	4,801
Derivative forward value gains	—	—	—	141,989	—	141,989
Derivative gains	—	—	—	146,790	—	146,790
Investment securities losses	(493)	—	(493)	—	—	(493)
Total non-interest income	5,406	1,695	7,101	146,790	(3,428)	150,463
Non-interest expense:						
General and administrative expenses	(26,601)	(2,675)	(29,276)	—	2,029	(27,247)
Other non-interest expense	(354)	(366)	(720)	—	365	(355)
Total non-interest expense	(26,955)	(3,041)	(29,996)	—	2,394	(27,602)
Income (loss) before income taxes ..	48,569	(575)	47,994	141,989	—	189,983
Income tax provision	—	(219)	(219)	—	—	(219)
Net income (loss)	\$ 48,569	\$ (794)	\$ 47,775	\$ 141,989	\$ —	\$ 189,764

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	Three Months Ended November 30, 2021					
(Dollars in thousands)	CFC	NCSC and RTFC	Segments Total	Reclasses and Adjustments ⁽¹⁾	Intersegment Eliminations ⁽²⁾	Consolidated Total
Results of operations:						
Interest income	\$ 281,131	\$ 10,973	\$ 292,104	\$ —	\$ (8,952)	\$ 283,152
Interest expense	(173,596)	(8,952)	(182,548)	—	8,952	(173,596)
Derivative cash settlements interest expense	(25,533)	(419)	(25,952)	25,952	—	—
Interest expense	(199,129)	(9,371)	(208,500)	25,952	8,952	(173,596)
Net interest income	82,002	1,602	83,604	25,952	—	109,556
Benefit for credit losses	3,400	3,063	6,463	—	(3,063)	3,400
Net interest income after benefit for credit losses	85,402	4,665	90,067	25,952	(3,063)	112,956
Non-interest income:						
Fee and other income	6,093	(1,812)	4,281	—	550	4,831
Derivative gains:						
Derivative cash settlements interest expense	—	—	—	(25,952)	—	(25,952)
Derivative forward value gains	—	—	—	72,038	—	72,038
Derivative gains	—	—	—	46,086	—	46,086
Investment securities losses	(4,344)	—	(4,344)	—	—	(4,344)
Total non-interest income	1,749	(1,812)	(63)	46,086	550	46,573
Non-interest expense:						
General and administrative expenses	(22,716)	(1,975)	(24,691)	—	1,596	(23,095)
Other non-interest expense	(431)	(917)	(1,348)	—	917	(431)
Total non-interest expense	(23,147)	(2,892)	(26,039)	—	2,513	(23,526)
Income (loss) before income taxes ..	64,004	(39)	63,965	72,038	—	136,003
Income tax provision	—	(274)	(274)	—	—	(274)
Net income (loss)	\$ 64,004	\$ (313)	\$ 63,691	\$ 72,038	\$ —	\$ 135,729

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(Dollars in thousands)	Six Months Ended November 30, 2022					
	CFC	NCSC and RTFC	Segments Total	Reclasses and Adjustments ⁽¹⁾	Intersegment Eliminations ⁽²⁾	Consolidated Total
Results of operations:						
Interest income	\$ 627,236	\$ 24,999	\$ 652,235	\$ —	\$ (21,063)	\$ 631,172
Interest expense	(454,912)	(21,063)	(475,975)	—	21,063	(454,912)
Derivative cash settlements interest expense	(5,590)	(394)	(5,984)	5,984	—	—
Interest expense	(460,502)	(21,457)	(481,959)	5,984	21,063	(454,912)
Net interest income	166,734	3,542	170,276	5,984	—	176,260
Provision for credit losses	(15,124)	(1,281)	(16,405)	—	1,281	(15,124)
Net interest income after provision for credit losses	151,610	2,261	153,871	5,984	1,281	161,136
Non-interest income:						
Fee and other income	11,692	2,614	14,306	—	(6,084)	8,222
Derivative gains:						
Derivative cash settlements interest expense	—	—	—	(5,984)	—	(5,984)
Derivative forward value gains	—	—	—	246,361	—	246,361
Derivative gains	—	—	—	240,377	—	240,377
Investment securities losses	(4,172)	—	(4,172)	—	—	(4,172)
Total non-interest income	7,520	2,614	10,134	240,377	(6,084)	244,427
Non-interest expense:						
General and administrative expenses	(51,613)	(5,210)	(56,823)	—	4,057	(52,766)
Other non-interest expense	(676)	(747)	(1,423)	—	746	(677)
Total non-interest expense	(52,289)	(5,957)	(58,246)	—	4,803	(53,443)
Income (loss) before income taxes ..	106,841	(1,082)	105,759	246,361	—	352,120
Income tax provision	—	(482)	(482)	—	—	(482)
Net income (loss)	\$ 106,841	\$ (1,564)	\$ 105,277	\$ 246,361	\$ —	\$ 351,638
November 30, 2022						
	CFC	NCSC and RTFC	Segments Total	Reclasses and Adjustments ⁽¹⁾	Intersegment Eliminations ⁽²⁾	Consolidated Total
Assets:						
Total loans outstanding	\$31,545,440	\$ 1,387,933	\$32,933,373	\$ —	\$(1,368,549)	\$31,564,824
Deferred loan origination costs	12,527	—	12,527	—	—	12,527
Loans to members	31,557,967	1,387,933	32,945,900	—	(1,368,549)	31,577,351
Less: Allowance for credit losses	(67,615)	(4,016)	(71,631)	—	4,016	(67,615)
Loans to members, net	31,490,352	1,383,917	32,874,269	—	(1,364,533)	31,509,736
Other assets	1,667,517	97,712	1,765,229	—	(86,595)	1,678,634
Total assets	\$33,157,869	\$ 1,481,629	\$34,639,498	\$ —	\$(1,451,128)	\$33,188,370

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(Dollars in thousands)	Six Months Ended November 30, 2021					
	CFC	NCSC and RTFC	Segments Total	Reclasses and Adjustments ⁽¹⁾	Intersegment Eliminations ⁽²⁾	Consolidated Total
Results of operations:						
Interest income	\$ 562,438	\$ 21,426	\$ 583,864	\$ —	\$ (17,444)	\$ 566,420
Interest expense	(348,373)	(17,444)	(365,817)	—	17,444	(348,373)
Derivative cash settlements interest expense	(52,678)	(837)	(53,515)	53,515	—	—
Interest expense	(401,051)	(18,281)	(419,332)	53,515	17,444	(348,373)
Net interest income	161,387	3,145	164,532	53,515	—	218,047
Benefit (provision) for credit losses	(603)	2,857	2,254	—	(2,857)	(603)
Net interest income after benefit (provision) for credit losses	160,784	6,002	166,786	53,515	(2,857)	217,444
Non-interest income:						
Fee and other income	11,416	(928)	10,488	—	(1,716)	8,772
Derivative losses:						
Derivative cash settlements interest expense	—	—	—	(53,515)	—	(53,515)
Derivative forward value losses	—	—	—	(72,562)	—	(72,562)
Derivative losses	—	—	—	(126,077)	—	(126,077)
Investment securities losses	(6,569)	—	(6,569)	—	—	(6,569)
Total non-interest income	4,847	(928)	3,919	(126,077)	(1,716)	(123,874)
Non-interest expense:						
General and administrative expenses	(46,370)	(4,126)	(50,496)	—	3,191	(47,305)
Other non-interest expense	(687)	(1,382)	(2,069)	—	1,382	(687)
Total non-interest expense	(47,057)	(5,508)	(52,565)	—	4,573	(47,992)
Income (loss) before income taxes ..	118,574	(434)	118,140	(72,562)	—	45,578
Income tax provision	—	(181)	(181)	—	—	(181)
Net income (loss)	\$ 118,574	\$ (615)	\$ 117,959	\$ (72,562)	\$ —	\$ 45,397

	November 30, 2021					
	CFC	NCSC and RTFC	Segment Total	Reclasses and Adjustments ⁽¹⁾	Intersegment Eliminations ⁽²⁾	Consolidated Total
Assets:						
Total loans outstanding	\$28,911,891	\$ 1,152,940	\$30,064,831	\$ —	\$(1,130,017)	\$28,934,814
Deferred loan origination costs	12,056	—	12,056	—	—	12,056
Loans to members	28,923,947	1,152,940	30,076,887	—	(1,130,017)	28,946,870
Less: Allowance for credit losses	(86,135)	(3,212)	(89,347)	—	3,212	(86,135)
Loans to members, net	28,837,812	1,149,728	29,987,540	—	(1,126,805)	28,860,735
Other assets	1,144,912	99,144	1,244,056	—	(89,212)	1,154,844
Total assets	\$29,982,724	\$ 1,248,872	\$31,231,596	\$ —	\$(1,216,017)	\$30,015,579

⁽¹⁾Consists of (i) the reclassification of net periodic derivative settlement interest expense amounts, which we report as a component of interest expense for business segment reporting purposes but is included in derivatives gains (losses) in our consolidated total results and (ii) derivative forward value gains and losses, which we exclude from our business segment results but is included in derivatives gains (losses) in our consolidated total results.

⁽²⁾Consists of intercompany borrowings payable by NCSC and RTFC to CFC and the interest related to those borrowings, management fees paid by NCSC and RTFC to CFC and other intercompany amounts, all of which are eliminated in consolidation.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

For quantitative and qualitative disclosures about market risk, see “Part I—Item 2. MD&A—Market Risk” and “Note 9—Derivative Instruments and Hedging Activities.”

Item 4. Controls and Procedures

As of the end of the period covered by this report, senior management, including the Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934. Based on this evaluation process, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures are effective. There were no changes in our internal control over financial reporting that occurred during the three months ended November 30, 2022 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings

From time to time, CFC is subject to certain legal proceedings and claims in the ordinary course of business, including litigation with borrowers related to enforcement or collection actions. Management presently believes that the ultimate outcome of these proceedings, individually and in the aggregate, will not materially harm our financial position, liquidity or results of operations. CFC establishes reserves for specific legal matters when it determines that the likelihood of an unfavorable outcome is probable and the loss is reasonably estimable. Accordingly, no reserve has been recorded with respect to any legal proceedings at this time.

Item 1A. Risk Factors

Our financial condition, results of operations and liquidity are subject to various risks and uncertainties, some of which are inherent in the financial services industry and others of which are more specific to our own business. We identify and discuss the most significant risk factors of which we are currently aware that could have a material adverse impact on our business, results of operations, financial condition or liquidity in the section “Part I—Item 1A. Risk Factors” in our 2022 Form 10-K, as filed with the SEC on August 8, 2022. We are not aware of any material changes in the risk factors identified in our 2022 Form 10-K. However, other risks and uncertainties, including those not currently known to us, could also negatively impact our business, results of operations, financial condition and liquidity. Therefore, the risk factors identified and discussed in our 2022 Form 10-K should not be considered a complete discussion of all the risks and uncertainties we may face. For information on how we manage our key risks, see “Item 7. MD&A—Enterprise Risk Management” in our 2022 Form 10-K.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Not applicable.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

The following exhibits are incorporated by reference or filed as part of this Report.

EXHIBIT INDEX

Exhibit No.	Description
10.1*	— Amended and Restated Revolving Credit Agreement dated as of October 20, 2022 maturing on November 28, 2025.
10.2*	— Amended and Restated Revolving Credit Agreement dated as of October 20, 2022 maturing on November 28, 2026.
10.3*	— Series T Bond Purchase Agreement between the Registrant, the Federal Financing Bank and Rural Utilities Service dated as of December 15, 2022 for up to \$750,000,000.
10.4*	— Series T Future Advance Bond from the Registrant to the Federal Financing Bank dated as of December 15, 2022 for up to \$750,000,000 maturing on July 15, 2027.
10.5*	— Ninth Amended, Restated and Consolidated Pledge Agreement dated as of December 15, 2022 between the Registrant, the Rural Utilities Service and U.S. Bank National Association.
10.6*	— Ninth Amended, Restated and Consolidated Bond Guarantee Agreement dated as of December 15, 2022 between the Registrant and the Rural Utilities Service.
31.1*	— Certification of the Chief Executive Officer required by Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	— Certification of the Chief Financial Officer required by Section 302 of the Sarbanes-Oxley Act of 2002.
32.1†	— Certification of the Chief Executive Officer required by Section 906 of the Sarbanes-Oxley Act of 2002.
32.2†	— Certification of the Chief Financial Officer required by Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	— Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH*	— Inline XBRL Taxonomy Extension Schema Document
101.CAL*	— Inline XBRL Taxonomy Calculation Linkbase Document
101.LAB*	— Inline XBRL Taxonomy Label Linkbase Document
101.PRE*	— Inline XBRL Taxonomy Presentation Linkbase Document
101.DEF*	— Inline XBRL Taxonomy Definition Linkbase Document
104	— Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

* Filed herewith this Report.

† Furnished with this Report, which shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, or otherwise subject to the liability of that Section.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION

Date: January 13, 2023

By: /s/ YU LING WANG

Yu Ling Wang

Senior Vice President and Chief Financial Officer

By: /s/ PANKAJ SHAH

Pankaj Shah

Vice President and Controller
(Principal Accounting Officer)

AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

dated as of

October 20, 2022

among

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE CORPORATION,

THE BANKS LISTED HEREIN,
MIZUHO BANK, LTD.,
as Administrative Agent and Initial Issuing Bank,

JPMORGAN CHASE BANK, N.A.,
as Syndication Agent,

and

PNC BANK, NATIONAL ASSOCIATION,
THE BANK OF NOVA SCOTIA,

and

ROYAL BANK OF CANADA
as Co-Documentation Agents

MIZUHO BANK, LTD.,

JPMORGAN CHASE BANK, N.A.,

PNC CAPITAL MARKETS LLC,
THE BANK OF NOVA SCOTIA

and

RBC CAPITAL MARKETS
as Co-Lead Arrangers and Joint Bookrunners

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AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

This AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT dated as of October 20, 2022, is made by and among NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, a not-for-profit cooperative association incorporated under the laws of the District of Columbia, as Borrower, the BANKS listed on the signature pages hereof, MIZUHO BANK, LTD., as Administrative Agent and as Initial Issuing Bank for the Letters of Credit issued or to be issued pursuant to this Agreement, JPMORGAN CHASE BANK, N.A., as Syndication Agent, and PNC BANK, NATIONAL ASSOCIATION, THE BANK OF NOVA SCOTIA and ROYAL BANK OF CANADA, as Co-Documentation Agents.

WHEREAS, the Borrower, the several Banks, the Administrative Agent, the Syndication Agent and Co-Documentation Agents (as each is defined hereinafter) entered into an Amended and Restated Revolving Credit Agreement dated as of November 19, 2015, as amended by Amendment No. 1 dated as of November 18, 2016, Amendment No. 2 dated as of November 20, 2017, Amendment No. 3 dated as of November 28, 2018, Amendment No. 4 dated as of November 26, 2019 and Amendment No. 5 dated as of June 7, 2021 (collectively, the “Existing Credit Agreement”); and

WHEREAS, the Borrower has requested that the Banks, the Administrative Agent, the Syndication Agent and the Co-Documentation Agents agree, on the terms and conditions set forth herein, to amend and restate the Existing Credit Agreement. The Banks, Administrative Agent, Syndication Agent and Co-Documentation Agents have indicated their willingness to amend and restate the Existing Credit Agreement on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby amend and restate the Existing Credit Agreement in its entirety and the parties hereto hereby agree as follows:

ARTICLE 1 Definitions

Section 1.01. *Definitions.* The following terms, as used herein, have the following meanings:

“**1994 Indenture**” means the Indenture dated as of February 15, 1994 and as amended as of September 16, 1994 between the Borrower and U.S. Bank National Association, as trustee, as amended and supplemented from time to time, providing for the issuance in series of certain collateral trust bonds of the Borrower.

“**2007 Indenture**” means the Indenture dated as of October 25, 2007 between the Borrower and U.S. Bank National Association, as trustee, as amended and supplemented from time to time, providing for the issuance in series of certain collateral trust bonds of the Borrower.

“**Additional Commitment Bank**” has the meaning set forth in Section 2.22(d).

“**Adjusted Daily Simple SOFR**” means an interest rate per annum equal to (a) the Daily Simple SOFR, plus (b) .10%; provided that if the Adjusted Daily Simple SOFR as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

“**Adjusted Term SOFR Rate**” means, for any Interest Period, an interest rate per annum equal to (a) the Term SOFR Rate for such Interest Period, plus (b) .10%; provided that if the Adjusted Term SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

“**Administrative Agent**” means Mizuho Bank, Ltd., in its capacity as administrative agent for the Banks hereunder, and its successors in such capacity.

“**Administrative Questionnaire**” means, with respect to each Bank, the administrative questionnaire in the form submitted to such Bank by the Administrative Agent and submitted to the Administrative Agent (with a copy to the Borrower) duly completed by such Bank.

“**Affected Financial Institution**” means (i) any EEA Financial Institution or (ii) any UK Financial Institution.

“**Aggregate Commitment**” means the aggregate amount that is equal to the sum of the amounts of each of the Commitments.

“**Agreement**” means this Amended and Restated Revolving Credit Agreement, as the same may be amended from time to time.

“**Alternate Base Rate**” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1% and (c) the Adjusted Term SOFR Rate for a one month Interest Period as published two U.S. Government Securities Business Days prior to such day (or if such day is not a U.S. Government Securities Business Day, the immediately preceding U.S. Government Securities Business Day) plus 1%; provided that for the purpose of this definition, the Adjusted Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m. Chicago time on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology). Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted Term

SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.07 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.07), then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to the foregoing would be less than 1.00%, such rate shall be deemed to be 1.00% for purposes of this Agreement.

“**Amendment Effective Date**” means the date this Agreement becomes effective in accordance with Section 3.01.

“**Anniversary Date**” has the meaning set forth in Section 2.22(a).

“**Anti-Corruption Laws**” means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or its Subsidiaries from time to time concerning or relating to bribery, corruption or money laundering.

“**Applicable Law**” means, with respect to any Person, any and all laws, statutes, regulations, rules, orders, injunctions, decrees, judgments, writs determinations or awards having the force or effect of binding such Person at law and issued by any Governmental Authority, applicable to such Person, including all Environmental Laws.

“**Applicable Lending Office**” means, with respect to any Bank, in the case of its Base Rate Loans or Term Benchmark Rate Loans, its Domestic Lending Office.

“**ASC 815**” means Accounting Standards Codification No. 815 Derivatives and Hedging, as amended from time to time (or any successor provision thereto).

“**ASC 830**” means Accounting Standards Codification No. 830 Foreign Currency Matters, as amended from time to time (or any successor provision thereto).

“**Assignee**” has the meaning set forth in Section 9.06(c).

“**Auto-Extension Letter of Credit**” has the meaning specified in Section 2.20(a)(iii).

“**Available Tenor**” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or

otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date, and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to clause (g) of Section 2.07.

“**Back-Up Letter of Credit**” has the meaning set forth in Section 2.01(b).

“**Bail-In Action**” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“**Bail-In Legislation**” means, (i) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (ii) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“**Bank**” means at any time, any Bank that has a Commitment specified on the Commitment Schedule hereto or any Assignee thereof and any subsequent Assignee of such Assignee which becomes a Bank pursuant to Section 9.06(c).

“**Bank Extension Notice Date**” has the meaning set forth in Section 2.22(b).

“**Bank Parties**” mean the Banks and the Issuing Banks.

“**Bankruptcy Event**” means, with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, *provided* that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, *provided, further*, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

“**Base Rate Loan**” means a Committed Loan that bears interest at the Alternative Base Rate pursuant to the applicable Notice of Committed Borrowing or Notice of Interest Rate Election, Section 2.07, the last sentence of Section 2.08(a) or Article 8.

“**Base Rate Margin**” means a rate per annum determined in accordance with the Pricing Schedule.

“**Benchmark**” means, initially, the Adjusted Term SOFR Rate; *provided* that if a Benchmark Transition Event, and the related Benchmark Replacement Date have occurred with respect to the Adjusted Term SOFR Rate, or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (d) of Section 2.07.

“**Benchmark Replacement**” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

- (1) the Adjusted Daily Simple SOFR; and
- (2) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated syndicated credit facilities at such time in the United States and (b) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Credit Documentation.

“**Benchmark Replacement Adjustment**” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark

Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities at such time.

“Benchmark Replacement Conforming Changes” means, with respect to either the use or administration of the Term SOFR Rate or the use, administration, adoption or implementation of any Benchmark Replacement and/or any Term Benchmark Revolving Loan, any technical, administrative or operational changes (including changes to the definition of “Alternate Base Rate,” the definition of “Domestic Business Day,” the definition of “U.S. Government Securities Business Day,” the definition of “Interest Period,” or any similar or analogous definition (or the addition of a concept of “interest period”), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, the formula for calculating any successor rates identified pursuant to the definition of “Benchmark Replacement”, the formula, methodology or convention for applying the successor floor to the successor Benchmark Replacement and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such Benchmark rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such Benchmark rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Credit Documentation).

“Benchmark Replacement Date” means, with respect to any Benchmark, the earlier to occur of the following events with respect to such then-current Benchmark:

- (1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or
- (2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published

component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“**Benchmark Transition Event**” means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

- (1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);
- (2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any

Available Tenor of such Benchmark (or such component thereof); or

- (3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“**Benchmark Unavailability Period**” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under the other Credit Documentation in accordance with Section 2.07 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under the other Credit Documentation in accordance with Section 2.07.

“**Beneficial Ownership Certification**” means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation.

“**Beneficial Ownership Regulation**” means 31 C.F.R. § 1010.230.

“**Bonds**” means any bonds issued pursuant to any of the Indentures, as the context may require.

“**Borrower**” means the National Rural Utilities Cooperative Finance Corporation, a not-for-profit cooperative association incorporated under the laws of the District of Columbia, and its successors.

“**Borrowing**” has the meaning set forth in Section 1.03.

“**Cash Collateral Account**” means a deposit account or a non-interest bearing securities account (as contemplated by Section 2.20(e)) opened, or to be opened, by the Administrative Agent and in which a Lien has been granted to the Administrative Agent for the benefit of each Bank and each Issuing Bank pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent and each Issuing Bank (which documents are hereby consented to by the Banks) to the extent that any Letter of Credit is required to be Cash Collateralized in accordance with this Agreement.

“**Cash Collateralize**” means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of each Issuing Bank and each Bank, as collateral for the L/C Obligations, cash or deposit account balances, or if the Administrative Agent and each applicable Issuing Bank shall agree in its sole discretion, other credit support, in each case pursuant to documentation and in form and substance satisfactory to the Administrative Agent and each applicable Issuing Bank.

“**Central Banking Authority**” means any central bank, reserve bank or monetary authority that is principally engaged in the regulation of the currency, money supply or commercial banking system of any given sovereign state or states.

“**Change in Law**” means (a) the adoption of any law, rule, regulation or treaty after the Effective Date, (b) any change in any law, rule, regulation or treaty or in the interpretation or application thereof by any Governmental Authority after the Effective Date or (c) compliance by any Bank Party (or, for purposes of Section 8.03(b), by its Applicable Lending Office or by such Bank Party’s holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the Effective Date; *provided however*, that notwithstanding anything therein to the contrary, (i) any requirements imposed under the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, regulations, guidelines or directives thereunder or enacted, adopted or issued in connection therewith and (ii) any requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority) or the United States financial regulatory authorities, in each case pursuant to Basel III, shall be deemed to be a “Change in Law”, regardless of the date adopted, issued, promulgated or implemented, but only if any such requirements are generally applicable to (and for which reimbursement is generally being sought by the Banks in respect of) credit transactions similar to this transaction from borrowers similarly situated to the Borrower.

“**CME Term SOFR Administrator**” means CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Co-Documentation Agents**” means PNC Bank, National Association, The Bank of Nova Scotia and Royal Bank of Canada, each in their respective capacity as documentation agent hereunder, and their respective successors in such capacity.

“**Co-Lead Arrangers**” means Mizuho Bank, Ltd., JPMorgan Chase Bank, N.A., PNC Capital Markets LLC, The Bank of Nova Scotia, and RBC Capital Markets,¹ each in their capacity as co-lead arranger and joint bookrunner.

“**Commitment**” means (i) with respect to any Bank, the amount, if any, set forth opposite the name of such Bank on the Commitment Schedule and (ii) with respect to any Bank that is an Assignee pursuant to Section 9.06(c), the amount of the transferor Bank’s commitment specified on the Commitment Schedule that is assigned to such Bank, and further, any subsequent assignment made by an Assignee to another Assignee of such amounts pursuant to Section 9.06(c), in each case as such amount may from time to time be increased or decreased from time to time in accordance with the terms and conditions of this Agreement.

“**Commitment Schedule**” means the commitment schedule attached hereto under the heading, Commitment Schedule.

“**Commitment Termination Date**” means November 28, 2025 or, if such day is not a Domestic Business Day, the immediately preceding Domestic Business Day.

“**Committed Borrowing**” means a Borrowing under Section 2.01(a).

“**Committed Loan**” means a Revolving Loan; *provided* that, if any such loan or loans (or portions thereof) are combined or subdivided pursuant to a Notice of Interest Rate Election, the term “Committed Loan” shall refer to the combined principal amount resulting from such combination or to each of the separate principal amounts resulting from such subdivision, as the case may be.

“**Competitive Bid**” means an offer by a Bank to make a Competitive Loan in accordance with Section 2.03.

“**Competitive Bid Rate**” means, with respect to any Competitive Bid, the Margin or the Fixed Rate, as applicable, offered by the Bank making such Competitive Bid.

“**Competitive Bid Request**” means a request by the Borrower for Competitive Bids in accordance with Section 2.03.

“**Competitive Loan**” means a Loan made pursuant to Section 2.03.

“**Confidential Information**” has the meaning set forth in Section 9.12.

“**Consolidated Entity**” means at any date any Subsidiary, and any other entity the accounts of which would be combined or consolidated with those of the

¹RBC Capital Markets is a brand name for the capital markets businesses of Royal Bank of Canada and its affiliates.

Borrower in its combined or consolidated financial statements if such statements were prepared as of such date.

“**Corresponding Tenor**” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“**Credit Documentation**” has the meaning set forth in Section 9.15.

“**Credit Exposure**” means with respect to any Bank at any time, such Bank’s Pro Rata Share of each of (i) the aggregate principal amount of the Loans outstanding at such time and (ii) the Outstanding Amount of all L/C Obligations at such time (for the avoidance of doubt, the aggregate amount of such Bank’s participation in L/C Obligations are deemed to be “held” by such Bank for purposes of this definition).

“**Daily Simple SOFR**” means, for any day (a “**SOFR Rate Day**”), a rate per annum equal to SOFR for the day (such day “**SOFR Determination Date**”) that is five (5) U.S. Government Securities Business Day prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

“**Default**” means any occurrence or event which constitutes an Event of Default or which with the giving of notice or lapse of time or both (as specified in Section 6.01) would, unless cured or waived, become an Event of Default.

“**Defaulting Bank**” means any Bank that (a) has failed, within two Domestic Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or (iii) pay over to the Administrative Agent or any Bank Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Bank notifies the Administrative Agent and the Borrower, in writing that such failure is the result of such Bank’s good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower, the Administrative Agent or any Bank Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Bank’s good faith determination that a condition precedent (specifically identified and including the particular default, if any) to

funding a loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Domestic Business Days after request by the Administrative Agent (the Administrative Agent hereby agreeing to make any such written request upon a request from the Borrower) or any Bank Party, acting in good faith, to provide a certification in writing from an authorized officer of such Bank (with a copy of such certification to be provided to the Borrower) that it will comply with its obligations to fund prospective Loans and participations in then outstanding Letters of Credit under this Agreement, *provided* that such Bank shall cease to be a Defaulting Bank pursuant to this clause (c) upon such Bank Party's receipt of such certification in form and substance satisfactory to it and the Administrative Agent, or (d) has, or has a Parent, that has become the subject of (i) a Bankruptcy Event or (ii) a Bail-In Action.

“Derivative Cash Settlements” means, for any period, the line item “derivative cash settlements” as it appears on the statement of operations of the Borrower and its Consolidated Entities (or any notes thereto) for such period delivered to the Banks pursuant to Section 5.03(b), calculated in accordance with U.S. GAAP as in effect from time to time.

“Derivatives Obligations” of any Person means all obligations of such Person in respect of any rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of the foregoing transactions) or any combination of the foregoing transactions.

“Determination Date” has the meaning set forth in Section 5.09.

“Dollars” or **“\$”** refers to lawful money of the United States of America.

“Domestic Business Day” means any day except a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close.

“Domestic Lending Office” means, as to each Bank Party, its office located at its address set forth in its Administrative Questionnaire (or identified in its Administrative Questionnaire as its Domestic Lending Office) or such other office as such Bank Party may hereafter designate as its Domestic Lending Office by notice to the Borrower and the Administrative Agent.

“EEA Financial Institution” means (a) any institution established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any

institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any member state of the European Union, Iceland, Liechtenstein and Norway.

“EEA Resolution Authority” means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“Effective Date” means November 19, 2015.

“Environmental Laws” means any and all federal, state, local and foreign statutes, laws, judicial decisions, regulations, ordinances, rules, judgments, orders, decrees, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and governmental restrictions relating to the environment, the effect of the environment on human health or to emissions, discharges or releases of pollutants, contaminants, Hazardous Substances or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, Hazardous Substances or wastes or the clean-up or other remediation thereof.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, or any successor statute.

“ERISA Group” means the Borrower, any Subsidiary and all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with the Borrower or any Subsidiary, are treated as a single employer under Section 414(b) or (c) of the Code or, for purposes of Section 412 of the Code, under Section 414(b), (c), (m) or (o) of the Code.

“Erroneous Payment” has the meaning assigned to it in Section 7.11(a).

“Erroneous Payment Subrogation Rights” has the meaning assigned to it in Section 7.11(c).

“EU Bail-In Legislation Schedule” means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

“Euro-Dollar Loan” has the meaning set forth in the Existing Credit Agreement.

“Event of Default” has the meaning set forth in Section 6.01.

“Excluded Taxes” means, with respect to any payment made by the Borrower under this Agreement or the Notes, any of the following Taxes imposed on or with respect to a Recipient: (a) income Taxes imposed on (or measured by) net income and franchise Taxes by the United States of America, or by the jurisdiction under the laws of which such Recipient is organized or in which its principal office is located or, in the case of any Bank Party, in which its applicable lending office is located or are Other Connection Taxes, (b) any branch profits Taxes imposed by the United States of America or any similar Taxes imposed by any other jurisdiction in which the Borrower is located or are Other Connection Taxes, (c) in the case of a Non U.S. Bank Party (other than an assignee pursuant to a request by the Borrower under Section 2.19(b)), any U.S. Federal withholding Taxes resulting from any law in effect on the date such Non U.S. Bank Party becomes a party to this Agreement (or designates a new lending office) or is attributable to such Non U.S. Bank Party’s failure to comply with Section 2.16(f), except to the extent that such Non U.S. Bank Party (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to such withholding Taxes pursuant to Section 2.16(a) and (d) any U.S. Federal withholding Taxes imposed under FATCA.

“Existing Commitment Termination Date” has the meaning set forth in Section 2.22(a).

“Existing Credit Agreement” has the meaning set forth in first WHEREAS clause above.

“Existing Letters of Credit” means the letters of credit issued and outstanding under the Existing Credit Agreement as of the Amendment Effective Date and set forth in the Existing Letters of Credit Schedule hereto.

“Extension Date” has the meaning set forth in Section 2.22(d).

“Facility Fee Rate” means a rate per annum determined in accordance with the Pricing Schedule.

“Farmer Mac” means the Federal Agricultural Mortgage Corporation, a corporation organized and existing under the laws of the United States of America and a federally-chartered instrumentality of the United States of America and an institution of the Farm Credit System.

“Farmer Mac Master Note Purchase Agreement” means that certain Amended and Restated Master Note Purchase Agreement, dated as of March 24, 2011, as amended by the First Supplemental Note Purchase Agreement dated as of March 24, 2011, the Amended and Restated First Supplemental Note Purchase Agreement dated as of January 8, 2015, the Second Amended and Restated First Supplemental Note Purchase Agreement dated as of February 26, 2018, the Third Amended and Restated First Supplemental Note Purchase Agreement dated as of

May 20, 2021, and the Fourth Amended and Restated First Supplemented Note Purchase Agreement dated as of June 15, 2022, among Farmer Mac Mortgage Securities Corporation, a wholly owned subsidiary of Farmer Mac, Farmer Mac and the Borrower.

“**Farmer Mac Master Note Purchase Agreement Liens**” means Liens on any assets of the Borrower required to be pledged as collateral to support obligations of the Borrower with respect to any notes issued pursuant to the Farmer Mac Master Note Purchase Agreement.

“**Farmer Mac Master Note Purchase Agreement Limit**” shall be the lesser of (i) the aggregate purchase amount of notes available for purchase at any such time, without regards to whether any such notes have been purchased, pursuant to one or more supplemental note purchase agreements to the Farmer Mac Master Note Purchase Agreement in effect at such time or (ii) \$1,000,000,000.

“**Farmer Mac Master Note Purchase Agreement Obligations**” means notes issued pursuant to the Farmer Mac Master Note Purchase Agreement.

“**FATCA**” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b) of the Code, and any applicable intergovernmental agreements and related legislation and official administrative rules or practices with respect thereto.

“**Federal Funds Effective Rate**” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as shall be set forth on the NYFRB’s Website from time to time, and published on the next succeeding Domestic Business Day by the NYFRB as the effective federal funds rate; provided that if the Federal Funds Effective Rate as so determined would be less than 0%, such rate shall be deemed to be 0% for the purposes of this Agreement.

“**Federal Reserve Board**” means the Board of Governors of the Federal Reserve System of the United States of America.

“**Fee Letters**” means those certain Fee Letters dated September 14, 2022 among the Borrower, the Administrative Agent, the Syndication Agent and the Co-Lead Arrangers.

“**Fitch**” means Fitch Ratings, Inc., and its successors

“**Fixed Rate**” means, with respect to any Competitive Loan (other than a Term SOFR Competitive Loan), the fixed rate of interest per annum specified by the Lender making such Competitive Loan in its related Competitive Bid.

“**Fixed Rate Loan**” means a Competitive Loan bearing interest at a Fixed Rate.

“**Fixed Rate Borrowing**” means a Alternate Base Rate Loan.

“**Fixed Rate Loans**” means Term Benchmark Loans.

“**Floor**” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Adjusted Term SOFR Rate or the Adjusted Daily Simple SOFR, as applicable. For the avoidance of doubt the initial Floor for each of Adjusted Term SOFR Rate or the Adjusted Daily Simple SOFR shall be 0%.

“**Foreclosed Asset**” has the meaning set forth in Section 5.12.

“**Fronting Fee**” has the meaning specified in Section 2.09(d).

“**Governmental Authority**” means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“**Group of Loans**” means, at any time, a group of Loans consisting of (i) all Committed Loans which are Base Rate Loans at such time or (ii) all Term Benchmark Loans having the same Interest Period at such time; *provided* that if a Committed Loan of any particular Bank is converted to or made as a Base Rate Loan pursuant to Article 8, such Loan shall be included in the same Group or Groups of Loans from time to time as it would have been in if it had not been so converted or made.

“**Guarantee**” by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Indebtedness or lease payments of any other Person or otherwise in any manner assuring the holder of any Indebtedness of, or the obligee under any lease of, any other Person through an agreement, contingent or otherwise, to purchase Indebtedness or the property subject to such lease, or to purchase goods, supplies or services primarily for the purpose of enabling the debtor or obligor to make payment of the Indebtedness or under such lease or of assuring such Person against loss, or to supply funds to or in any other manner invest in the debtor or obligor, or otherwise; *provided* that the term “**Guarantee**” shall not include endorsements for collection or deposit in the ordinary course of business. The term “**Guarantee**” when used as a verb has a correlative meaning.

“**Guaranteed Portion**” has the meaning set forth in the definition of RUS Guaranteed Loan.

“**Hazardous Substances**” means any toxic, radioactive, caustic or otherwise hazardous substance, including petroleum, its derivatives, by-products and other hydrocarbons, or any substance having any constituent elements displaying any of the foregoing characteristics.

“**Honor Date**” has the meaning specified in Section 2.20(b)(i).

“**Increased Amount Date**” has the meaning set forth in Section 2.17(b).

“**Incremental Bank**” has the meaning set forth in Section 2.17(b).

“**Incremental Commitments**” has the meaning set forth in Section 2.17(b).

“**Indebtedness**” with respect to any Person means:

(1) all indebtedness which would appear as indebtedness on a balance sheet of such Person prepared in accordance with U.S. GAAP (i) for money borrowed, (ii) which is evidenced by securities sold for money or (iii) which constitutes purchase money indebtedness;

(2) all indebtedness of others Guaranteed by such Person;

(3) all indebtedness secured by any Lien upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such indebtedness; and

(4) all indebtedness of such Person created or arising under any conditional sale or other title retention agreement (including any lease in the nature of a title retention agreement) with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession of such property), but only if such property is included as an asset on the balance sheet of such Person;

provided that, in computing the “**Indebtedness**” of such Person, there shall be excluded any particular indebtedness if, upon or prior to the maturity thereof, there shall have been deposited with the proper depository in trust money (or evidences of such indebtedness) in the amount necessary to pay, redeem or satisfy such indebtedness, and thereafter such money and evidences of indebtedness so deposited shall not be included in any computation of the assets of such Person; and *provided further* that no provision of this definition shall be construed to include as “**Indebtedness**” of the Borrower or its Consolidated Entities any indebtedness by virtue of any agreement by the Borrower or its Consolidated Entities to advance or supply funds to Members.

“**Indemnified Taxes**” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by the Borrower under this

Agreement or the Notes and (b) to the extent not described in clause (a), Other Taxes.

“**Indenture**” means either the 1994 Indenture, the 2007 Indenture or any other Indenture that provides for borrowing on terms not materially more disadvantageous to the Borrower’s unsecured creditors than the borrowings under the 1994 Indenture or the 2007 Indenture, and “**Indentures**” means all such Indentures.

“**Initial Issuing Bank**” means Mizuho Bank, Ltd., in its capacity as an initial issuing bank for the letters of credit issued or to be issued pursuant to this Agreement, and its successors in such capacity as provided in Section 2.20(b).

“**Initial Issuing Bank Sublimit**” means \$25,000,000 with respect to Mizuho Bank, Ltd.. The Initial Issuing Bank Sublimit is part of, and not in addition to, the Commitment of the Initial Issuing Bank.

“**Interest Expense**” means, for any period, the line item “interest expense” as it appears on the statement of operations of the Borrower and its Consolidated Entities for such period delivered to the Banks pursuant to Section 5.03(b), calculated in accordance with U.S. GAAP as in effect from time to time.

“**Interest Period**” means: (1) with respect to each Term Benchmark Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter (in each case, subject to the availability for the Benchmark applicable to the relevant Loan or Commitment), as the Borrower may elect in the applicable Notice of Borrowing; *provided* that:

(a) any Interest Period which would otherwise end on a day which is not a Domestic Business Day shall be extended to the next succeeding Domestic Business Day unless such Domestic Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Domestic Business Day;

(b) any Interest Period which begins on the last Domestic Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall, subject to clause (d) below, end on the last Domestic Business Day of the last calendar month of such Interest Period;

(c) no tenor that has been removed from this definition pursuant to Section 2.07(g) shall be available for specification in such Notice of Borrowing or Notice of Interest Rate Election; and

(d) any Interest Period of any Term Benchmark Loan included in such Borrowing which would otherwise end after the Maturity Date shall, with respect to such Term Benchmark Loan, end on such Maturity Date;

(2) with respect to each Base Rate Borrowing, the period commencing on the date of such Borrowing and ending 30 days thereafter; *provided* that:

(a) any Interest Period which would otherwise end on a day which is not a Domestic Business Day shall be extended to the next succeeding Domestic Business Day; and

(b) any Interest Period of any Base Rate Loan included in such Borrowing which would otherwise end after the Maturity Date shall, with respect to such Base Rate Loan, end on such Maturity Date.

(3) with respect to any Fixed Rate Borrowing, the period (which shall not be less than 7 days or more than 360 days) commencing on the date of such Borrowing and ending on the date specified in the applicable Competitive Bid Request;

“**Investments**” has the meaning set forth in Section 5.12.

“**IRS**” means the United States Internal Revenue Service.

“**ISDA Definitions**” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

“**ISP**” means, with respect to any Letter of Credit, the “International Standby Practices 1998” published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance of such Letter of Credit).

“**Issuer Documents**” means, with respect to any Letter of Credit, the Letter of Credit Application and any other document, agreement and instrument entered into by any Issuing Bank and the Borrower (or any Consolidated Entity of the Borrower) or in favor of any Issuing Bank and relating to any such Letter of Credit.

“**Issuing Bank**” means the Initial Issuing Bank and any Bank appointed by the Borrower (with the consent of the Administrative Agent) as such and each Person that shall become an Issuing Bank hereunder pursuant to Section 2.20(l) or Section 9.06(f). Each Issuing Bank may, with the consent of the Borrower (such consent not to be unreasonably withheld), arrange for one or more Letters of Credit to be issued by affiliates of such Issuing Bank, in which case the term “Issuing Bank” shall include any such affiliate with respect to Letters of Credit issued by such affiliate.

“**Joint Venture**” means any corporation, partnership, association, joint venture or other entity in which the Borrower, directly or indirectly through Subsidiaries or Joint Ventures, has an equity interest at the time of 10% or more but which is not a Subsidiary; *provided* that no Person whose only assets are RUS Guaranteed Loans and investments incidental thereto shall be deemed a Joint Venture; *provided further* that any investment by the Borrower, directly or indirectly through Subsidiaries or Joint Ventures, in (or any of their other interests in) any equity securities of Farmer Mac shall not be deemed a Joint Venture.

“**L/C Advance**” means, with respect to each Bank, such Bank’s funding of its participation in any L/C Borrowing in accordance with its Pro Rata Share.

“**L/C Borrowing**” means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced as a Borrowing.

“**L/C Credit Extension**” means, with respect to any Letter of Credit, the issuance thereof, the extension of the expiry date thereof or the increase of the amount thereof.

“**L/C Obligations**” means, as at any date of determination, the aggregate undrawn amount of all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all L/C Borrowings. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“**Letter of Credit Application**” means an application and agreement for the issuance or amendment of a Letter of Credit to be issued hereunder by any Issuing Bank in the form from time to time in use by such Issuing Bank.

“**Letter of Credit Expiration Date**” means the day that is five Domestic Business Days prior to the Commitment Termination Date.

“**Letter of Credit Fee**” has the meaning specified in Section 2.09(c).

“**Letter of Credit Sublimit**” means \$150,000,000. The Letter of Credit Sublimit is part of, and not in addition to, the aggregate Commitments.

“**Letters of Credit**” means letters of credit issued by any Issuing Bank pursuant to Section 2.01(b) and any Existing Letters of Credit.

“**Lien**” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset. For the purposes of this Agreement, the Borrower or any Subsidiary shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the

interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset.

“**Lien Exception Amount**” means \$18,000,000,000.

“**Loan**” means a Base Rate Loan, a Term Benchmark Loan or a Competitive Loan, made by any Bank, as applicable and “**Loans**” means Base Rate Loans, Term Benchmark Loans or Competitive Loans or any combination of the foregoing in each case made hereunder by a Bank. As of the Amendment Effective Date, all Euro-Dollar Loans have been converted to Term Benchmark Loans.

“**Margin**” means, with respect to any Term SOFR Competitive Loan, the marginal rate of interest, if any, to be added to or subtracted from the Adjusted Term SOFR to determine the rate of interest applicable to such Loan, as specified by the Bank making such Loan in its related Competitive Bid.

“**Maturity Date**” means with respect to any Loan, the Commitment Termination Date.

“**Member**” means any Person which is a member or a patron of the Borrower.

“**Members’ Subordinated Certificate**” means a note of the Borrower or its Consolidated Entities substantially in the form of the membership subordinated subscription certificates and the loan and guarantee subordinated certificates outstanding on the date of the execution and delivery of this Agreement and any other Indebtedness of the Borrower or its Consolidated Entities having substantially similar provisions as to subordination as those contained in said outstanding membership subordinated subscription certificates and loan and guarantee subordinated certificates.

“**Moody’s**” means Moody’s Investors Service, Inc., and its successors.

“**Multiple Employer Plan**” means a single employer plan, as defined in Section 4001 of ERISA and subject to Title IV of ERISA, which has two or more contributing sponsors, one of whom is the Borrower or a Subsidiary of the Borrower or any member of the ERISA Group, at least two of whom are not under common control, within the meaning of Section 4063 of ERISA.

“**Net Income**” means, for any period, the line item “net income” on the consolidated statement of operations of the Borrower and its Consolidated Entities, as it appears in the financial statements for such period delivered to the Banks pursuant to Section 5.03(b), and each calculated in accordance with U.S. GAAP as in effect from time to time; *provided* that non-cash adjustments (whether positive or negative) required to be made pursuant to ASC 815 and ASC 830 on each such line item shall be excluded from the calculation thereof to the extent otherwise included therein.

“**Non-Extending Bank**” has the meaning set forth in Section 2.22(b).

“**Non-Extension Notice Date**” has the meaning specified in Section 2.20(a)(iii).

“**Non-U.S. Bank Party**” means a Bank Party that is not a U.S. Person.

“**Notes**” means, to the extent requested by Bank, promissory notes of the Borrower, substantially in the form of Exhibit A hereto, evidencing the obligation of the Borrower to repay the Loans, and “**Note**” means any one of such promissory notes issued hereunder.

“**Notice of Borrowing**” means a Notice of Committed Borrowing.

“**Notice of Committed Borrowing**” has the meaning set forth in Section 2.02.

“**Notice of Interest Rate Election**” has the meaning set forth in Section 2.08(a).

“**NYFRB**” means the Federal Reserve Bank of New York.

“**NYFRB’s Website**” means the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

“**NYFRB Rate**” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Domestic Business Day, for the immediately preceding Domestic Business Day); provided that if none of such rates are published for any day that is a Domestic Business Day, the term “**NYFRB Rate**” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined be less than 0%, such rate shall be deemed to be 0% for purposes of this Agreement.

“**Obligations**” means all advances to, and debts, liabilities, obligations, covenants and duties of, the Borrower arising under this Agreement or otherwise with respect to any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against the Borrower or any affiliate thereof of any proceeding under any debtor relief laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed or allowable claims in such proceeding. Without limiting the foregoing, the Obligations include (a) the obligation to pay principal, interest, Letter of Credit commissions, charges, expenses, fees, indemnities and other amounts payable by the Borrower under this Agreement and (b) the obligation of the Borrower to reimburse any

amount in respect of any of the foregoing that the Administrative Agent or any Bank, in each case in its sole discretion, may elect to pay or advance on behalf of the Borrower.

“**Other Connection Taxes**” means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Taxes (other than a connection arising from such Recipient having executed, delivered, enforced, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, or engaged in any other transaction pursuant to, or enforced, this Agreement or the Notes, or sold or assigned an interest in this Agreement or the Notes).

“**Other Taxes**” means any present or future stamp, court, documentary, intangible, recording, filing or similar excise or property Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, or from the registration, receipt or perfection of a security interest under, or otherwise with respect to, this Agreement or the Notes, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment under Section 2.18).

“**Outstanding Amount**” means with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any relevant L/C Credit Extension occurring on such date and any other changes in the aggregate amount of such L/C Obligations as of such date, including as a result of any reimbursements of outstanding unpaid drawings under any relevant Letters of Credit or any reductions in the maximum amount available for drawing under any relevant Letters of Credit taking effect on such date.

“**Overnight Bank Funding Rate**” means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in dollars by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the NYFRB’s Website from time to time, and published on the next succeeding Domestic Business Day by the NYFRB as an overnight bank funding rate.

“**Parent**” means, with respect to any Bank, any Person as to which such Bank is, directly or indirectly, a subsidiary.

“**Participant**” has the meaning set forth in Section 9.06(b).

“**Participant Register**” has the meaning set forth in Section 9.06(b).

“**Patronage Capital Certificates**” means those certificates that evidence the portion of Net Income allocated by the Borrower among its Members in accordance with applicable cooperative principles.

“**Payment Recipient**” has the meaning assigned to it in Section 7.11(a).

“**PBGC**” means the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under ERISA.

“**Performance Letter of Credit**” means any Existing Letter of Credit issued under the Existing Credit Agreement or any Letter of Credit issued under this Agreement, in each case, in order to guarantee performance under a contract.

“**Person**” means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“**Plan**” means any multiemployer plan or single employer plan (including any Multiple Employer Plan), as defined in Section 4001 and subject to Title IV of ERISA, which is maintained or contributed to by, or at any time during the five calendar years preceding the date of this Agreement was maintained or contributed to by, the Borrower or a Subsidiary of the Borrower or any member of the ERISA Group.

“**Pricing Schedule**” means the Pricing Schedule attached hereto.

“**Prime Rate**” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“**Pro Rata Share**” means, with respect to each Bank at any time, a fraction (expressed as a percentage, carried out to the ninth decimal place), the numerator of which is the amount of the Commitment of such Bank and the denominator of which is the total amount of the Commitments, subject to adjustment as provided in Section 2.19(a)(iv); *provided* that if the commitment of each Bank to make Revolving Loans and the obligation of each Issuing Bank to make L/C Credit Extensions have been terminated pursuant to Sections 2.10 or 6.01, then the Pro Rata Share of each Bank shall be determined based on the Pro Rata Share of such Bank immediately prior to such termination and after giving effect to any subsequent assignments made pursuant to the terms hereof.

“**Qualified Subordinated Indebtedness**” means (i) the Borrower’s 4.75% Subordinated Deferrable Interest Notes due 2043, (ii) the Borrower’s 5.25% Subordinated Deferrable Interest Notes due 2046, (iii) the Borrower’s 5.50% Subordinated Deferrable Interest Notes due 2064 and (iv) any other subordinated as those contained in the instruments and documents relating to the foregoing

Indebtedness or that would be junior to any of the foregoing; provided that such Indebtedness (a) will not mature prior to the Maturity Date and (b) does not require payments of principal prior to the Commitment Termination Date; except pursuant to acceleration or at the option of the Borrower.

“**Recipient**” means, as applicable, (a) the Administrative Agent, (b) any Bank and (c) the Issuing Bank.

“**REDLG Program Liens**” means Liens on any asset of the Borrower required to be pledged as collateral to support obligations of the Borrower with respect to any government Guarantee provided pursuant to regulations issued under the Rural Electrification Act of 1936, 7 U.S.C. 901 et. seq., and the Food, Conservation and Energy Act of 2008, Pub. L. 110-234 Stat. 923 (“**REDLG Obligations**”) so long as such Guarantee supports long-term Indebtedness issued by the Borrower and permitted by Section 5.09.

“**REDLG Obligations**” has the meaning set forth in the definition of REDLG Program Liens.

“**Reference Time**” with respect to any setting of the then-current Benchmark means (1) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two U.S. Government Securities Business Days preceding the date of such setting, (2) if the RFR for such Benchmark is Daily Simple SOFR, then four Business Days prior to such setting or (3) if such Benchmark is none of the Term SOFR Rate or Daily Simple SOFR, the time determined by the Administrative Agent in its reasonable discretion.

“**Regulation U**” means Regulation U of the Board of Governors of the Federal Reserve System, as in effect from time to time.

“**Regulation X**” means Regulation X of the Board of Governors of the Federal Reserve System, as in effect from time to time.

“**Relevant Governmental Body**” means, the Federal Reserve Board and/or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB or, in each case, any successor thereto.

“**Relevant Rate**” means with respect to any Term Benchmark Borrowing, the Adjusted Term SOFR Rate.

“**Reportable Event**” means an event described in Section 4043(c) of ERISA or regulations promulgated by the Department of Labor thereunder (with respect to which the 30 day notice requirement has not been waived by the PBGC).

“**Required Banks**” means, subject to Section 2.19, at any time Banks having at least 51% of the sum of (i) the aggregate amount of the unused

Commitments, (ii) the aggregate principal outstanding amount of the Loans (including Competitive Loans) and (iii) the Outstanding Amount of all L/C Obligations (with the aggregate amount of each Bank's participation in L/C Obligations deemed "held" by such Bank for purposes of this definition).

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means (i) with respect to the Borrower, the Chief Financial Officer, the Chief Executive Officer, an Assistant Secretary-Treasurer, the Controller, the Vice President, Capital Markets Relations or, in each case, an authorized signatory of such Person and (ii) with respect to any other Person, the president, any vice-president, the chief financial officer, any assistant-treasurer or, in each case, an authorized signatory of such Person.

"Revolving Credit Period" means the period from and including the Effective Date to but excluding the Commitment Termination Date.

"Revolving Loan" means a loan made by a Bank pursuant to Section 2.01(a).

"RUS" means the Rural Utilities Service of the Department of Agriculture of the United States of America (as successor to the Rural Electrification Administration of the Department of Agriculture of the United States of America) or any other regulatory body which succeeds to its functions.

"RUS Guaranteed Loan" means any loan made by any Person, which loan is guaranteed, in whole or in part, as to principal and interest by the United States of America through the RUS pursuant to a guarantee, which guarantee contains provisions no less favorable to the holder thereof than the provisions set forth in the form of Exhibit B-1 or Exhibit B-2 hereto; and **"Guaranteed Portion"** of any RUS Guaranteed Loan means that portion of principal of, and interest on, such RUS Guaranteed Loan which is guaranteed by the United States of America through the RUS.

"S&P" means S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, or any successor thereto.

"Sanctioned Country" means, at any time, a country or territory which is the subject or target of any Sanctions.

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State or any other U.S. Governmental Authority, as may be amended, supplemented or substituted from time to time, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

“**Sanctions**” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State.

“**Securities and Exchange Commission**” means the Securities and Exchange Commission or any other U.S. federal governmental authority succeeding to any or all of the functions of the Securities and Exchange Commission.

“**SOFR**” means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

“**SOFR Administrator**” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“**SOFR Administrator’s Website**” means the NYFRB’s website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“**SOFR Determination Date**” has the meaning specified in the definition of “Daily Simple SOFR”.

“**SOFR Rate Day**” has the meaning specified in the definition of “Daily Simple SOFR”.

“**Special Purpose Subsidiary**” has the meaning set forth in Section 5.12.

“**Specified Date**” has the meaning set forth in Section 2.22(c).

“**Standby Letter of Credit**” means any Letter of Credit issued under this Agreement, other than (i) a Trade Letter of Credit, (ii) a Performance Letter of Credit or (iii) a Backup Letter of Credit in support of either a performance letter of credit or a trade letter of credit issued by the Borrower.

“**Start-up Investments**” has the meaning set forth in Section 5.12.

“**Subsidiary**” of any Person means (i) any corporation more than 50% of whose stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by such Person directly or indirectly through its Subsidiaries, and (ii) any other Person in which such Person directly or indirectly through Subsidiaries has more than a 50% voting and equity interest; *provided* that no Person whose only assets are RUS Guaranteed Loans and investments incidental thereto shall be deemed a Subsidiary.

“**Superior Indebtedness**” means all Indebtedness of the Borrower and its Consolidated Entities (other than Members’ Subordinated Certificates and Qualified Subordinated Indebtedness), but excluding (i) Indebtedness of the Borrower or any of its Consolidated Entities to the extent that the proceeds of such Indebtedness are used to fund Guaranteed Portions of RUS Guaranteed Loans and (ii) any indebtedness of any Member Guaranteed by the Borrower or any of its Consolidated Entities (“**Guaranteed Indebtedness**”), to the extent that either (x) the long-term unsecured debt of such Member is rated at least BBB+ by S&P, Baal by Moody’s or BBB+ by Fitch, (y) the long-term secured debt of such Member is rated at least A- by S&P, A3 by Moody’s or A- by Fitch or (z) the payment of principal and interest by the Borrower or any of its Consolidated Entities in respect of such Guaranteed Indebtedness is covered by insurance or reinsurance provided by an insurer having an insurance financial strength rating of AAA by S&P, a financial strength rating of Aaa by Moody’s or a financial strength rating of AAA by Fitch.

“**Syndication Agent**” means JPMorgan Chase Bank, N.A., in its capacity as Syndication Agent hereunder, and its successors in such capacity.

“**Taxes**” means any present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“**Term Benchmark**” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted Term SOFR Rate.

“**Term Benchmark Loan**” means a Committed Loan or Competitive Loan that bears interest at the Adjusted Term SOFR Rate pursuant to the applicable Notice of Committed Borrowing or Notice of Interest Rate Election, *provided, however*, that this definition does not include any Loan bearing interest pursuant to clause (c) of the definition of “Alternate Base Rate”.

“**Term Benchmark Margin**” means a rate per annum determined in accordance with the Pricing Schedule.

“**Term SOFR Competitive Loan**” means a Competitive Loan that bears interest at the Term SOFR Rate.

“**Term SOFR Determination Day**” has the meaning assigned to it under the definition of Term SOFR Reference Rate.

“**Term SOFR Rate**” means, with respect to any Term Benchmark Borrowing and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two U.S. Government Securities Business Days prior to the commencement of such tenor

comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

“**Term SOFR Reference Rate**” means, for any day and time (such day, the “**Term SOFR Determination Day**”), with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the “Term SOFR Reference Rate” for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

“**TIER**” means, for any period, the ratio of (x) Net Income *plus* Interest Expense *plus* Derivative Cash Settlements to (y) Interest Expense *plus* Derivative Cash Settlements, in each case for such period.

“**Trade Letter of Credit**” means any Existing Letter of Credit issued under the Existing Credit Agreement or any Letter of Credit issued under this Agreement, in each case, for the benefit of a supplier of goods or services to effect payment for such goods or services, the conditions to drawing under which include the presentation to an Issuing Bank.

“**Type**” refers to whether a Loan is a Base Rate Loan or a Term Benchmark Loan or, in the case of a Competitive Loan or Borrowing, a Fixed Rate Loan or a Term Benchmark Loan.

“**UK Financial Institution**” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“**UK Resolution Authority**” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“Unreimbursed Amount” has the meaning specified in Section 2.20(b)(i).

“U.S. GAAP” means the generally accepted accounting principles as promulgated, from time to time, by the Financial Accounting Standards Board.

“U.S. Government Securities Business Day” means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“U.S. Person” means a “United States person” within the meaning of Section 7701(a)(30) of the Code.

“U.S. Tax Certificate” has the meaning assigned to such term in Section 2.16(f)(ii)(D)(2).

“Withholding Agent” means the Borrower and the Administrative Agent.

“Write-Down and Conversion Powers” means, (i) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (ii) with respect to any UK Resolution Authority, any powers of such UK Resolution Authority from time to time under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.02. *Accounting Terms and Determinations.*

(a) Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made and all financial statements required to be delivered hereunder shall be prepared in accordance with U.S. GAAP as in effect from time to time, applied on a basis consistent (except for changes concurred in by the Borrower’s independent public accountants) with the most recent audited financial statements of the Borrower and its Consolidated Entities delivered to the Bank Parties.

(b) If the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for that purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change becomes effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

Section 1.03. *Types of Borrowings.* The term “**Borrowing**” denotes the aggregation of Loans of one or more Banks to be made to the Borrower pursuant to Article 2 on a single date and for a single Interest Period. Borrowings are classified for purposes of this Agreement either by reference to the pricing of Loans comprising such Borrowing (e.g., a “**Term Benchmark Borrowing**” is a Borrowing comprised of Term Benchmark Loans) or by reference to the provisions of Article 2 under which participation therein is determined (i.e., a “**Revolving Borrowing**” is a Borrowing under Section 2.01(a) in which all Banks participate in proportion to their Commitments. Each Competitive Loan shall be made in accordance with the procedures set forth in Section 2.03. All Loans and all Borrowings, including with respect to their respective Interest Periods, under the Existing Credit Agreement, if any, are listed on the Existing Commitment Schedule, that are outstanding on the Amendment Effective Date shall become Loans and Borrowings with the same Interest Period under this Agreement.

Section 1.04. *Letter of Credit.* Unless otherwise specified, all references herein to the amount of a Letter of Credit at any time shall be deemed to mean the stated face amount of such Letter of Credit in effect at such time; *provided, however,* that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed the maximum stated amount of such Letter of Credit after giving effect to all increases or decreases, as applicable, thereof, whether or not such maximum face amount is in effect at such time. All Existing Letters of Credit issued and outstanding on the Amendment Effective Date shall be deemed to be Letters of Credit under this Agreement and from and after the Amendment Effective Date shall be subject to and governed by the terms and conditions hereof.

Section 1.05. *Divisions.* For all purposes under this Agreement, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction’s laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person

comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its equity interests at such time.

Section 1.06. *Interest Rates; Benchmark Notification.* The interest rate on a Loan denominated in dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Each Competitive Borrowing shall be comprised entirely of Term Benchmark Loans or Fixed Rate Loans as the Borrower may request in accordance herewith. Upon the occurrence of a Benchmark Transition Event, Section 2.07 provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or replacement rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Bank or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE 2 The Credits

Section 2.01. *Commitments to Lend and Issue Letters of Credit.* (a) *Revolving Loans.* During the Revolving Credit Period each Bank severally agrees, on the terms and conditions set forth in this Agreement, to make loans to the Borrower pursuant to this Section from time to time in amounts such that the sum of (x) the aggregate principal amount of Revolving Loans by such Bank at any one time outstanding *plus* (y) such Bank's Pro Rata Share of the Outstanding Amount of all L/C Obligations shall not exceed the amount of its Commitment. Each Borrowing shall be in an aggregate principal amount of \$10,000,000 or any larger multiple of \$1,000,000 (except that any such Borrowing may be in the

maximum aggregate amount available in accordance with Section 3.03(d)) and shall be made from the several Banks ratably in proportion to their respective Commitments. Within the foregoing limits, the Borrower may borrow under this Section, repay or, to the extent permitted by Section 2.12, prepay Loans and reborrow at any time during the Revolving Credit Period under this Section. All Loans will be made by all Banks in accordance with their Pro Rata Share of the Aggregate Commitments until the Commitment Termination Date, and in each case subject to the limitations set forth in Section 3.03(d) and subject to Section 2.03, each Competitive Loan shall be made in accordance with the procedures set forth in Section 2.03.

(b) *Letters of Credit.* Subject to the terms and conditions set forth herein, (i) each Issuing Bank agrees, in reliance upon the agreements of the other Banks set forth in Section 2.20, (A) from time to time on any Domestic Business Day during the period from the Amendment Effective Date until the Letter of Credit Expiration Date, to make L/C Credit Extensions either (i) for the account of the Borrower, its Consolidated Entities, its Members or members of its Consolidated Entities or (ii) in support of a letter of credit issued by the Borrower as a back-up confirmation or backup credit support of such letter of credit (“**Back-Up Letter of Credit**”), and to amend or extend Letters of Credit previously issued by it, in accordance with Section 2.20(a)(i) and (ii), and (B) to honor drawings under the Letters of Credit issued by it; and (ii) the Banks severally agree to participate in Letters of Credit issued for the account of the Borrower, its Consolidated Entities, its Members or members of its Consolidated Entities and any L/C Borrowings thereunder; *provided* that after giving effect to any L/C Credit Extension with respect to any Letter of Credit, (1) the sum of (x) the aggregate principal amount of Revolving Loans of any Bank, *plus* (y) such Bank’s Pro Rata Share of the Outstanding Amount of all L/C Obligations shall not exceed such Bank’s Commitment, (2) the Outstanding Amount of all L/C Obligations shall not exceed the Letter of Credit Sublimit and (3) the Outstanding Amount of all L/C Obligations of each Initial Issuing Bank shall not exceed the Initial Issuing Bank Sublimit of such Initial Issuing Bank unless otherwise agreed by such Initial Issuing Bank. Each request by the Borrower for the issuance of, or an amendment to increase the amount of, any Letter of Credit shall be deemed to be a representation by the Borrower that the L/C Credit Extension so requested complies with the condition set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrower’s ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrower may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed.

(c) *Letters of Credit Generally.* (i) No Issuing Bank shall issue any Letter of Credit if the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless all the Banks have approved such expiry date; provided that in no event shall the expiry date of any requested Letter of Credit occur on or after the Domestic Business Day immediately

preceding the Commitment Termination Date. An Issuing Bank shall be under no obligation to issue any Letter of Credit if the issuance of such Letter of Credit would violate such Issuing Bank's internal policies.

(ii) No Issuing Bank shall be under any obligation to make any L/C Credit Extension if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such Issuing Bank from issuing such Letter of Credit, or any Applicable Law applicable to such Issuing Bank or any request or directive (whether or not having the force of law, but if not having the force of law, being a request or directive which is generally complied with by comparable financial institutions) from any Governmental Authority with jurisdiction over such Issuing Bank shall prohibit, or request that the Issuing Bank refrain from the issuance of Letters of Credit generally or such Letter of Credit in particular or shall impose upon such Issuing Bank with respect to such Letter of Credit any restriction, reserve or capital requirement (for which such Issuing Bank is not otherwise compensated hereunder) not in effect on the Amendment Effective Date, or shall impose upon such Issuing Bank any unreimbursed loss, cost or expense which was not applicable on the Amendment Effective Date and which such Issuing Bank in good faith reasonably deems material to it; *provided, however*, that in the event a Bank Party participating in the Letters of Credit is not affected by any such restriction, requirement or imposition, and is able to issue such Letter of Credit and expressly agrees in its sole discretion to issue such Letter of Credit, such Bank Party, subject to the consent of the Administrative Agent, such consent not to be unreasonably withheld, conditioned or delayed, shall issue such Letter of Credit and shall be deemed the Issuing Bank with regard to such Letter of Credit for all purposes of this Agreement;

(B) the making of such L/C Credit Extension would violate any Applicable Laws;

(C) except as otherwise agreed by the Administrative Agent and such Issuing Bank, such Letter of Credit is in an initial face amount less than \$25,000;

(D) such L/C Credit Extension is to be denominated in a currency other than Dollars;

(E) such L/C Credit Extension contains any provisions for automatic reinstatement of the stated amount after any L/C Borrowing thereunder; or

(F) a default of any Bank's obligations to fund under Section 2.20 exists, or any Bank is then a Defaulting Bank, unless, after giving effect to Section 2.19(a)(iv)) with respect to such Bank, such Issuing Bank has entered into satisfactory arrangements, including the delivery of Cash Collateral satisfactory to the Issuing Bank (in its sole discretion) with the Borrower or such Bank to eliminate such Issuing Bank's risk.

(iii) No Issuing Bank shall be under the obligation to amend any Letter of Credit if (A) such Issuing Bank would have no obligation at such time to issue such Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such Letter of Credit does not accept the proposed amendment to such Letter of Credit.

Section 2.02. *Notice of Committed Borrowings.* The Borrower shall give the Administrative Agent notice (a "**Notice of Committed Borrowing**") not later than (x) in the case of a Base Rate Borrowing, 12:00 noon (New York City time) on the date of such Borrowing and (y) in the case of a Term Benchmark Borrowing, not later than 12:00 noon (New York City time) three (3) U.S. Government Securities Business Days before such proposed Borrowing, specifying:

- (a) the date of such Borrowing, which shall be a Domestic Business Day,
- (b) the aggregate principal amount of such Borrowing,
- (c) whether the Loans comprising such Borrowing are to bear interest initially at the Alternate Base Rate or the Benchmark, and
- (d) in the case of a Term Benchmark Borrowing, the duration of the Interest Period applicable thereto, subject to the provisions of the definition of Interest Period.

Notwithstanding the foregoing, no more than 15 Fixed Rate Borrowings shall be outstanding at any one time, and any Borrowing which would exceed such limitation shall be made as a Base Rate Borrowing.

Section 2.03. *Competitive Bid Procedure.* (a) Subject to the terms and conditions set forth herein, from time to time during the Revolving Credit Period, the Borrower may request Competitive Bids and may (but shall not have any obligation to) accept Competitive Bids and borrow Competitive Loans; *provided that* the sum of the total Credit Exposures including the aggregate principal amount of outstanding Competitive Loans at any time shall not exceed the total Commitments. To request Competitive Bids, the Borrower shall notify the Administrative Agent of such request, in the case of a Term Benchmark Borrowing, not later than 12:00 p.m., New York City time, four US Government

Securities Business Days before the date of the proposed Borrowing and, in the case of a Fixed Rate Borrowing, not later than 12:00 p.m., New York City time, one Business Day before the date of the proposed Borrowing; *provided that* the Borrower may submit up to (but not more than) five Competitive Bid Requests on the same day, but a Competitive Bid Request shall not be made within five Business Days after the date of any previous Competitive Bid Request, unless any and all such previous Competitive Bid Requests shall have been withdrawn or all Competitive Bids received in response thereto rejected. Each such Competitive Bid Request shall be made by delivery to the Administrative Agent of a written Competitive Bid Request in a form approved by the Administrative Agent and signed by the Borrower (or by telephone if confirmed promptly by such delivery of a written Competitive Bid request). Each such telephonic and written Competitive Bid Request shall specify the following information in compliance with Section 2.02:

- (i) the aggregate principal amount of the requested Borrowing;
- (ii) the date of such Borrowing, which shall be a Domestic Business Day;
- (iii) whether such Borrowing is to be a Term Benchmark Borrowing or a Fixed Rate Borrowing;
- (iv) the Interest Period to be applicable to such Borrowing, which shall be a period contemplated by the definition of the term “Interest Period”; and
- (v) the location and number of the Borrower’s account to which funds are to be disbursed, which shall comply with the requirements of Section 2.04.

Promptly following receipt of a Competitive Bid Request in accordance with this Section, the Administrative Agent shall notify the Banks of the details thereof by email or other permitted electronic communication, inviting the Banks to submit Competitive Bids.

(b) Each Bank may (but shall not have any obligation to) make one or more Competitive Bids to the Borrower in response to a Competitive Bid Request. Each Competitive Bid by a Lender must be in a form approved by the Administrative Agent and must be received by the Administrative Agent by email or other permitted electronic communication, in the case of a Term SOFR Competitive Borrowing, not later than 10:00 a.m., New York City time, three US Government Securities Business Days before the proposed date of such Competitive Borrowing, and in the case of a Fixed Rate Borrowing, not later than 10:00 a.m., New York City time, on the proposed date of such Competitive Borrowing. Competitive Bids that do not conform substantially to the form approved by the Administrative Agent may be rejected by the Administrative

Agent, and the Administrative Agent shall notify the applicable Lender of such rejection as promptly as practicable. A Lender may submit multiple bids to the Administrative Agent. Each Competitive Bid shall specify (i) the principal amount (which shall be a minimum of \$5,000,000 and an integral multiple of \$1,000,000 and which may equal the entire principal amount of the Competitive Borrowing requested by the Borrower) of the Competitive Loan or Loans that the Lender is willing to make, (ii) the Competitive Bid Rate or Rates at which the Lender is prepared to make such Loan or Loans (expressed as a percentage rate per annum in the form of a decimal to no more than four decimal places) and (iii) the Interest Period applicable to each such Loan and the last day thereof. Subject to Section 2.07, a Competitive Bid submitted by a Bank shall be irrevocable.

(c) The Administrative Agent shall promptly notify the Borrower by email of the Competitive Bid Rate and the principal amount specified in each Competitive Bid and the identity of the Lender that shall have made such Competitive Bid.

(d) Subject only to the provisions of this paragraph, the Borrower may in its discretion accept or reject any Competitive Bid. The Borrower shall notify the Administrative Agent whether and to what extent it has decided to accept or reject each Competitive Bid, in the case of a Term SOFR Competitive Borrowing, not later than 11:00 a.m., New York City time, three US Government Securities Business Days before the date of the proposed Competitive Borrowing, and in the case of a Fixed Rate Borrowing, not later than 11:00 a.m., New York City time, on the proposed date of the Competitive Borrowing; *provided that* (i) the failure of the Borrower to give such notice shall be deemed to be a rejection of each Competitive Bid, (ii) the Borrower shall not accept a Competitive Bid made at a particular Competitive Bid Rate if the Borrower rejects a Competitive Bid made at a lower Competitive Bid Rate, (iii) the aggregate amount of the Competitive Bids accepted by the Borrower shall not exceed the aggregate principal amount of the requested Competitive Borrowing specified in the related Competitive Bid Request, (iv) to the extent necessary to comply with clause (iii) above, the Borrower may accept Competitive Bids at the same Competitive Bid Rate in part, which acceptance, in the case of multiple Competitive Bids at such Competitive Bid Rate, shall be made pro rata in accordance with the amount of each such Competitive Bid, and (v) except pursuant to clause (iv) above, no Competitive Bid shall be accepted for a Competitive Loan unless such Competitive Loan is in a minimum principal amount of \$5,000,000 and an integral multiple of \$1,000,000; *provided further* that if a Competitive Loan must be in an amount less than \$5,000,000 because of the provisions of clause (iv) above, such Competitive Loan may be for a minimum of \$1,000,000 or any integral multiple thereof, and in calculating the pro rata allocation of acceptances of portions of multiple Competitive Bids at a particular Competitive Bid Rate pursuant to clause (iv) the amounts shall be rounded to integral multiples of \$1,000,000 in a manner determined by the Borrower. A notice given by the Borrower pursuant to this paragraph shall be irrevocable.

(e) The Administrative Agent shall promptly notify each bidding Bank by email or other permitted electronic communication whether or not its Competitive Bid has been accepted (and, if so, the amount and Competitive Bid Rate so accepted), and each successful bidder will thereupon become bound, subject to the terms and conditions hereof, to make the Competitive Loan in respect of which its Competitive Bid has been accepted.

(f) If the Administrative Agent shall elect to submit a Competitive Bid in its capacity as a Bank, it shall submit such Competitive Bid directly to the Borrower at least one quarter of an hour earlier than the time by which the other Lenders are required to submit their Competitive Bids to the Administrative Agent pursuant to paragraph (b) of this Section.

Section 2.04. *Notice to Banks; Funding of Loans.* (a) Upon receipt of a Notice of Borrowing, the Administrative Agent shall promptly notify each Bank on the same Domestic Business Day of the contents thereof and of such Bank's share (if any) of such Borrowing and such Notice of Borrowing shall not thereafter be revocable by the Borrower.

(b) Not later than 2:00 P.M. (New York City time) on the date of each Borrowing, each Bank participating therein shall (except as provided in subsection (c) of this Section) make available its share of such Borrowing, in Federal or other funds immediately available in New York City, to the Administrative Agent at its address specified in or pursuant to Section 9.01. Unless the Administrative Agent determines that any applicable condition specified in Article 3 has not been satisfied, the Administrative Agent will thereafter make the funds so received from the Banks available to the Borrower at the Administrative Agent's aforesaid address, *provided, however*, that the Administrative Agent shall first make a portion of such funds equal to the aggregate principal amount of any L/C Borrowings made by any Issuing Bank and by any Bank, as the case may be, and outstanding on the date of such Borrowing, *plus* interest accrued and unpaid thereon to and as of such date, available to such Issuing Bank or such other Bank, as the case may be, for repayment of such L/C Borrowing.

(c) If any Bank makes a new Loan hereunder on a day on which the Borrower is to repay all or any part of an outstanding Loan from such Bank, such Bank shall apply the proceeds of its new Loan to make such repayment and only an amount equal to the difference (if any) between the amount being borrowed and the amount being repaid shall be made available by such Bank to the Administrative Agent as provided in subsection (b), or remitted by the Borrower to the Administrative Agent as provided in Section 2.13, as the case may be.

(d) Unless the Administrative Agent shall have been notified by any Bank prior to the date of Borrowing (or prior to 2:00 P.M. (New York City time) on the date of Borrowing in the case of a Base Rate Borrowing) that such Bank does not intend to make available to the Administrative Agent such Bank's

portion of the Borrowing to be made on such date, the Administrative Agent may assume that such Bank has made such amount available to the Administrative Agent on such date and the Administrative Agent may (but shall have no obligation to), in reliance upon such assumption, make available to the Borrower a corresponding amount, subject to the provisions of subsection (c). If such corresponding amount is not in fact made available to the Administrative Agent by such Bank, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Bank. If such Bank does not pay such corresponding amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent shall promptly notify the Borrower and the Borrower shall promptly pay such corresponding amount to the Administrative Agent. The Administrative Agent shall also be entitled to recover from such Bank or the Borrower interest on such corresponding amount in respect of each day from the date such corresponding amount was made available by the Administrative Agent to the Borrower to the date such corresponding amount is recovered by the Administrative Agent, at a rate per annum equal to (x) in the case of a Bank, the Federal Funds Rate for each such day and (y) in the case of the Borrower, the then applicable rate for Base Rate Loans or Term Benchmark Loans, as appropriate. Nothing herein shall be deemed to relieve any Bank from its obligation to fulfill its Commitment hereunder or to prejudice any rights which the Borrower may have against any Bank as a result of any default by such Bank hereunder. For purposes of this subsection (d), no amount paid to the Administrative Agent hereunder shall be considered to have been recovered by the Administrative Agent on the date of payment unless such amount shall have been received by the Administrative Agent by 2:30 P.M. (New York City time) on such date.

Section 2.05. *Notes.* (a) Any Bank Party may request that the Loans and/or L/C Borrowings of such Bank be evidenced by a single Note payable to the order of such Bank Party for the account of its Applicable Lending Office in an amount equal to the aggregate unpaid principal amount of such Bank Party's Loans and/or L/C Borrowings.

(b) Each Bank Party that has requested that its Loans and/or L/C Borrowings be evidenced by a Note may, by notice to the Borrower and the Administrative Agent, request that its Loans and/or L/C Borrowings of a particular Type be evidenced by a separate Note in an amount equal to the aggregate unpaid principal amount of such Loans and/or L/C Borrowings. Each such Note shall be in substantially the form of Exhibit A hereto with appropriate modifications to reflect the fact that it evidences solely Loans and/or L/C Borrowings of the relevant Type. Each reference in this Agreement to the "Note" of such Bank Party shall be deemed to refer to and include any or all of such Notes, as the context may require.

(c) Upon the Administrative Agent's receipt of each Note that was requested by a Bank Party pursuant to Section 3.01(b), the Administrative Agent shall forward such Note to such Bank Party. Each Bank Party shall record the

date, amount, type and maturity of each Loan and/or L/C Borrowings made by it and the date and amount of each payment of principal made by the Borrower with respect thereto, and may, if such Bank Party so elects in connection with any transfer or enforcement of its Note, endorse on the schedule forming a part thereof appropriate notations to evidence the foregoing information with respect to each such Loan and/or L/C Borrowings then outstanding; *provided* that the failure of any Bank Party to make any such recordation or endorsement shall not affect the obligations of the Borrower hereunder or under the Notes. Each Bank Party is hereby irrevocably authorized by the Borrower so to endorse its Note and to attach to and make a part of its Note a continuation of any such schedule as and when required.

(d) Any Note evidencing a Loan (as such term is defined in the Existing Credit Agreement) made prior to the Amendment Effective Date may be exchanged upon request of the relevant Bank, made through the Administrative Agent, and simultaneous surrender of such Note to the Borrower through the Administrative Agent in exchange for one or more new Notes evidencing the Loans, respectively, outstanding hereunder, if any, as of the Amendment Effective Date.

Section 2.06. *Maturity of Loans.* Each Loan hereunder shall mature, and the principal amount thereof shall be due and payable on the Maturity Date with respect to such Loan.

Section 2.07. *Interest Rates.* (a) Each Base Rate Loan shall bear interest on the outstanding principal amount thereof, for each day from the date such Loan is made until it becomes due, at a rate per annum equal to the Alternative Base Rate plus the applicable Base Rate Margin for such day. Such interest shall be payable for each Interest Period on the last day thereof and, with respect to the principal amount of any Base Rate Loan that is prepaid or converted to a Term Benchmark Loan, on the date of such prepayment or conversion. Any overdue principal of or interest on any Base Rate Loan shall bear interest, payable on demand, for each day until paid at a rate per annum equal to the sum of 2% plus the rate otherwise applicable to Base Rate Loans for such day.

(b) Each Term Benchmark Loan shall bear interest on the outstanding principal amount thereof, for the Interest Period applicable thereto, at a rate per annum equal to the sum of the Term Benchmark Margin plus the applicable Benchmark. Such interest shall be payable for each Interest Period on the last day thereof and, if such Interest Period is longer than three months, three months after the first day thereof and, with respect to the principal amount of any Term Benchmark Loan that is prepaid or converted to a Base Rate Loan, on the date of such prepayment or conversion.

(c) Subject to clauses (d), (e), (f), (g) and (h) of this Section 2.07, if:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) prior to the commencement of any Interest Period for a Fixed Rate Borrowing, that adequate and reasonable means do not exist for ascertaining the Benchmark (including because the Term SOFR Reference Rate is not available or published on a current basis), for such Interest Period; or

(ii) In the case of a Committed Borrowing, the Administrative Agent is advised in writing by Banks having 50% or more of the aggregate amount of the Commitments that prior to the commencement of any Interest Period for such Committed Borrowing, the Benchmark for such Interest Period will not adequately and fairly reflect the cost to such Banks (or Bank) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Banks by telephone, telecopy or electronic mail as promptly as practicable thereafter and, until (x) the Administrative Agent notifies the Borrower and the Banks that the circumstances giving rise to such notice no longer exist and (y) the Borrower delivers a new Notice of Interest Rate Election in accordance with the terms of Section 2.08 or a new Notice of Borrowing in accordance with the terms of Sections 2.02 or 2.03, any Notice of Interest Rate Election that requests the conversion of any Loan to, or continuation of any Fixed Rate Borrowing as, a Fixed Rate Borrowing, and any Notice of Borrowing that requests a Fixed Rate Borrowing (unless the Borrower notifies the Administrative Agent at least two Domestic Business Days before the date of any Fixed Rate Borrowing for which such a Notice of Borrowing has previously been given that it elects not to borrow on such date), shall instead be deemed to be a Notice of Interest Rate Election or a Notice of Borrowing, as applicable, for a Base Rate Borrowing; provided that if the circumstances giving rise to such notice affect only one Type of Borrowings, then all other Types of Borrowings shall be permitted. Furthermore, if any Fixed Rate Loan is outstanding on the date of the Borrower's receipt of the notice from the Administrative Agent referred to in this Section 2.07(c) with respect to a Relevant Rate applicable to such Fixed Rate Loan, then until (x) the Administrative Agent notifies the Borrower and the Banks that the circumstances giving rise to such notice no longer exist and (y) the Borrower delivers a new Notice of Interest Rate Election in accordance with the terms of Section 2.08, any such Fixed Rate Loan shall on the last day of the Interest Period applicable to such Loan, be converted by the Administrative Agent to, and shall constitute, a Base Rate Loan.

(d) Notwithstanding anything to the contrary herein or in any other Credit Documentation, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such

Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Credit Documentation in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Documentation and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Credit Documentation in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Banks without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Documentation so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Banks comprising the Required Banks.

(e) Notwithstanding anything to the contrary herein or in any other Credit Documentation, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Documentation, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Credit Documentation.

(f) The Administrative Agent will promptly notify the Borrower and the Banks of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (f) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Bank (or group of Banks) pursuant to this Section 2.07(f), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Credit Documentation, except, in each case, as expressly required pursuant to this Section 2.07(f).

(g) Notwithstanding anything to the contrary herein or in any other Credit Documentation, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information

announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of “Interest Period” for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(h) Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark Borrowing or conversion to or continuation of Term Benchmark Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any request for a Term Benchmark Borrowing into a request for a Borrowing of or conversion to a Base Rate Borrowing. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of Alternative Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of Alternative Base Rate. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan, then until such time as a Benchmark Replacement is implemented pursuant to this Section 2.07(h), any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan, be converted by the Administrative Agent to, and shall constitute, a Base Rate Loan.

(i) Any overdue principal of or interest on any Term Benchmark Loan and any other overdue amount payable shall bear interest, payable on demand, for each day from and including the date payment thereof was due to but excluding the date of actual payment, at a rate per annum equal to the sum of 2% plus (i) in the case of principal, the rate otherwise applicable to Term Benchmark Loans for such day or (ii) in the case of interest and any other overdue amount payable, the sum of the Base Rate plus the applicable Base Rate Margin for such day.

(j) *[Reserved]*.

(k) The Administrative Agent shall determine each interest rate applicable to the Loans hereunder. The Administrative Agent shall give prompt notice to the Borrower and the participating Banks of each rate of interest so determined, and its determination thereof shall be conclusive in the absence of manifest error.

(l) The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the administration of, submission of, calculation of or any other matter related to any Benchmark, any component definition thereof or rates referenced in the definition thereof or any alternative, comparable or successor rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, comparable or successor rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, such Benchmark or any other Benchmark, or (b) the effect, implementation or composition of any Benchmark Replacement Conforming Changes.

Section 2.08. *Method of Electing Interest Rates.* (a) The Loans included in each Committed Borrowing shall bear interest initially at the type of rate specified by the Borrower in the applicable Notice of Committed Borrowing. Thereafter, the Borrower may from time to time elect to change or continue the type of interest rate borne by each Group of Loans (subject to Section 2.08(d) and the provisions of Article 8), as follows:

(i) if such Loans are Base Rate Loans, the Borrower may elect to convert such Loans to Term Benchmark Loans as of any Domestic Business Day;

(ii) if such Loans are Term Benchmark Loans, the Borrower may elect to convert such Loans to Base Rate Loans as of any Domestic Business Day, subject to Section 2.14 if any such conversion is effective on any day other than the last day of an Interest Period applicable to such Loans, or may elect to continue such Loans as Term Benchmark Loans, as of the end of any Interest Period applicable thereto, for an additional Interest Period.

Each such election shall be made by delivering a notice (a “**Notice of Interest Rate Election**”) to the Administrative Agent not later than 10:30 A.M. (New York City time) on the third U.S. Government Securities Business Day before the conversion or continuation selected in such notice is to be effective. A Notice of Interest Rate Election may, if it so specifies, apply to only a portion of the aggregate principal amount of the relevant Group of Loans; *provided* that (i) such portion is allocated ratably among the Loans comprising such Group and (ii) such portion, and the remaining portion to which such Notice does not apply, are each at least \$10,000,000 (unless such portion is comprised of Base Rate Loans). If no such notice is timely received before the end of an Interest Period for any Group of Term Benchmark Loans, the Borrower shall be deemed to have elected that such Group of Loans be converted to Base Rate Loans at the end of such Interest Period.

(b) Each Notice of Interest Rate Election shall specify:

- (i) the Group of Loans (or portion thereof) to which such notice applies;
- (ii) the date on which the conversion or continuation selected in such notice is to be effective, which shall comply with the applicable clause of Section 2.08(a);
- (iii) if the Loans comprising such Group are to be converted to Term Benchmark Loans, the duration of the next succeeding Interest Period applicable thereto; and
- (iv) if such Loans are to be continued as Term Benchmark Loans for an additional Interest Period, the duration of such additional Interest Period.

Each Interest Period specified in a Notice of Interest Rate Election shall comply with the provisions of the definition of Interest Period.

(c) Promptly after receiving a Notice of Interest Rate Election from the Borrower pursuant to Section 2.08(a), the Administrative Agent shall notify each Bank of the contents thereof and such notice shall not thereafter be revocable by the Borrower.

(d) The Borrower shall not be entitled to elect to convert any Committed Loans to, or continue any Committed Loans for an additional Interest Period as, Term Benchmark Loans if (i) the aggregate principal amount of any Group of Term Benchmark Loans created or continued as a result of such election would be less than \$10,000,000 or (ii) a Default shall have occurred and be continuing when the Borrower delivers notice of such election to the Administrative Agent.

(e) If any Committed Loan is converted to a different Type of Loan, the Borrower shall pay, on the date of such conversion, the interest accrued to such date on the principal amount being converted.

Section 2.09. *Fees.* (a) *Facility Fee.* Subject to Section 2.19(a)(i), the Borrower shall pay to the Administrative Agent for the account of each Bank facility fees accruing at the Facility Fee Rate on the daily average amount of such Bank's Commitment (whether used or unused), for the period from and including the Amendment Effective Date to but excluding the date such Bank's Commitment is terminated; *provided* that, if such Bank continues to have any Committed Loans outstanding after its Commitment terminates, then such facility fee shall continue to accrue on the daily outstanding principal amount of such Bank's Committed Loans from and including the date on which its Commitment terminates to but excluding the date on which such Bank ceases to have any Committed Loans outstanding. Accrued facility fees shall be payable on each January 1, April 1, July 1, and October 1 and on the date the Commitment of such

Bank is terminated (and, if later, on the date the Loans of such Bank shall be repaid in their entirety); *provided* that any facility fees accruing after the first anniversary of the Commitment Termination Date shall be payable on demand.

(b) *Agents' Fees.* The Borrower shall pay to the Administrative Agent and the Syndication Agent, each for its own account, one or more fees in such amounts and at such times as has been previously agreed in writing between the Borrower and each of them.

(c) *Letter of Credit Fees.* Upon the issuance of each Letter of Credit pursuant to Section 2.01(b) and until termination, cancellation or expiration of such Letter of Credit, subject to Section 2.19(a)(iv), the Borrower agrees to pay to the Administrative Agent for the account of each Bank in accordance with its Pro Rata Share a Letter of Credit fee (the "**Letter of Credit Fee**") for each Letter of Credit equal to a rate per annum equal to (i) with respect to Standby Letters of Credit, the Term Benchmark Margin in effect from time to time and (ii) with respect to (A) Performance Letters of Credit, (B) Trade Letters of Credit or (C) Back-Up Letters of Credit in support of performance letters of credit or trade letters of credit issued by the Borrower, 50% of the Term Benchmark Margin in effect from time to time, in each case, multiplied by the average daily maximum amount available to be drawn under such Letter of Credit (whether or not such maximum amount is then in effect under such Letter of Credit) during the relevant calendar quarter or portion then ended. Letter of Credit Fees shall be (i) computed on a quarterly basis in arrears on the basis of the actual number of days elapsed in a year of 360 days (including the first day but excluding the last day), as pro-rated for any partial quarter, as applicable, and (ii) subject to Section 2.19(a)(ii), due and payable on each January 1, April 1, July 1 and October 1, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. Notwithstanding anything to the contrary contained herein, upon the request of the Required Banks, while any payment-related Event of Default exists, all Letter of Credit Fees shall accrue at a rate per annum equal to the Term Benchmark Margin plus 2%.

(d) *Fronting Fee and Documentary and Processing Charges Payable to Issuing Banks, Etc.* The Borrower shall pay directly to the relevant Issuing Bank for its own account a fronting fee with respect to each Letter of Credit issued hereunder on the average daily maximum amount available to be drawn under such Letter of Credit in an amount to be agreed between the Borrower and the applicable Issuing Bank of the L/C Obligations (whether or not such maximum amount is then in effect under such Letter of Credit) (the "**Fronting Fee**"). The Fronting Fee shall be computed on a quarterly basis in arrears on the basis of the actual number of days elapsed in a year of 360 days (including the first day but excluding the last day), as pro-rated for any partial quarter, as applicable, and shall be due and payable on each January 1, April 1, July 1 and October 1, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand.

In addition, the Borrower shall, with respect to all Letters of Credit issued at its request, pay directly to each Issuing Bank for its own account the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of such Issuing Bank relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable on demand and are nonrefundable.

(e) *Amendment Fees.* The Borrower agrees to pay to the Administrative Agent for the account of each Bank on the Amendment Effective Date the upfront fees required to be paid on such date, as set forth in the Fee Letters.

Section 2.10. *Optional Termination or Reduction of Commitments.* During the Revolving Credit Period, the Borrower may, upon at least three Domestic Business Days' notice to the Administrative Agent (which notice the Administrative Agent will promptly deliver to the Banks), (i) terminate all Commitments at any time, if no Loans are outstanding at such time or (ii) ratably reduce from time to time by an aggregate amount of \$10,000,000 or any larger multiple of \$1,000,000, the aggregate amount of the Commitments in excess of the aggregate outstanding principal amount of the Loans.

Section 2.11. *Mandatory Termination of Commitments.* The Commitments shall terminate on the Commitment Termination Date.

Section 2.12. *Optional Prepayments.* (a) Subject in the case of Term Benchmark Loans to Section 2.14, the Borrower may (i) on any Domestic Business Day, upon notice to the Administrative Agent, prepay any Group of Base Rate Loans or (ii) upon at least three U.S. Government Securities Business Days' notice to the Administrative Agent, prepay any Group of Term Benchmark Loans, in each case in whole at any time, or from time to time in part in amounts aggregating \$10,000,000 or any larger multiple of \$1,000,000, by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment. Each such optional prepayment shall be applied to prepay ratably the Loans of the several Banks included in such Group of Loans. For the avoidance of doubt, the Borrower shall not have the right to prepay any Competitive Loan without the prior consent of the Bank thereof.

(b) *[Reserved]*.

(c) Upon receipt of a notice of prepayment pursuant to this Section, the Administrative Agent shall promptly notify each Bank of the contents thereof and of such Bank's ratable share (if any) of such prepayment and such notice shall not thereafter be revocable by the Borrower.

Section 2.13. *General Provisions as to Payments.* (a) The Borrower shall make each payment of principal of, and interest on, the Loans or L/C Obligations and of fees hereunder, not later than 1:00 P.M. (New York City time)

on the date when due, in Federal or other funds immediately available in New York City, to the Administrative Agent at its address referred to in Section 9.01. The Administrative Agent will promptly distribute to each Bank Party its ratable share of each such payment received by the Administrative Agent for the account of the Bank Parties. Whenever any payment of principal of, or interest on, the Base Rate Loans or of fees shall be due on a day which is not a Domestic Business Day, the date for payment thereof shall be extended to the next succeeding Domestic Business Day. Whenever any payment of principal of, or interest on, the Term Benchmark Loans or Competitive Loans shall be due on a day which is not a Domestic Business Day, the date for payment thereof shall be extended to the next succeeding Domestic Business Day unless such Domestic Business Day falls in another calendar month, in which case the date for payment thereof shall be the next preceding Domestic Business Day. If the date for any payment of principal is extended by operation of law or otherwise, interest thereon shall be payable for such extended time.

(b) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Bank Parties hereunder that the Borrower will not make such payment in full, the Administrative Agent may assume that the Borrower has made such payment in full to the Administrative Agent on such date and the Administrative Agent may (but shall have no obligation to), in reliance upon such assumption, cause to be distributed to each Bank Party on such due date an amount equal to the amount then due such Bank Party. If and to the extent that the Borrower shall not have so made such payment, each Bank Party shall repay to the Administrative Agent forthwith on demand such amount distributed to such Bank Party together with interest thereon, for each day from the date such amount is distributed to such Bank Party until the date such Bank Party repays such amount to the Administrative Agent, at the Federal Funds Rate.

Section 2.14. *Funding Losses.* If the Borrower makes any payment of principal with respect to any Fixed Rate Loan or any Fixed Rate Loan is converted to a different type of Loan (whether such payment or conversion is pursuant to Article 2, 6 or 8 or otherwise) on any day other than the last day of the Interest Period applicable thereto, or the end of an applicable period fixed pursuant to Section 2.07(b), or if the Borrower fails to borrow, prepay, convert or continue any Fixed Rate Loans after notice has been given to any Bank in accordance with Section 2.04(a), 2.08(c) or 2.12(c) the Borrower shall reimburse each Bank within 15 days after demand for any resulting loss or expense incurred by it (or by an existing Participant in the related Loan), including (without limitation) any loss incurred in obtaining, liquidating or employing deposits from third parties, but excluding loss of margin for the period after any such payment or conversion or failure to borrow, prepay, convert or continue; *provided* that such Bank shall have delivered to the Borrower a certificate as to the amount of such loss or expense, setting forth in reasonable detail the calculation thereof, which certificate shall be conclusive in the absence of manifest error.

Section 2.15. *Computation of Interest and Fees.* Interest based on the Prime Rate and fees pursuant to Section 2.09(a) hereunder shall be computed on the basis of a year of 365 days (or 366 days in a leap year) and paid for the actual number of days elapsed (including the first day but excluding the last day). All other interest and fees shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed (including the first day but excluding the last day).

Section 2.16. *Taxes.* (a) *Withholding of Taxes; Gross-Up.* Each payment by the Borrower under this Agreement or the Notes shall be made without withholding for any Taxes, unless such withholding is required by any law. If any Withholding Agent determines, in its sole discretion exercised in good faith, that it is so required to withhold Taxes, then such Withholding Agent may so withhold and shall timely pay the full amount of withheld Taxes to the relevant Governmental Authority in accordance with applicable law. If such Taxes are Indemnified Taxes, then the amount payable by the Borrower shall be increased as necessary so that, net of such withholding (including withholding applicable to additional amounts payable under this Section), the applicable Recipient receives the amount it would have received had no such withholding been made.

(b) *Payment of Other Taxes by the Borrower.* The Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) *Evidence of Payments.* As soon as practicable after any payment of Indemnified Taxes by the Borrower to a Governmental Authority, such Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(d) *Indemnification by the Borrower.* The Borrower shall indemnify each Recipient for any Indemnified Taxes that are paid or payable by such Recipient in connection with this Agreement or the Notes (including amounts paid or payable under this Section 2.16(d)) and any reasonable expenses arising therefrom or with respect thereto (other than penalties and interest incurred as a result of the gross negligence or willful misconduct of the Administrative Agent or Bank Party), whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The indemnity under this Section 2.16(d) shall be paid within 10 days after the Recipient delivers to the Borrower a certificate stating the amount of any Indemnified Taxes so paid or payable by such Recipient and describing, in reasonable detail, the basis for the indemnification claim. Such certificate shall be conclusive of the amount so paid or payable absent manifest error. Such Recipient shall deliver a copy of such certificate to the Administrative Agent.

(e) *Indemnification by the Bank Parties.* Each Bank Party shall severally indemnify the Administrative Agent for any Taxes (but, in the case of any Indemnified Taxes, only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so) attributable to such Bank Party that are paid or payable by the Administrative Agent in connection with this Agreement and the Notes and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The indemnity under this Section 2.16(e) shall be paid within 10 days after the Administrative Agent delivers to the applicable Bank Party a certificate stating the amount of Taxes so paid or payable by the Administrative Agent. Such certificate shall be conclusive of the amount so paid or payable absent manifest error.

(f) *Status of Bank Parties.* (i) Any Bank Party that is entitled to an exemption from, or reduction of, any applicable withholding Tax with respect to any payments under this Agreement or the Notes shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without, or at a reduced rate of, withholding. In addition, any Bank Party, if requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Bank Party is subject to any withholding (including backup withholding) or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.16(f)(ii)(A) through (E) below) shall not be required if in the Bank Party's judgment such completion, execution or submission would subject such Bank Party to any material unreimbursed cost or expense (or, in the case of a Change in Law, any incremental material unreimbursed cost or expense) or would materially prejudice the legal or commercial position of such Bank Party. Upon the reasonable request of such Borrower or the Administrative Agent, any Bank Party shall update any form or certification previously delivered pursuant to this Section 2.16(f). If any form or certification previously delivered pursuant to this Section expires or becomes obsolete or inaccurate in any respect with respect to a Bank Party, such Bank Party shall promptly (and in any event within 10 days after such expiration, obsolescence or inaccuracy) notify such Borrower and the Administrative Agent in writing of such expiration, obsolescence or inaccuracy and update the form or certification if it is legally eligible to do so.

(ii) Without limiting the generality of the foregoing, if the Borrower is a U.S. Person, any Bank Party with respect to such Borrower shall, if it is legally eligible to do so, deliver to such Borrower and the

Administrative Agent (in such number of copies reasonably requested by such Borrower and the Administrative Agent) on or prior to the date on which such Bank Party becomes a party hereto and from time to time thereafter as reasonably requested by Borrower or the Administrative Agent, duly completed and executed copies of whichever of the following is applicable:

(A) in the case of a Bank Party that is a U.S. Person, IRS Form W-9 certifying that such Bank Party is exempt from U.S. Federal backup withholding tax;

(B) in the case of a Non-U.S. Bank Party claiming the benefits of an income tax treaty to which the United States is a party (1) with respect to payments of interest under any this Agreement or the Notes, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the “interest” article of such tax treaty and (2) with respect to any other applicable payments under this Agreement, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the “business profits” or “other income” article of such tax treaty;

(C) in the case of a Non-U.S. Bank Party for whom payments under this Agreement constitute income that is effectively connected with such Bank Party’s conduct of a trade or business in the United States, IRS Form W-8ECI;

(D) in the case of a Non-U.S. Bank Party claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code both (1) IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, and (2) a certificate substantially in the form of Exhibit E (a “**U.S. Tax Certificate**”) to the effect that such Bank Party is not (a) a “bank” within the meaning of Section 881(c)(3)(A) of the Code, (b) a member of the Borrower does not exercise voting power over Borrower or is not a “10 percent shareholder” of the Borrower within the meaning of Section 881(c)(3)(B) of the Code (c) a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code and (d) conducting a trade or business in the United States with which the relevant interest payments are effectively connected;

(E) in the case of a Non-U.S. Bank Party that is not the beneficial owner of payments made under this Agreement (including a partnership or a participating Bank Party) (1) an IRS Form W-8IMY on behalf of itself and (2) the relevant forms prescribed in clauses (A), (B), (C), (D) and (F) of this paragraph

(f)(ii) that would be required of each such beneficial owner or partner of such partnership if such beneficial owner or partner were a Bank Party; provided, however, that if the Bank Party is a partnership and one or more of its direct or indirect partners are claiming the exemption for portfolio interest under Section 881(c) of the Code, such Bank Party may provide a U.S. Tax Certificate on behalf of such direct or indirect partners; or

(F) any other form prescribed by law as a basis for claiming exemption from, or a reduction of, U.S. Federal withholding Tax together with such supplementary documentation necessary to enable the Borrower or the Administrative Agent to determine the amount of Tax (if any) required by law to be withheld.

(iii) If a payment made to a Bank Party under this Agreement or the Notes would be subject to U.S. Federal withholding Tax imposed by FATCA if such Bank Party were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Bank Party shall deliver to the Withholding Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Withholding Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Withholding Agent as may be necessary for the Withholding Agent to comply with its obligations under FATCA, to determine that such Bank Party has or has not complied with such Bank Party's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 2.16(f)(iii), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(g) *Treatment of Certain Refunds.* If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.16 (including additional amounts paid pursuant to this Section 2.16), it shall pay the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made, under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid such indemnified party pursuant to the previous sentence (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 2.16(g), in no event will any indemnified party be required to pay any

amount to any indemnifying party pursuant to this Section 2.16(g) if such payment would place such indemnified party in a less favorable position (on a net after-Tax basis) than such indemnified party would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This Section 2.16(g) shall not be construed to require indemnified party to make available its Tax returns (or any other information relating to its Taxes which it deems confidential) to the indemnifying party or any other Person.

(h) *FATCA*. For purposes of determining withholding Taxes imposed under FATCA, from and after the Amendment Effective Date, the Borrower and the Administrative Agent shall treat (and the Banks hereby authorize the Administrative Agent to treat) the Agreement as not qualifying as a “grandfathered obligation” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

(i) *Survival*. Each party’s obligations under this Section 2.16 shall survive any assignment of rights by, or the replacement of, a Bank Party, the termination of the Commitments and the repayment, satisfaction or discharge of all other obligations under this Agreement or the Notes.

Section 2.17. *Increase of Commitments*. (a) Upon at least five days’ prior notice to the Administrative Agent (which notice the Administrative Agent shall promptly transmit to each of the Banks), the Borrower shall have the right, subject to the terms and conditions set forth below, to increase the aggregate amount of the Commitments in multiples of \$5,000,000; *provided that* (i) such increase may be effected by increasing the Commitment, so long as such increase satisfies all terms and conditions herein, including, but not limited to, this Section 2.17, (ii) the amount of such increase when added to the aggregate amount of all such prior increases in the Commitments hereunder (including by way of creating new Commitments), on or after the Amendment Effective Date, does not exceed the sum of \$500,000,000 and the amount of any Commitments terminated by the Borrower pursuant to Section 2.19(c) and (iii) the total aggregate amount of Commitments hereunder does not, at any time, exceed \$2,200,000,000.

(b) Any such increase in the Commitments (the “**Incremental Commitments**”) hereunder shall apply, at the option of the Borrower, (x) to the Commitment of one or more Banks; *provided that* (i) the Administrative Agent, each Issuing Bank and each Bank the Commitment of which is to be increased shall consent to such increase, (ii) the amount set forth on the Commitment Schedule opposite the name of each Bank the Commitment of which is being so increased shall be amended to reflect the increased Commitment of such Bank and (iii) if any Committed Loans are outstanding at the time of such an increase, the Borrower will, notwithstanding anything to the contrary contained in this Agreement, on the date of such increase, incur and repay or prepay one or more Committed Loans from the Banks in such amounts so that after giving effect thereto the Committed Loans shall be outstanding on a *pro rata* basis (based on

the Commitments of the Banks after giving effect to the changes made pursuant to this Section 2.17 on such date) from all the Banks or (y) to the creation of a new Commitment of one or more institutions not then a Bank hereunder; *provided* that (i) such institution becomes a party to this Agreement as a Bank by execution and delivery to the Borrower and the Administrative Agent of counterparts of this Agreement, (ii) the Commitment Schedule shall be amended to reflect the Commitment of such new Bank, (iii) if requested by such new Bank, the Borrower shall issue a Note to such new Bank in conformity with the provisions of Section 2.05, (iv) if any Committed Loans are outstanding at the time of the creation of such Commitment of such Bank, the Borrower will, notwithstanding anything to the contrary contained in this Agreement, on the date of the creation of such Commitment, incur and repay or prepay one or more Committed Loans from the Banks in such amounts so that after giving effect thereto the Committed Loans shall be outstanding on a *pro rata* basis (based on the Commitments of the Banks after giving effect to the changes made pursuant to this Section 2.17 on such date) from all the Banks and (v) if such institution is neither a banking institution nor an affiliate of a Bank, such institution must be consented to by the Administrative Agent and the Issuing Bank. The date on which the conditions set forth in this paragraph are satisfied is the “**Increased Amount Date**” and each such Bank providing an Incremental Commitment, an “**Incremental Bank**”.

(c) On any Increased Amount Date on which any Incremental Commitments are effective, subject to the satisfaction of the foregoing conditions, each Incremental Bank shall become a Bank hereunder with respect to its Incremental Commitment and the incremental loans made pursuant thereto.

(d) The Administrative Agent shall notify the Banks promptly upon receipt of the Borrower’s notice of the Increased Amount Date and in respect thereof of Incremental Commitments and the Incremental Banks.

(e) The terms and provisions of the Incremental Commitments and any Borrowing in respect of such Incremental Commitments shall be, except as otherwise set forth herein, identical to the Commitments on the Amendment Effective Date and any other Loans made under this Agreement.

(f) It is understood that any increase in the amount of the Commitments pursuant to this Section 2.17 shall not constitute an amendment of this Agreement or the Notes and that no Bank shall have any obligation to participate in such increase except in its absolute and sole discretion.

Section 2.18. *Replacement of Banks.* (a) If (i) any Bank requests payment of, or the Borrower is otherwise required to pay to any Bank, any amount pursuant to Section 2.07(c)(ii) or Section 8.03, or (ii) any Bank becomes a Defaulting Bank, then the Borrower may, at its sole expense and effort, upon notice to such Bank and the Administrative Agent, require such Bank to assign and delegate, without recourse, all its interests, rights and obligations under this Agreement to an Assignee (which Assignee may be another Bank, if such other

Bank agrees to accept such assignment) that shall assume such obligations pursuant to an Assignment and Assumption Agreement in substantially the form of Exhibit D hereto which shall be executed by such Assignee and (except as otherwise provided in this) Section 2.18(a) such transferor Bank; *provided*, that (A) the Borrower shall have received the prior written consent of the Administrative Agent (and if a Commitment is being assigned, the Issuing Bank), which consent shall not unreasonably be withheld, conditioned or delayed, (B) such transferor Bank shall have received payment of an amount equal to the outstanding principal of its Loans and participations in L/C Obligations, accrued interest thereon, accrued fees and all other amounts payable to it hereunder (in each case, if any), from the Assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts), which amounts shall be the only amounts payable to such transferor Bank in respect of such assignment and delegation, (C) any Bank being replaced pursuant to this Section 2.18(a) shall be deemed to have granted to the Administrative Agent the authority to act as its attorney-in-fact solely for the purpose of executing such Assignment and Assumption Agreement, and (D) in the case of any such assignment and delegation resulting from a request or claim for payment under Section 8.03, such assignment will result in a reduction in any payments due to such transferor Bank on a dollar-for-dollar basis to the extent that such assignment eliminates or reduces the amount that such transferor Bank is entitled to receive under Section 8.03. A Bank shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Bank or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply. Upon execution and delivery by the Assignee and (except as otherwise provided in this Section 2.18(a)) the transferor Bank of the Assignment and Assumption Agreement referred to above and payment by such Assignee to such transferor Bank of the amount (if any) payable by such Assignee pursuant to clause (B) above: (1) such Assignee shall be a Bank party to this Agreement and shall have all the rights and obligations of a Bank with a Commitment equal to such transferor Bank's Commitment immediately prior to the effectiveness of such assignment and delegation (or, if there is more than one Assignee, the respective portion of such Commitment agreed to be assumed by each such Assignee). Upon the consummation of any such assignment and delegation, the transferor Bank, the Administrative Agent and the Borrower shall make appropriate arrangements so that, if required, a new Note is issued to the Assignee. If the Assignee is not incorporated under the laws of the United States of America or a state thereof, it shall, prior to the first date on which interest or fees are payable hereunder for its account, deliver to the Borrower and the Administrative Agent certification as to exemption from deduction or withholding of any United States federal income taxes in accordance with Section 2.16. In connection with any assignment pursuant to this Section 2.18(a), (I) the Borrower shall cause to be paid to the Administrative Agent an administrative fee for processing such assignment in the amount of \$3,500, and (II) notwithstanding anything to the contrary set forth herein, and without limiting the authority set forth in the immediately preceding clause (C), if the transferor Bank does not

execute and deliver to the Administrative Agent a duly completed Assignment and Assumption Agreement reflecting such assignment within five Domestic Business Days of the date on which the Assignee executes and delivers such Assignment and Assumption Agreement to the transferor Bank, then such transferor Bank shall be deemed to have executed and delivered such Assignment and Assumption Agreement.

(b) If (i) any Bank requests payment of, or the Borrower is otherwise required to pay to any Bank, any amount pursuant to Section 2.07(c)(ii) or Section 8.03 or (ii) any Bank becomes a Defaulting Bank, the Borrower may, upon at least two Domestic Business Days' written notice to the Administrative Agent, and provided that no Default or Event of Default has occurred and is continuing, terminate the Commitment of such Bank (without affecting the Commitment of any other Bank) and, in connection therewith, prepay the outstanding Loans and L/C Advances of such Bank in full at par, together with accrued interest thereon, accrued fees and any other amounts payable hereunder for the account of such Bank; *provided that* in connection with such termination, the parties hereto shall comply with the procedures set forth in Section 2.19(a)(iv) (it being understood that for purposes of this proviso, such Bank shall be deemed to be a Defaulting Bank). Any such prepayment pursuant to this Section 2.18(b) shall be subject to the provisions of Section 2.14 hereof.

(c) With respect to a demand for compensation from a Bank pursuant to Section 8.03(a), the Borrower's rights under Section 2.18(a) shall be an alternative to the Borrower's rights under Section 8.04.

Section 2.19. *Defaulting Banks.* (a) Notwithstanding any provision of this Agreement to the contrary, if any Bank becomes a Defaulting Bank, then the following provisions shall apply for so long as such Bank is a Defaulting Bank:

(i) facility fees shall cease to accrue, or to be payable by the Borrower, on the unfunded portion of the Commitment of such Defaulting Bank pursuant to Section 2.09(a) for the account of such Defaulting Bank or otherwise; provided, for the avoidance of doubt, that, to the extent Loans made by such Defaulting Bank are repaid by the Borrower, no facility fees shall accrue or be payable on that portion of such Defaulting Bank's Commitment corresponding to such repaid amount;

(ii) Letter of Credit Fees shall cease to accrue, or to be payable by the Borrower, on the Pro Rata Share of a Letter of Credit of such Defaulting Bank pursuant to Section 2.09(c) for the account of such Defaulting Bank or otherwise;

(iii) the Commitment, Credit Exposure or Competitive Loans of such Defaulting Bank shall not be included in determining whether all Banks or the Required Banks have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification

pursuant to Section 9.05); *provided, however*, that this clause (iii) shall not (subject to Section 9.05) apply to the vote of a Defaulting Bank in the case of an amendment, waiver or other modification specifically requiring the consent of such Bank or each Bank affected thereby (and in circumstances where the consent of “all Banks” is required, such Defaulting Bank’s vote shall not be included except (A) such Defaulting Bank’s Commitment may not be increased or extended without its consent and (B) the principal amount of, or interest or fees payable on, Loans or L/C Borrowings may not be reduced or excused or the scheduled date of payment may not be postponed as to such Defaulting Bank without such Defaulting Bank’s consent); and

(iv) if any L/C Obligation exists at the time such Bank becomes a Defaulting Bank then:

(A) provided that no Default or Event of Default exists, all or any part of such Defaulting Bank’s Pro Rata Share of the Outstanding Amount of all L/C Obligations shall be reallocated among the non-Defaulting Banks in accordance with their respective Pro Rata Shares but only to the extent the aggregate principal amount of Revolving Loans of all non-Defaulting Bank’s plus such Defaulting Bank’s Pro Rata Share of the Outstanding Amount of all L/C Obligations do not exceed the total of all non-Defaulting Banks’ Commitments;

(B) if the reallocation described in clause (A) above cannot, or can only partially, be effected, the Borrower shall within one Domestic Business Day following notice by the Administrative Agent Cash Collateralize for the benefit of the Issuing Bank such Defaulting Bank’s Pro Rata Share of the Outstanding Amount of all L/C Obligations (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.20(e)(i) for so long as such L/C Obligations are outstanding;

(C) if the Borrower Cash Collateralizes any portion of such Defaulting Bank’s L/C Obligations pursuant to clause (B) above, the Borrower shall not be required to pay any fees to such Defaulting Bank pursuant to Section 2.09(c) with respect to such L/C Obligations during the period such Defaulting Bank’s L/C Obligations are Cash Collateralized;

(D) if the L/C Obligations of the non-Defaulting Banks are reallocated pursuant to clause (A) above, then the fees payable to the Banks pursuant to Section 2.09(a) and Section 2.09(c) shall be adjusted in accordance with such non-Defaulting Banks’ Pro Rata Shares; and

(E) if all or any portion of such Defaulting Bank's L/C Obligations are neither reallocated nor Cash Collateralized pursuant to clause (A) or (B) above, then, without prejudice to any rights or remedies of the Issuing Bank or any other Bank hereunder, all facility fees that otherwise would have been payable to such Defaulting Bank (solely with respect to the portion of such Defaulting Bank's Commitment that was utilized by such L/C Obligations) and Letter of Credit Fees payable under Section 2.09(c) with respect to such Defaulting Bank's L/C Obligations shall be payable to the Issuing Bank until and to the extent that such L/C Obligations are reallocated and/or Cash Collateralized; and

(b) So long as any Bank is a Defaulting Bank, the Issuing Bank shall not be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the Defaulting Bank's related exposure and its then outstanding L/C Advance will be 100% covered in accordance with the terms of this Agreement by the Commitments of the non-Defaulting Banks and/or cash collateral will be provided by the Borrower in accordance with Section 2.19(a)(iv), and participating interests in any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Banks in a manner consistent with Section 2.19(a)(iv)(A) (and such Defaulting Bank shall not participate therein).

In the event that the Administrative Agent, the Borrower, and the Issuing Bank each agrees that a Defaulting Bank has adequately remedied all matters that caused such Bank to be a Defaulting Bank, then the L/C Obligations of the Banks shall be readjusted to reflect the inclusion of such Bank's Commitment and on such date such Bank shall purchase at par such of the Loans of the other Banks as the Administrative Agent shall determine may be necessary in order for such Bank to hold such Loans in accordance with its Pro Rata Share.

(c) At the Borrower's option, the Borrower may elect to terminate the Commitment of any Defaulting Bank upon notice to such Defaulting Bank and the Administrative Agent (irrespective of whether such Defaulting Bank holds any outstanding Loans) and such notice shall be effective upon receipt by both the Defaulting Bank and the Administrative Agent; *provided* that, for the avoidance of doubt, if such Defaulting Bank holds any Loans, and such Loans are not assigned pursuant to Section 2.18 or otherwise, then such Defaulting Bank shall continue to hold such Loans until such time as such Loans are repaid by the Borrower or assigned pursuant to this Agreement. Upon termination of a Bank's Commitment under this Section 2.19, the Borrower shall (x) to the extent applicable after giving effect to Section 2.19(a)(iv) and any Cash Collateral provided by the Defaulting Bank, Cash Collateralize such Defaulting Bank's Pro Rata Share of the aggregate undrawn amount of all outstanding Letters of Credit, (y) subject to Section 2.19(a), pay or cause to be paid all accrued facility fees or Letter of Credit Fees payable to such Bank and all other amounts due and payable to such Bank hereunder and (z) if such Bank is an Issuing Bank, the Borrower

shall pay to the Administrative Agent for deposit an amount equal to the available amount of all Letters of Credit issued by such Issuing Bank, and upon such payments, the obligations of such Bank hereunder with respect to such unused Commitment which have been terminated shall, by the provisions hereof, be released and discharged.

Section 2.20. Issuance of Letters of Credit; Drawings and Reimbursements; Auto-Extension Letters of Credit; Funding of Participations.

(a) Procedures for Issuance and Amendment of Letters of Credit; Auto-Extension Letters of Credit. (i) Each Letter of Credit shall be issued or amended, as the case may be, from time to time upon the request of the Borrower delivered to an Issuing Bank (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Borrower and may, at the request of the Borrower, include the issuance of a Back-Up Letter of Credit. For the avoidance of doubt, the Borrower shall be the sole party to any Letter of Credit Application notwithstanding that any Letter of Credit may be issued or amended, as the case may be, for the account of the Borrower, its Consolidated Entities, its Members or any member of its Consolidated Entities. Such Letter of Credit Application must be received by such Issuing Bank and the Administrative Agent not later than 2:00 p.m. (New York City time) at least one (1) Domestic Business Day (or such later date and time as the Administrative Agent and the Issuing Bank may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the respective Issuing Bank: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Domestic Business Day); (B) the amount thereof; (C) the expiry date thereof (which date shall be not later than the earlier of (1) the date which is twelve (12) months after the proposed issuance date and (2) the Letter of Credit Expiration Date (or such later date as may be agreed by the Banks in accordance with Section 2.01(c)(i)); (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; and (G) such other matters as such Issuing Bank may require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the respective Issuing Bank (w) the Letter of Credit to be amended; (x) the proposed date of amendment thereof (which shall be a Domestic Business Day); (y) the nature of the proposed amendment; and (z) such other matters as such Issuing Bank may require. Additionally, the Borrower shall furnish to the Issuing Bank and the Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as the Issuing Bank or the Administrative Agent may reasonably require; *provided* that furnishing such documents shall not adversely affect the timing of such Letter of Credit issuance or amendment.

(ii) Promptly after receipt of any Letter of Credit Application, the Issuing Bank will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit Application from the Borrower and, if not, such Issuing Bank will provide the Administrative Agent with a copy thereof. Unless such Issuing Bank has received written notice from any Bank, the Administrative Agent or the Borrower, at least one (1) Domestic Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit, that one or more applicable conditions contained in Article 3 shall not then be satisfied, then, subject to the terms and conditions hereof, such Issuing Bank shall, on the requested date, make an L/C Credit Extension for the account of the Borrower, its Consolidated Entities, its Members or any member of its Consolidated Entities, or enter into the applicable amendment, as the case may be, in each case in accordance with such Issuing Bank's usual and customary business practices. Immediately upon the making of each L/C Credit Extension, each Bank shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from such Issuing Bank a risk participation in such L/C Credit Extension in an amount equal to the product of such Bank's Pro Rata Share times the amount of such L/C Credit Extension.

(iii) If the Borrower so requests in any applicable Letter of Credit Application, (i) upon the expiration of the initial term of each Letter of Credit, such Letter of Credit shall terminate or (ii) upon the expiration of the initial and each successive term of each Letter of Credit, such Letter of Credit shall then be automatically extended for successive one-year terms (each such automatically extending Letter of Credit, an "**Auto-Extension Letter of Credit**"), except that the last term in each case shall in any event expire not later than the Letter of Credit Expiration Date (or such later date as may be agreed by the Banks in accordance with Section 2.01(c)(i)); *provided* that any such Auto-Extension Letter of Credit must permit such Issuing Bank to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) or upon notice to such Issuing Bank by the Administrative Agent or the Borrower of an Event of Default pursuant to Section 6.01(i), by giving prior notice to the beneficiary thereof not later than a Domestic Business Day (the "**Non-Extension Notice Date**") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by such Issuing Bank, the Borrower shall not be required to make a specific request to such Issuing Bank for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Banks shall be deemed to have authorized (but may not require) such Issuing Bank to permit the extension of such Letter of Credit at any time to an expiry date not later than the Letter of Credit Expiration Date (or such later date as may be agreed by the Banks in accordance with Section 2.01(c)(i)); *provided, however*, that such Issuing

Bank shall not permit any such extension if such Issuing Bank has determined that it would not be permitted at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of Section 2.01(c)(i), or otherwise), or it has received notice (which may be by telephone or in writing) on or before the day that is five Domestic Business Days before the Non-Extension Notice Date from the Administrative Agent that the Required Banks have elected not to permit such extension or from the Administrative Agent or any Bank that one or more of the applicable conditions specified in Section 3.03 is not then satisfied, and in each such case directing such Issuing Bank not to permit such extension.

(iv) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, such Issuing Bank will also deliver to the Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment thereof.

(b) *Drawings and Reimbursements; Funding of Participations.* (i) On the date of receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the Issuing Bank shall notify the Administrative Agent and the Borrower thereof (and simultaneously deliver a copy of the applicable site draft/drawing notice to the Borrower and the Administrative Agent thereof). Not later than (A) the Domestic Business Day the Borrower receives notice from the Issuing Bank that payment under a Letter of Credit will be made on such date, if the Borrower shall have received such notice on or prior to 11:00 a.m. (New York City time) on such date, or (B) on the immediately following Domestic Business Day, if the Borrower shall have received such notice after 11:00 a.m. (New York City time) (either of such dates, as applicable, the “**Honor Date**”), the Borrower shall reimburse such Issuing Bank through the Administrative Agent whether with its own funds or with the proceeds of Loans in an amount equal to the amount of such drawing. If the Borrower fails to so reimburse such Issuing Bank by such time, the Administrative Agent shall promptly notify each Bank of the Honor Date, the amount of the unreimbursed drawing (the “**Unreimbursed Amount**”), and the amount of such Bank’s Pro Rata Share thereof. In such an event, the Borrower shall be deemed to have requested a Borrowing of Base Rate Loans to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, and, so long as no Default has occurred and is continuing, such disbursement shall be deemed to occur automatically without further act and without regard to the minimum and multiples specified in Section 2.01 for the principal amount of Base Rate Loans (but subject to the other conditions set forth in Section 2.01) and without need to satisfy the conditions set forth in Section 3.03. Any notice given by such Issuing Bank or the Administrative Agent pursuant to this Section 2.20(b) may be given by telephone if immediately confirmed in writing; *provided* that the

lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Bank (including the Bank acting as Issuing Bank) shall upon any notice pursuant to Section 2.20(b)(i) make funds available to the Administrative Agent for the account of such Issuing Bank in an amount equal to its Pro Rata Share of the Unreimbursed Amount with respect to such Letter of Credit not later than 1:00 p.m. (New York City time) on the Domestic Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.20(b)(iii), each Bank that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to such Issuing Bank.

(iii) With respect to any Unreimbursed Amount that is not fully refinanced by a Borrowing of Base Rate Loans because the conditions set forth in Section 2.20(b)(i) have not been satisfied or for any other reason, the Borrower shall be deemed to have incurred from the Issuing Bank an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at a rate equal to the sum of (A) the Base Rate in effect from time to time, *plus* (B) the Base Rate Margin in effect from time to time, *plus* (C) *2% per annum*. In such an event, each Bank's payment to the Administrative Agent for the account of such Issuing Bank pursuant to Section 2.20(b)(iii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Bank in satisfaction of its participation obligation under this Section 2.20.

(iv) Until each Bank funds its Loan or L/C Advance pursuant to this Section 2.20(b) to reimburse such Issuing Bank for any Unreimbursed Amount in respect of such Letter of Credit, interest in respect of such Bank's Pro Rata Share of the related Unreimbursed Amount shall be solely for the account of such Issuing Bank.

(v) Each Bank's obligation to make Loans or L/C Advances to reimburse any Issuing Bank for Unreimbursed Amounts in respect of such Letter of Credit, as contemplated by this Section 2.20(b), shall be irrevocable, absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Bank may have against the Issuing Bank, the Borrower or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing. No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Borrower to reimburse any Issuing Bank for the amount of any

payment made by the Issuing Bank under any Letter of Credit, together with interest as provided herein.

(vi) If any Bank fails to make available to the Administrative Agent for the account of any Issuing Bank any amount required to be paid by such Bank pursuant to the foregoing provisions of this Section 2.20(b) by the time specified in Section 2.20(b)(ii), such Issuing Bank shall be entitled to recover from such Bank (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to such Issuing Bank at a rate *per annum* equal to the Federal Funds Rate from time to time in effect. A certificate of such Issuing Bank submitted to any Bank (through the Administrative Agent) with respect to any amounts owing under this Section 2.20(b)(vi) shall be conclusive absent manifest error.

(c) *Repayment of Participations.* (i) At any time after an Issuing Bank has made a payment under any Letter of Credit and has received from any Bank such Bank's L/C Advance in respect of such payment in accordance with Section 2.20(b), if the Administrative Agent receives for the account of such Issuing Bank any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the Borrower or otherwise, including the proceeds of Cash Collateral, if any, applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Bank its Pro Rata Share thereof (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Bank's L/C Advance was outstanding) in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of an Issuing Bank pursuant to Section 2.20(b)(i) is required to be returned under any circumstances (including pursuant to any settlement entered into by such Issuing Bank in its discretion), each Bank shall pay to the Administrative Agent for the account of such Issuing Bank its Pro Rata Share thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Bank, at a rate *per annum* equal to the Federal Funds Rate from time to time in effect.

(d) *Role of Issuing Bank.* Each Bank and the Borrower agree that, in paying any drawing under a Letter of Credit, each Issuing Bank shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by any Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the Issuing Bank, the Administrative Agent nor any of the respective correspondents, participants or assignees of such Issuing Bank, nor any of their respective officers, directors, agents, employees, attorneys and advisors, shall be liable to any Bank for (i) any

action taken or omitted in connection herewith at the request or with the approval of the Banks or the Required Banks, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Letter of Credit Application.

(e) *Cash Collateral.* (i) Upon the occurrence and during the continuance of any Event of Default, at the request of the Administrative Agent or the Required Banks, if, as of the Letter of Credit Expiration Date (or, if the expiry date of such Letter of Credit is after the Letter of Credit Expiration Date (as may be agreed by the Banks in accordance with Section 2.01(c)(i)), as of such later expiry date), any Letter of Credit for any reason remains outstanding and partially or wholly undrawn, the Borrower shall immediately Cash Collateralize the then Outstanding Amount of all L/C Obligations (in an amount equal to such Outstanding Amount determined as of the date of such Letter of Credit Expiration Date (or such later date as may be agreed by the Banks in accordance with Section 2.01(c)(i)), as the case may be).

(ii) The Borrower, and to the extent provided by any Bank, such Bank hereby grants to the Administrative Agent, for the benefit of each Issuing Bank and the Banks, a security interest in all such cash, deposit accounts, securities accounts and all balances held in the Cash Collateral Account and all proceeds of the foregoing. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Upon the drawing of any Letter of Credit for which funds are on deposit as Cash Collateral, such funds shall be applied, to the extent permitted under Applicable Law, to reimburse each Issuing Bank and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the L/C Obligations at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Banks with L/C Obligations representing at least 51% of the total L/C Obligations), be applied to satisfy other obligations of the Borrower under this Agreement.

(iii) The Administrative Agent shall invest for the account of the Borrower the funds from time to time held by it in the Cash Collateral Account in such overnight U.S. treasury or similar short-term instruments as are selected by the Borrower and approved by the Administrative Agent, and shall maintain records adequate to determine the interest from time to time earned on such funds. The Administrative Agent shall have no responsibility for any loss on any investments made by it with respect to the funds in such Cash Collateral Account.

(f) *Applicability of ISP and UCP.* Unless otherwise expressly agreed by an Issuing Bank and the Borrower upon issuing an L/C Credit Extension, (i) the rules of the ISP shall apply to each Standby Letter of Credit, and (ii) the rules of the Uniform Customs and Practice for Documentary Credits, as most recently

published by the International Chamber of Commerce at the time of issuance, shall apply to each Trade Letter of Credit or Backup Letter of Credit in support of a trade letter of credit issued by the Borrower.

(g) *Conflict with Issuer Documents.* In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

(h) *Letters of Credit Issued for Consolidated Entities, Members, members of Consolidated Entities or Beneficiaries of Letter of Credit Issued by the Borrower.* Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Consolidated Entity, Member or member of a Consolidated Entity, the Borrower shall be obligated to reimburse the Issuing Bank hereunder for any and all drawings under such Letter of Credit. The Borrower hereby acknowledges that the L/C Credit Extensions for the account of Consolidated Entities, Members or members of the Consolidated Entities inure to the benefit of the Borrower, and that the Borrower's business derives substantial benefits from the businesses of such Consolidated Entities, Members and members of such Consolidated Entities.

(i) *Letter of Credit Reports.* Each Issuing Bank shall furnish (A) to the Administrative Agent (with a copy to the Borrower) on the first Domestic Business Day of each month a written report summarizing issuance and expiration dates of L/C Credit Extensions issued during the preceding month and drawings during such month under each Letter of Credit and (B) to the Administrative Agent and each Bank (with a copy to the Borrower) on the first Domestic Business Day of each calendar quarter a written report setting forth the average daily aggregate L/C Obligations during the preceding calendar quarter of all Letters of Credit.

(j) *Obligations Absolute.* The obligation of the Borrower to reimburse each Issuing Bank for each drawing under each Letter of Credit and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, the Notes, the Issuer Documents or any other instrument in connection herewith;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that the Borrower or any Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), such Issuing Bank or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such

Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) any payment by such Issuing Bank under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit (so long as such draft or certificate substantially complies with such terms); or any payment made by such Issuing Bank under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit; or

(v) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower.

The Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it pursuant to Section 2.20(a)(iv) and, in the event of any claim of noncompliance with the Borrower's instructions or other irregularity, the Borrower will notify the Issuing Bank promptly upon becoming aware thereof. The Borrower shall be conclusively deemed to have waived any such claim against the Issuing Bank and its correspondents unless such notice is given as aforesaid.

(k) *Liability.* The Borrower assumes all risks of the acts or omissions of any beneficiary or transferee of any Letter of Credit with respect to such Letter of Credit; *provided, however,* that this assumption is not intended to, and shall not, preclude the Borrower from pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. Neither any Issuing Bank, any of its affiliates, nor any of its respective officers, directors, agents, employees, attorneys and advisors shall be liable or responsible for: (i) the use that may be made of any Letter of Credit or any acts or omissions of any beneficiary or transferee in connection therewith; (ii) the validity, sufficiency or genuineness of documents, or of any endorsement thereon, even if such documents should prove to be in any or all respects invalid, insufficient, fraudulent or forged; (iii) payment by such Issuing Bank against presentation of documents that do not comply with the terms of any Letter of Credit (so long as such draft or certificate substantially complies with such terms); or (iv) any other circumstances whatsoever in making or failing to make payment under any Letter

of Credit, except that, anything in such clauses (i) through (iv) to the contrary notwithstanding, the Borrower shall have a claim against such Issuing Bank, and such Issuing Bank shall be liable to the Borrower, to the extent of any direct (but not special, indirect, consequential or punitive) damages suffered by the Borrower that the Borrower proves were caused by (A) such Issuing Bank's willful misconduct or gross negligence as determined in a final, non-appealable judgment by a court of competent jurisdiction in determining whether documents presented under any Letter of Credit comply with the terms thereof or (B) such Issuing Bank's willful failure to make lawful payment under any Letter of Credit after the presentation to it by the beneficiary of a draft and certificate(s) strictly complying with the terms and conditions of any Letter of Credit. In furtherance and not in limitation of the foregoing, such Issuing Bank may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary.

(l) *Replacement or Addition of Issuing Bank.* An Issuing Bank may be replaced or added at any time by written agreement among the Borrower, the Administrative Agent (unless, in the case of the replacement of an Issuing Bank, the successor Issuing Bank is a Bank and, if applicable, such agreement not to be unreasonably withheld, conditioned or delayed) and the successor or additional Issuing Bank, as applicable. The Administrative Agent shall notify the Banks of any such replacement or addition, as applicable, of an Issuing Bank. Where an Issuing Bank is replaced, at the time such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for account of the replaced Issuing Bank. Furthermore, from and after the effective date of such replacement, the successor Issuing Bank, shall have all the rights and obligations of the replaced Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter. References herein to the term "Issuing Bank" shall be deemed to refer to any successor or additional Issuing Bank, as applicable, or to any previous Issuing Bank, or to any successor or additional Issuing Banks, as applicable, and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

Section 2.21. [Reserved]

Section 2.22. *Extension of Commitment Termination Date.* (a) The Borrower may, by notice to the Administrative Agent (which shall promptly notify the Banks) not earlier than 45 days prior to any anniversary of November 28, 2022 (each, an "**Anniversary Date**") but no later than 30 days prior to any such Anniversary Date, request that each Bank extend such Bank's Commitment Termination Date for an additional one year after the Commitment Termination Date then in effect for such Bank hereunder (the "**Existing Commitment Termination Date**"); *provided, however*, the Borrower may request no more than two extensions pursuant to this Section.

(b) In the event it receives a notice from the Administrative Agent pursuant to Section 2.22(a), each Bank, acting in its sole and individual discretion, shall, by notice to the Administrative Agent given not earlier than 30 days prior to the applicable Anniversary Date and not later than the date (the “**Bank Extension Notice Date**”) that is 20 days prior to the applicable Anniversary Date, advise the Administrative Agent whether or not such Bank agrees to such extension (and each Bank that determines not to so extend its Existing Commitment Termination Date (a “**Non-Extending Bank**”) shall notify the Administrative Agent of such fact promptly after such determination (but in any event no later than the Bank Extension Notice Date)), and any Bank that does not so advise the Administrative Agent on or before the Bank Extension Notice Date shall be deemed to be a Non-Extending Bank. The election of any Bank to agree to any such extension shall not obligate any other Bank to so agree.

(c) The Administrative Agent shall notify the Borrower of each Bank’s determination (or deemed determination) under this Section no later than the date that is 15 days prior to the applicable Anniversary Date, or, if such date is not a Business Day, on the next preceding Business Day (the “**Specified Date**”).

(d) The Borrower shall have the right on or before the fifth Business Day after the Specified Date (the “**Extension Date**”) to replace each Non-Extending Bank (i) with an existing Bank, and/or (ii) by adding as “Banks” under this Agreement in place thereof, one or more Persons (each Bank in clauses (i) and (ii), an “Additional Commitment Bank”), each of which Additional Commitment Banks shall be an Assignee and shall have entered into an agreement in form and substance satisfactory to the Borrower and the Administrative Agent pursuant to which such Additional Commitment Bank shall, effective as of the Extension Date, undertake a Commitment (and, if any such Additional Commitment Bank is already a Bank, its Commitment shall be in addition to such Bank’s Commitment hereunder on such date); provided that the aggregate amount of the Commitments for all Additional Commitment Banks shall be no more than the aggregate amount of the Commitments of all Non-Extending Banks; provided, further, that the existing Banks shall have the right to increase their Commitments up to the amount of the Non-Extending Banks’ Commitments before the Borrower shall have the right to substitute any other Person for any Non-Extending Bank.

(e) If (and only if) the aggregate amount of the Commitments of the Banks that have agreed to extend their Existing Commitment Termination Dates plus the aggregate additional Commitments of the Additional Commitment Banks shall be more than 50% of the aggregate amount of the Commitments in effect immediately prior to the Specified Date, then, effective as of the Extension Date, the Existing Commitment Termination Date of each Bank agreeing to an extension and of each Additional Commitment Bank shall be extended to the date that is one year after the Existing Commitment Termination Date, and each Additional Commitment Bank shall thereupon become a “Bank” for all purposes of this Agreement.

(f) Notwithstanding the foregoing, the extension of any Bank's Existing Commitment Termination Date (and the accession of each Additional Commitment Bank) pursuant to this Section shall be effective on the Extension Date only if (i) the following statements shall be true: (A) no Default or Event of Default has occurred and is continuing, or would result from the extension of the Existing Commitment Termination Date and (B) all the representations and warranties of the Borrower set forth in this Agreement shall be true and correct in all material respects (without duplication of materiality qualifications otherwise set forth in such representations and warranties, before and after giving effect to such extension), and (ii) on or prior to the Extension Date the Administrative Agent shall have received the following, each dated the Extension Date and in form and substance satisfactory to the Administrative Agent: (1) a certificate signed by any one of the Chief Financial Officer, the Chief Executive Officer, an Assistant Secretary-Treasurer, the Controller or the Vice President, Capital Markets Relations of the Borrower to the effect that the conditions set forth in clauses (c) through (g), inclusive, of Section 3.03 have been satisfied as of the Extension Date and, in the case of clauses (c), (d) and (g), setting forth in reasonable detail the calculations required to establish such compliance, (2) a certificate of an officer of the Borrower acceptable to the Administrative Agent stating that all consents, authorizations, notices and filings required or advisable in connection with the extension of the Existing Commitment Termination Date are in full force and effect, and the Administrative Agent shall have received evidence thereof reasonably satisfactory to it, (3) an opinion of the General Counsel of the Borrower, substantially in the form of Exhibit C hereof, provided that an enforceability opinion under New York law, that is reasonably acceptable to the Administrative Agent, shall be furnished by the Borrower's New York counsel, Foley & Lardner LLP, subject to customary assumptions, qualifications and limitations and (4) such other documents reasonably requested by the Administrative Agent in connection with any such transaction.

(g) Subject to subsection (e) above, the Commitment of any Non-Extending Bank that has not been replaced pursuant to subsection (d) above shall (i) automatically terminate on its Existing Commitment Termination Date or (ii) at the option of the Borrower, with respect to the Commitments of all Non-Extending Banks that have advised the Borrower of their unwillingness to agree to an extension in response to a notice delivered pursuant to Section 2.22(a), terminate on any Anniversary Date occurring prior thereto (in each case without regard to any extension by any other Bank); it being understood and agreed that such Non-Extending Bank's participations in Letters of Credit outstanding on such Existing Commitment Termination Date or such Anniversary Date, as the case may be, shall terminate thereon and any and all fees and expenses owed to each Non-Extending Bank as of that date shall be paid by the Borrower to such Non-Extending Bank.

ARTICLE 3
Conditions

Section 3.01. *Effectiveness.* (i) The Existing Credit Agreement became effective on the Effective Date and (ii) this Agreement shall become effective on the date (the “**Amendment Effective Date**”) on which the Administrative Agent shall have received the following documents or other items, each dated the Amendment Effective Date unless otherwise indicated:

(a) receipt by the Administrative Agent of counterparts hereof signed by each of the parties hereto (or, in the case of any party as to which an executed counterpart shall not have been received, receipt by the Administrative Agent in form satisfactory to it in facsimile transmission, electronic submission or other writing from such party of execution of a counterpart hereof by such party);

(b) receipt by the Administrative Agent for the account of each Bank that has requested a Note of a duly executed Note dated on or before the Amendment Effective Date complying with the provisions of Section 2.05;

(c) receipt by the Administrative Agent of an opinion of the General Counsel of the Borrower, substantially in the form of Exhibit C hereto, *provided* that an enforceability opinion under New York law, that is reasonably acceptable to the Administrative Agent, shall be furnished by the Borrower’s New York counsel, Foley & Lardner LLP, subject to customary assumptions, qualifications and limitations;

(d) receipt by the Administrative Agent of a certificate signed by any one of the Chief Financial Officer, the Chief Executive Officer, an Assistant Secretary-Treasurer, the Controller or the Vice President, Capital Markets Relations of the Borrower to the effect that the conditions set forth in clauses (c) through (g), inclusive, of Section 3.03 have been satisfied as of the Amendment Effective Date and, in the case of clauses (c), (e) and (g), setting forth in reasonable detail the calculations required to establish such compliance;

(e) receipt by the Administrative Agent, with a copy for each Bank, of a certificate of an officer of the Borrower acceptable to the Administrative Agent stating that all consents, authorizations, notices and filings required or advisable in connection with this Agreement are in full force and effect, and the Administrative Agent shall have received evidence thereof reasonably satisfactory to it;

(f) receipt by the Administrative Agent and the Syndication Agent (or their respective assigns) and by each Bank Party of all fees required to be paid in the respective amounts heretofore mutually agreed in writing, and all expenses for which invoices have been presented, on or before the Amendment Effective Date;

(g) receipt by the Administrative Agent and the Banks of all documentation and other information requested by the Administrative Agent or such Bank and required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including, without limitation, the USA PATRIOT Act (Title III of Pub. L. 107-56); and

(h) receipt by the Administrative Agent of all documents the Required Banks may reasonably request relating to the existence of the Borrower, the corporate authority for and the validity of this Agreement and the Notes, and any other matters relevant hereto, all in form and substance reasonably satisfactory to the Administrative Agent.

The Administrative Agent shall promptly notify the Borrower and the Bank Parties of the Amendment Effective Date, and such notice shall be conclusive and binding on all parties hereto.

Section 3.02. *[Reserved]*

Section 3.03. *Borrowings and L/C Credit Extensions.* The obligation of any Bank to make a Loan on the occasion of any Borrowing and the obligation of the Issuing Bank to issue, amend or increase the principal amount thereof or extend any Letter of Credit (other than an extension pursuant to an Auto-Extension Letter of Credit in accordance with the original terms thereof) is subject to the satisfaction of the following conditions, in each case at the time of such Borrowing or L/C Credit Extensions and immediately thereafter:

(a) The Amendment Effective Date shall have occurred on or prior to November 15, 2022;

(b) receipt by the Administrative Agent of a Notice of Borrowing as required by Section 2.02 or 2.03, as the case may be;

(c) the fact that the Borrower is in compliance with Section 7.11 of the 1994 Indenture, as such Indenture is in effect as of the Effective Date and the Amendment Effective Date;

(d) Prior to the Commitment Termination Date, the fact that the sum of (i) the aggregate outstanding principal amount of the Loans and (ii) the Outstanding Amount of L/C Obligations will not exceed the Aggregate Commitments (as such Commitments may be increased or decreased from time to time in accordance with the terms and conditions of this Agreement);

(e) the fact that no Default shall have occurred and be continuing;

(f) the fact that the representations and warranties of the Borrower (in the case of a Borrowing or L/C Credit Extension, other than the representations set forth in Section 4.02(c), Section 4.03 and Section 4.14) contained in this Agreement shall be true in all material respects (other than any such

representations or warranties that, by their terms, refer to a specific date other than the date of Borrowing or L/C Credit Extension, in which case such representations and warranties shall be true in all material respects as of such specific date); *provided that*, (i) in the case of the representations set forth in Section 4.02(a) and Section 4.02(b) being made after the Amendment Effective Date shall be deemed to refer to the most recent balance sheets and statements furnished pursuant to Section 5.03(b)(ii) and Section 5.03(b)(i), respectively and (ii) in the case of the representation set forth in Section 4.06 being made after the Amendment Effective Date, such representation shall be true except to the extent not reasonably expected to have a material adverse effect on the business, financial position or results of operations of the Borrower; and

(g) the fact that (i) there shall be no collateral securing Bonds issued pursuant to any Indenture of a type other than the types of collateral permitted to secure Bonds issued pursuant to such Indenture as of the date hereof, (ii) the allowable amount of eligible collateral then pledged under any Indenture shall not exceed 150% of the aggregate principal amount of Bonds then outstanding under such Indenture and (iii) no collateral shall secure Bonds other than (A) eligible collateral under such Indenture, the allowable amount of which is included within the computation under subsection (ii) above or (B) collateral previously so pledged which ceases to be such eligible collateral not as a result of any acts or omissions to act of the Borrower (other than the declaration of an “**event of default**” as defined in a mortgage which results in the exercise of any right or remedy described in such mortgage).

Each Borrowing or L/C Credit Extension hereunder shall be deemed to be a representation and warranty by the Borrower on the date of such Borrowing or L/C Credit Extension as to the facts specified in clauses (c), (d), (e), (f) and (g) of this Section 3.03.

ARTICLE 4 Representations and Warranties

The Borrower makes the following representations, warranties and agreements, which shall survive the execution and delivery of this Agreement and the Notes and the making of the Loans or L/C Credit Extensions:

Section 4.01. *Corporate Existence, Power and Authority.* The Borrower is a cooperative association duly incorporated, validly existing and in good standing under the laws of the District of Columbia and has the corporate power and authority and all material governmental licenses, authorizations, consents and approvals required to own its property and assets and to transact the business in which it is engaged. The Borrower is duly qualified or licensed as a foreign corporation in good standing in every jurisdiction in which the nature of the business in which it is engaged makes such qualification or licensing necessary, except in those jurisdictions in which the failure to be so qualified or licensed would not (after qualification, assuming that the Borrower could so qualify

without the payment of any fee or penalty and retain the rights as they existed prior to such qualification all to an extent so that any fees or penalties required to be so paid or any rights not so retained would not, individually or in the aggregate, have a material adverse effect on the business or financial position of the Borrower), individually or in the aggregate, have a material adverse effect upon the business or financial position of the Borrower and its Consolidated Entities, taken as a whole. The Borrower has the corporate power and authority to execute, deliver and carry out the terms and provisions of this Agreement and the Notes. This Agreement has been, and the Notes when executed and delivered will have been, duly and validly authorized, executed and delivered by the Borrower, and this Agreement constitutes a legal, valid and binding agreement of the Borrower, and the Notes, when executed and delivered by the Borrower in accordance with this Agreement, will constitute legal, valid and binding obligations of the Borrower, in each case enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or law).

Section 4.02. *Financial Statements.* (a) The consolidated balance sheets of the Borrower and its Consolidated Entities as at May 31, 2022 and the related consolidated statements of operations, changes in equity and cash flows for the fiscal year ended May 31, 2022, including the related notes, accompanied by the opinion and report thereon of KPMG LLP, independent public accountants, heretofore delivered to the Banks, present fairly in all material respects in accordance with U.S. GAAP (i) the consolidated financial position of the Borrower and its Consolidated Entities as at the date of said balance sheets and (ii) the consolidated results of the operations of the Borrower and its Consolidated Entities for said fiscal year. The Borrower has no material liabilities (contingent or otherwise) of the type required to be disclosed in financial statements or footnotes which are not disclosed by or reserved against in the most recent audited financial statements or in the notes thereto other than (i) Indebtedness incurred and (ii) loan and guarantee commitments issued in each case by the Borrower in the ordinary course of business since the date of such financial statements. All such financial statements have been prepared in accordance with U.S. GAAP applied on a basis consistent with prior periods, except as disclosed therein. The same representations as are set forth in this Section 4.02 shall be deemed to have been made by the Borrower in respect of the most recent annual and quarterly financial statements of the Borrower and its Consolidated Entities (except that the annual opinion and report of KPMG LLP may be replaced by an opinion and report of another nationally recognized firm of independent public accountants) furnished or required to be furnished to the Banks prior to or at the time of the making of each Loan hereunder, at the time the same are furnished or required to be furnished.

(b) The unaudited consolidated balance sheets of the Borrower and its Consolidated Entities as of August 31, 2022 and the related unaudited

consolidated statements of operations, changes in equity and cash flows for the three months then ended, heretofore delivered to the Banks, present fairly in conformity with U.S. GAAP applied on a basis consistent with the financial statements referred to in subsection (a) of this Section 4.02, the consolidated financial position of the Borrower and its Consolidated Entities as of such date and their consolidated results of operations and changes in financial position for such three-month period (subject to normal year-end adjustments). The Borrower and its Consolidated Entities have no material liabilities (contingent or otherwise) of the type required to be disclosed in financial statements or footnotes which are not disclosed by or reserved against in such financial statements for such three-month period other than (i) Indebtedness incurred and (ii) loan and guarantee commitments issued in each case by the Borrower or its Consolidated Entities in the ordinary course of business since the date of such financial statements.

(c) Since August 31, 2022 and except as disclosed in the Borrower's public filings two Domestic Business Days prior to the date of this Agreement, there has been no material adverse change in the business, financial position or results of operations of the Borrower and its Consolidated Entities, considered as a whole.

Section 4.03. *Litigation.* There are no actions, suits, proceedings or investigations pending or, to the Borrower's knowledge, threatened by or before any court or any Governmental Authority, body or agency or any arbitration board which are reasonably likely to materially adversely affect the business, financial position or results of operations of the Borrower and its Consolidated Entities, taken as a whole or the authority or ability of the Borrower to perform its obligations under this Agreement or the Notes.

Section 4.04. *Governmental Authorizations.* No material authorization, consent, approval or license of, or declaration, filing or registration with or exemption by, any Governmental Authority, body or agency is required in connection with the execution, delivery or performance by the Borrower of this Agreement or the Notes. The Banks acknowledge that the Borrower may file this Agreement with the Securities and Exchange Commission after the Amendment Effective Date.

Section 4.05. *Members' Subordinated Certificates.* The holders of the Borrower's Members' Subordinated Certificates are not and will not be entitled to receive any payments with respect to the principal thereof or interest thereon solely because of withdrawing or being expelled from membership in the Borrower.

Section 4.06. *No Violation of Agreements.* Neither the Borrower nor any Subsidiary is in default in any material respect under any material agreement or other material instrument to which it is a party or by which it is bound or its property or assets may be affected. No event or condition exists which constitutes, or with the giving of notice or lapse of time or both would constitute,

such a default under any such material agreement or other instrument. Neither the execution and delivery of this Agreement or the Notes, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene any material provision of law, statute, rule or regulation to which the Borrower is subject or any material judgment, decree, award, franchise, order or permit applicable to the Borrower, or will conflict or be inconsistent with, or will result in any breach of, any of the material terms, covenants, conditions or provisions of, or constitute (or with the giving of notice or lapse of time, or both, would constitute) a material default under (or condition or event entitling any Person to require, whether by purchase, redemption, acceleration or otherwise, the Borrower to perform any obligations prior to the scheduled maturity thereof), or result in the creation or imposition of any Lien upon any of the property or assets of the Borrower pursuant to the terms of, any material indenture, mortgage, deed of trust, agreement or other instrument to which it may be subject, or violate any provision of the certificate of incorporation or by-laws of the Borrower. Without limiting the generality of the foregoing, the Borrower is not a party to, or otherwise subject to any provision contained in, any instrument evidencing Indebtedness of the Borrower, any agreement or indenture relating thereto or any other material contract or agreement (including its certificate of incorporation and by-laws), which would be violated by the incurring of the Indebtedness to be evidenced by the Notes.

Section 4.07. *No Event of Default under the Indentures.* The Borrower has complied fully with all of the material provisions of each Indenture. No Event of Default (within the meaning of such term as defined in each Indenture) and no event, act or condition (except for possible non-compliance by the Borrower with any immaterial provision of such Indenture which in itself is not such an Event of Default under such Indenture) which with notice or lapse of time, or both, would constitute such an Event of Default has occurred and is continuing under such Indenture. The Borrowings by the Borrower contemplated by this Agreement will not cause such an Event of Default under, or the violation of any covenant contained in, any Indenture.

Section 4.08. *Compliance with ERISA.* The Plans (other than Plans consisting of multiemployer plans (as defined in Section 4001 of ERISA)) are in substantial compliance with ERISA other than any failure to comply that is not reasonably likely to have a material adverse effect on the business, results of operations or financial position of the Borrower, no such Plan is insolvent or in reorganization other than an insolvency or reorganization that is not reasonably likely to have a material adverse effect on the business, results of operations or financial position of the Borrower, and no such Plan has an accumulated or waived funding deficiency within the meaning of Section 412 of the Internal Revenue Code other than any accumulated or waived funding deficiency that is not reasonably likely to have a material adverse effect on the business, results of operations or financial position of the Borrower. No Plan consisting of a multiemployer plan (as defined in Section 4001 of ERISA) is in reorganization. Neither the Borrower nor a Subsidiary of the Borrower nor any member of the

ERISA Group has incurred any material liability (including any material contingent liability) to or on account of a Plan pursuant to Section 4062, 4063, 4064, 4201 or 4204 of ERISA, no proceedings have been instituted to terminate any Plan, and no condition exists which presents a material risk to the Borrower of incurring a material liability to or on account of a Plan pursuant to any of the foregoing Sections of ERISA.

Section 4.09. *Compliance with Other Laws.* The Borrower and each Subsidiary is in compliance with all applicable requirements of law and all applicable rules and regulations of each Federal, State, municipal or other governmental department, agency or authority, domestic or foreign, except to the extent that the failure to comply would not reasonably be expected to have a material adverse effect on the business, financial position or results of operations of the Borrower and its Consolidated Entities, taken as a whole.

Section 4.10. *Tax Status.* The Borrower is exempt from payment of Federal income tax under Section 501(c)(4) of the Internal Revenue Code.

Section 4.11. *Investment Company Act.* The Borrower is not an “investment company” or a company “controlled” by an “investment company”, within the meaning of the Investment Company Act of 1940, as amended.

Section 4.12. *Disclosure.* Neither this Agreement nor any document, certificate, including without limitation any Beneficial Ownership Certification, or financial statement furnished to any Bank by or on behalf of the Borrower in connection herewith (all such documents, certificates and financial statements, taken as a whole) contains, as of the date of delivery thereof and taken as a whole, any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein and therein, in the light of the circumstances under which they were made, not misleading; *provided* that, with respect to projected financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed by it to be reasonable at the time.

Section 4.13. *Subsidiaries.* Each of the Borrower’s corporate Subsidiaries is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all corporate powers and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

Section 4.14. *Environmental Matters.* In the ordinary course of its business, the Borrower conducts reviews, to the extent appropriate given the nature of its business operations, of the effect of Environmental Laws on the business, operations and properties of the Borrower and its Subsidiaries, in the course of which it identifies and evaluates associated liabilities and costs (including, without limitation, any capital or operating expenditures required for clean-up or closure of properties presently or previously owned, any capital or

operating expenditures required to achieve or maintain compliance with environmental protection standards imposed by law or as a condition of any license, permit or contract, any related constraints on operating activities, including any periodic or permanent shutdown of any facility or reduction in the level of or change in the nature of operations conducted thereat, any costs or liabilities in connection with off-site disposal of wastes or Hazardous Substances, and any actual or potential liabilities to third parties, including employees, and any related costs and expenses). On the basis of this review, the Borrower has reasonably concluded that such associated liabilities and costs, including the cost of compliance with Environmental Laws, are unlikely to have a material adverse effect on the business, financial position or results of operations of the Borrower and its Consolidated Entities, considered as a whole.

Section 4.15. *Anti-Corruption Laws and Sanctions.* The Borrower has implemented and maintains in effect policies and procedures designed to cause compliance by the Borrower and its Subsidiaries and, when conducting business of behalf of the Borrower or its Subsidiaries, their respective directors, officers and employees with Anti-Corruption Laws and applicable Sanctions, and the Borrower and its Subsidiaries and, to the knowledge of the Borrower, their respective officers, employees and directors, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Borrower, any Subsidiary or to the knowledge of the Borrower or such Subsidiary any of their respective directors, officers or employees, or (b) to the knowledge of the Borrower, any agent of the Borrower or any Subsidiary that will act in any capacity in connection with or directly benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws or applicable Sanctions.

Section 4.16. *FinCEN Beneficial Ownership Certification.* On the Amendment Effective Date, the Borrower delivered to the Administrative Agent and the Banks a Beneficial Ownership Certification and all documentation and other information requested by the Administrative Agent or such Bank and required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including, without limitation, the USA PATRIOT Act (Title III of Pub. L. 107-56) and the FinCEN beneficial ownership regulations under the Beneficial Ownership Regulation.

ARTICLE 5 Covenants

The Borrower agrees that, so long as any Bank Party has any Commitment hereunder or any amount payable under any Note or any fee payable pursuant to Section 2.09 or any other amount then due and payable hereunder remains unpaid or any Letter of Credit remains outstanding:

Section 5.01. *Corporate Existence.* Except as otherwise permitted by Section 5.02 hereof, the Borrower, at its own cost and expense, will, and will cause each Subsidiary to, do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence, and its material rights and franchises; *provided, however,* that neither the Borrower nor any Subsidiary shall be required to preserve any right or franchise or, in the case of a Subsidiary, its corporate existence, if its Board of Directors shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Borrower or such Subsidiary (*provided* that the termination of the corporate existence of a Subsidiary shall be permitted if the Board of Directors of the Borrower shall determine that its existence is not desirable in the conduct of the business of the Borrower) and that the loss thereof is not disadvantageous in any material respect to the Banks.

Section 5.02. *Disposition of Assets, Merger, Character of Business, etc.* The Borrower will not wind up or liquidate its business or sell, lease, transfer or otherwise dispose of all or substantially all of its assets as an entirety or in a series of related transactions and will not consolidate with or merge with or into any other Person other than a merger with a Subsidiary in which the Borrower is the surviving Person. The Borrower will not engage in any business other than the business contemplated by its certificate of incorporation and by-laws, each as in effect on the Amendment Effective Date.

Section 5.03. *Financial Information.* (a) The Borrower will, and will cause each Subsidiary other than the Subsidiaries listed on Schedule 5.03(a) to, keep its books of account in accordance with U.S. GAAP.

(b) The Borrower will (subject to the last paragraph of this Section 5.03) furnish to the Administrative Agent for distribution to the Banks:

(i) as soon as available and in any event within 60 days after the close of each of the first three quarters of each fiscal year of the Borrower, as at the end of, and for the period commencing at the end of the previous fiscal year and ending with, such quarter, unaudited consolidated balance sheets of the Borrower and its Consolidated Entities and the related unaudited consolidated statements of operations, changes in equity and cash flow of the Borrower and its Consolidated Entities for such quarter and for the portion of the Borrower's fiscal year ended at the end of such quarter, setting forth in each case in comparative form the figures for the corresponding quarter and the corresponding portion of the Borrower's previous fiscal year, all in reasonable detail and certified (subject to normal year-end adjustments) as to fairness of presentation in accordance with U.S. GAAP in all material respects and consistency (except for changes concurred in by the Borrower's independent public accountants) by the Chief Executive Officer, the Chief Financial Officer, an Assistant Secretary-Treasurer or the Controller of the Borrower;

(ii) as soon as practicable and in any event within the earlier of (i) two Domestic Business Days after filing with the Securities and Exchange Commission and (ii) 120 days after the close of each fiscal year of the Borrower, as at the end of and for the fiscal year just closed, consolidated balance sheets of the Borrower and its Consolidated Entities and the related consolidated statements of operations, changes in equity and cash flow for such fiscal year for the Borrower and its Consolidated Entities, all in reasonable detail and certified (without any qualification as to the scope of the audit) by KPMG LLP or other independent public accountants of nationally recognized standing selected by the Borrower, who shall have audited the books and accounts of the Borrower for such fiscal year;

(iii) with reasonable promptness, copies of all regular and periodical reports (including Current Reports on Form 8-K) filed with, or furnished to, the Securities and Exchange Commission;

(iv) promptly after the public announcement of, or promptly after receiving a written notice of, a change (whether an increase or decrease) in any rating issued by either S&P, Moody's or Fitch, solely to the extent that the Borrower is then under an existing contract with such agency for the provision of ratings information pertaining to any securities of, or guaranteed by, the Borrower or any of its Subsidiaries or affiliates, a notice setting forth such change; and

(v) with reasonable promptness, such other information respecting the business, operations and financial condition of the Borrower or any of its Subsidiaries or any Joint Venture as any Bank may, from time to time, reasonably request, including, without limitation, with respect to the performance and observance by the Borrower of the covenants and conditions contained in this Agreement.

Reports or financial information required to be delivered pursuant to clauses (b)(i), (b)(ii) and (b)(iii) of this Section 5.03 shall be deemed to have been delivered on the date on which the Borrower posts such reports or financial information on the Borrower's website (www.nrucfc.org) or at such other website as may be notified to the Administrative Agent and the Banks or when such reports or financial information are posted on the SEC's website at www.sec.gov; *provided*, that the Borrower shall notify the Administrative Agent of any such posting; and *provided* further that the Borrower shall deliver paper copies of the reports or financial information required to be delivered pursuant to clauses (b)(i), (b)(ii) and (b)(iii) of this Section 5.03 to the Administrative Agent, if so requested by any Bank to the Administrative Agent, until written notice to cease delivering such paper copies is given by such Bank to the Administrative Agent.

Section 5.04. *Default Certificates*. Concurrently with each financial statement delivered to the Administrative Agent pursuant to clauses (i) and (ii) of

Section 5.03(b), the Borrower will furnish to the Administrative Agent a certificate signed by the Chief Executive Officer, the Chief Financial Officer, the Vice President, Capital Markets Relations, an Assistant Secretary-Treasurer or the Controller of the Borrower to the effect that the review of the activities of the Borrower during such year or the portion thereof covered by such financial statement and of the performance of the Borrower under this Agreement has been made under his supervision and that to the best of his knowledge, based on such review, there exists no event which constitutes a Default or an Event of Default under this Agreement or, if any such event exists, specifying the nature thereof, the period of its existence and what action the Borrower has taken and proposes to take with respect thereto, which certificate shall set forth the calculations or other data required to establish compliance with the provisions of Section 5.09 and Sections 5.12 through 5.14, inclusive, at the end of such fiscal quarter or fiscal year, as the case may be. The Borrower further covenants that upon any such officer of the Borrower obtaining knowledge of any Default or Event of Default under this Agreement, it will forthwith, and in no event later than the close of business on the fourth (4th) Domestic Business Day immediately after the day such knowledge is obtained, deliver to the Administrative Agent a statement of any officer referred to above specifying the nature and the period of existence thereof and what action the Borrower has taken and proposes to take with respect thereto.

Section 5.05. *Notice of Litigation and Defaults.* The Borrower will promptly give written notice to the Administrative Agent of (i) any action, proceeding or claim of which the Borrower may have notice, which may be commenced against the Borrower or any Subsidiary in which the amount involved is \$50,000,000 or more and is not covered in full by insurance or as to which any insurer has disclaimed liability; and (ii) any default by the Borrower or any Subsidiary or event or condition known to the Borrower which with the giving of notice or lapse of time, or both, would constitute a default, with respect to any payment or payments in respect of Indebtedness of the Borrower or such Subsidiary aggregating in excess of \$50,000,000 (whether in payment of principal thereof or interest thereon or with respect to any material covenant or agreement contained in any instrument, mortgage, deed of trust or agreement evidencing or relating to such Indebtedness or otherwise), *provided* that if any matter described in clauses (i) or (ii) of this Section has previously been disclosed by the Borrower in its regular or periodical reports filed with, or furnished to, the Securities and Exchange Commission, then no additional written notice shall be required under this Section.

Section 5.06. *ERISA.* As soon as possible and, in any event, within 10 days after the Borrower or a Subsidiary of the Borrower knows or has reason to know that a Reportable Event has occurred, that an accumulated funding deficiency has been incurred or an application may be or has been made to the Secretary of the Treasury for a waiver of the minimum funding standard under Section 412 of the Internal Revenue Code with respect to a Plan, that a Plan has been or may be terminated, that proceedings may be or have been instituted to

terminate a Plan, or that the Borrower, a Subsidiary of the Borrower or any member of the ERISA Group will or may incur any liability in excess of \$5,000,000 to or on account of a Plan under Section 4062, 4063, 4064, 4201 or 4204 of ERISA, the Borrower will deliver to the Administrative Agent a certificate of the Chief Financial Officer of the Borrower setting forth details as to such occurrence and action, if any, which the Borrower or such Subsidiary is required or proposes to take, together with any notices required to be filed by the Borrower, such Subsidiary, such member of the ERISA Group or the plan administrator with the PBGC with respect thereto.

Section 5.07. *Payment of Charges.* The Borrower will, and will cause each Subsidiary to, duly pay and discharge (i) all taxes, assessments and governmental charges or levies imposed upon or against it or its property or assets, prior to the date on which material penalties attach thereto, unless and to the extent only that such taxes, assessments and governmental charges or levies are being contested in good faith by appropriate proceedings or unless the failure to do so will not have a material adverse effect on the business, financial position or results of operations of the Borrower and its Consolidated Entities, taken as a whole; and (ii) all lawful claims, including, without limitation, claims for labor, materials, supplies or services, which might or could, if unpaid, become a Lien upon such property or assets, unless and to the extent only that the validity or the amount thereof is being contested in good faith by appropriate proceedings or unless the failure to do so will not have a material adverse effect on the business, financial position or results of operations of the Borrower and its Consolidated Entities, taken as a whole.

Section 5.08. *Inspection of Books and Assets.* The Borrower will, and will cause each Subsidiary to, permit any representative of any Bank Party (or any agent or nominee of such Bank) to visit and inspect any of the property of the Borrower or such Subsidiary, to examine the books of record and account of the Borrower or such Subsidiary and to discuss the affairs, finances and accounts of the Borrower or such Subsidiary with the officers and independent public accountants of the Borrower or such Subsidiary, all at such reasonable times and as often as such Bank may reasonably request.

Section 5.09. *Indebtedness.* (a) The Borrower will not, and will not permit any of its Consolidated Entities (other than Rural Telephone Finance Cooperative and National Cooperative Services Corporation) to, incur, assume or Guarantee any Superior Indebtedness, or make any optional prepayment on any Members' Subordinated Certificate; *provided* that (i) subject to the provisions of Section 5.12, any such Subsidiary may incur Superior Indebtedness owing to the Borrower or assume or Guarantee Indebtedness of any Person (other than the Borrower or any of its Subsidiaries) owing to the Borrower and (ii) the Borrower may incur, assume or Guarantee Superior Indebtedness or make optional prepayments on Members' Subordinated Certificates if, after giving effect to any such action specified above in this clause (ii), on the date of such incurrence, assumption or Guarantee or making of such optional prepayment (the

“**Determination Date**”) the aggregate principal amount of Superior Indebtedness then outstanding would not exceed ten times the sum of (a) the aggregate principal amount of Members’ Subordinated Certificates outstanding on the Determination Date, (b) the aggregate amount of the line item “total equity” shown on the consolidated balance sheet of the Borrower and its Consolidated Entities on the Determination Date, and (c) the aggregate principal amount of Qualified Subordinated Indebtedness outstanding on the Determination Date; *provided* that the non-cash adjustments (whether positive or negative) required to be made pursuant to ASC 815 and ASC 830 shall be excluded from calculations under clause (ii) above to the extent otherwise included therein. The respective principal amounts of Superior Indebtedness, Members’ Subordinated Certificates and Qualified Subordinated Indebtedness to be outstanding on such given future date shall be determined after giving effect to mandatory sinking fund payments, other mandatory prepayments and serial and other maturity payments required to be made on or prior to said given future date by the terms of such Superior Indebtedness, Members’ Subordinated Certificates, Qualified Subordinated Indebtedness or any indenture or other instrument pursuant to which they are respectively issued.

(b) If any Loan or L/C Obligation is outstanding hereunder, the Borrower will not take any action which would prevent it from then complying, or fail to take any action which would enable it then to comply, with the provisions of Section 3.03(g), assuming for this purpose only that the Borrower then intended to borrow from one or more of the Bank Parties hereunder.

Section 5.10. *Liens*. The Borrower will not create or permit to exist any Lien on or with respect to any Indebtedness of any Member which is an asset of the Borrower, now existing or hereafter created, or on any notes, mortgages or other documents or instruments evidencing any such Indebtedness, and the Borrower will not permit any Consolidated Entity to create or permit to exist any Lien on or with respect to any of such Subsidiary’s assets, except (i) Liens granted by the Borrower to the trustee pursuant to any Indenture, (ii) Liens on any such Indebtedness granted by the Borrower or its Consolidated Entity to secure any borrowing for the purpose of making loans to Member power supply systems or loans to Members for bulk power supply projects or loans to Members for the purpose of providing financing to telephone and related systems eligible to borrow from the RUS or loans to borrowers borrowing from National Cooperative Services Corporation or Rural Telephone Finance Cooperative, which borrowing or borrowings are on terms (except as to terms of interest, premium, if any, and amortization) not materially more disadvantageous to the Borrower’s unsecured creditors than the borrowings under any Indenture (it being understood that the Borrower cannot pledge such assets to an extent the aggregate value is greater than 150 % of the aggregate principal amount of such Indebtedness), (iii) Liens of current Taxes not delinquent or a security for Taxes being contested in good faith, (iv) Liens other than in favor of the PBGC, created by or resulting from any legal proceedings (including legal proceedings instituted by the Borrower or any Subsidiary) which are being contested in good faith by appropriate proceedings,

including appeals of judgments as to which a stay of execution shall have been issued, and adequate reserves shall have been established, (v) Liens created by the Borrower to secure Guarantees by the Borrower of Indebtedness, the interest on which is excludable from the gross income of the recipient thereof for Federal income tax purposes as provided in Section 103(a) of the Internal Revenue Code or Section 103(a) of the Internal Revenue Code of 1954, as amended, (x) of a Member which is a state or political subdivision thereof or (y) of a state or political subdivision thereof incurred to benefit a Member for one of the purposes provided in Section 142(a)(2), (4), (5), (6), (8), (9), (10) or (12) of the Internal Revenue Code or Section 103(b)(4)(D), (E), (F), (G), (H) or (J) of the Internal Revenue Code of 1954, as amended, (vi) Liens granted by any Subsidiary to the Borrower, (vii) REDLG Program Liens securing REDLG Obligations with respect to government Guarantees of Indebtedness of the Borrower, (viii) Farmer Mac Master Note Purchase Agreement Liens securing Farmer Mac Master Note Purchase Agreement Obligations *provided* that the Borrower cannot grant liens on such assets to the extent that the aggregate value of such assets on which Liens are granted is greater than 150% of the Farmer Mac Master Note Purchase Agreement Limit and (ix) Liens on any such Indebtedness granted by the Borrower to secure any borrowings, which borrowings are on terms (except as to terms of interest, premium, if any, and amortization) not materially more disadvantageous to the Borrower's unsecured creditors than the borrowings under any Indenture (it being understood that the Borrower cannot pledge such assets to an extent that the aggregate value is greater than 150% of the aggregate principal amount of such Indebtedness); *provided* that Liens incurred in reliance on clauses (ii), (vii), (viii) and (ix) of this Section 5.10 shall not secure amounts exceeding, in the aggregate, the Lien Exception Amount at any one time outstanding.

Section 5.11. *Maintenance of Insurance.* The Borrower will maintain, and will cause each Subsidiary to maintain, insurance in such amounts, on such forms and with such companies as is necessary or appropriate for its business.

Section 5.12. *Subsidiaries and Joint Ventures.* The Borrower will not permit (a) the sum of (i) the amount of Indebtedness owing to the Borrower by all of its Subsidiaries and Joint Ventures *plus* (ii) the amount paid by the Borrower in respect of the stock, obligations or securities of or any other interest in such Subsidiaries and Joint Ventures *plus* (iii) any capital contributions by the Borrower to such Subsidiaries and Joint Ventures (the amounts referred to in paragraphs (i) through (iii), the "**Investments**") *plus* (iv) the amount of assets (excluding Foreclosed Assets) otherwise sold or transferred by the Borrower to such Subsidiaries and Joint Ventures (other than sales at fair market value) *minus* (v) any Start-up Investments *minus* (vi) any Investment made in cash by the Borrower in any Special Purpose Subsidiary (up to a maximum amount not to exceed the lesser of (x) the amount necessary to provide such Special Purpose Subsidiary with sufficient working capital to conduct its business as contemplated hereby and (y) \$150,000,000) to exceed at any time (b) 10% of the sum of (i) all accounts which, in accordance with U.S. GAAP, constitute equity in the Borrower and its Consolidated Entities at such time *plus* (ii) all Indebtedness of the

Borrower shown on its balance sheet dated as of May 31, 2015 as Members' Subordinated Certificates as such Indebtedness shall be reduced from time to time and any other Indebtedness of the Borrower incurred after May 31, 2015 having substantially similar provisions as to subordination as those contained in said outstanding certificates as such other Indebtedness shall be reduced from time to time, in each case at such time *plus* (iii) all Qualified Subordinated Indebtedness outstanding at such time; *provided* that non-cash adjustments (whether positive or negative) required to be made pursuant to ASC 815 and ASC 830 shall be excluded from the calculation of the amounts specified in clauses (b)(i), (b)(ii), and (b)(iii) of this Section 5.12 to the extent otherwise included therein; *provided, further,* that, in addition to the foregoing, the Borrower may transfer assets with an aggregate fair market value of not more than \$150,000,000 to a bankruptcy remote trust required to be established to support REDLG Obligations of the Borrower, and any such transfer shall be excluded from any calculation under clauses (a) and (b) above to the extent otherwise included therein. For the purpose of this Section 5.12, "**Foreclosed Asset**" means (x) any property distributed to the Borrower with the authority of any Bankruptcy Court in connection with the bankruptcy of any of the Borrower's debtors and (y) property received by the Borrower upon enforcement by the Borrower of its security interest (if any) in such property or in settlement of delinquent accounts or other overdue amounts owed to it by any of the Borrower's debtors; "**Special Purpose Subsidiary**" means any domestic Subsidiary, all of the shares of capital stock or other ownership interest of which are directly or indirectly owned by the Borrower, which Subsidiary is established for the sole purpose of, and whose sole business shall at all times be, holding Foreclosed Assets; and "**Start-up Investments**" means Investments made in a Special Purpose Subsidiary solely to finance such Special Purpose Subsidiary's initial acquisition of Foreclosed Assets.

Section 5.13. *Minimum TIER.* The Borrower shall not permit, as of the last day of each fiscal quarter, the average of the TIERS for the six (6) immediately preceding fiscal quarters (including the fiscal quarter ending on such date) of the Borrower to be less than 1.025:1.00.

Section 5.14. *Retirement of Patronage Capital.* The Borrower shall not make, or permit any Subsidiaries of the Borrower to make, any payments to Members in respect of Patronage Capital Certificates unless (i) the TIER for the immediately preceding fiscal year for which financial statements have been delivered to the Administrative Agent pursuant to Section 5.03(b) equals or exceeds 1.05:1.00 and (ii) there exists (and would exist after giving effect to any such payment) no Default or Event of Default under this Agreement.

Section 5.15. *Use of Proceeds.* The proceeds of the Loans or L/C Credit Extensions made hereunder may be used by the Borrower for general corporate purposes. None of such proceeds will be used, directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of buying or carrying any "margin stock", within the meaning of Regulation U. Neither the Borrower nor any of its Subsidiaries has taken or will take any action which might cause this

Agreement or the Notes to violate Regulation U or Regulation X. The Borrower has implemented and maintains in effect policies and procedures designed to cause compliance by the Borrower and its Subsidiaries and, when conducting business on behalf of the Borrower or its Subsidiaries, their respective directors, officers and employees with Anti-Corruption Laws and applicable Sanctions, and the Borrower, its Subsidiaries and, to the knowledge of the Borrower, their respective officers, employees and directors, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Borrower, any Subsidiary or to the knowledge of the Borrower or such Subsidiary any of their respective directors, officers or employees, or (b) to the knowledge of the Borrower, any agent of the Borrower or any Subsidiary that will act in any capacity in connection with or directly benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws or applicable Sanctions.

Section 5.16. *Compliance with Laws.* The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and, when conducting business on behalf of the Borrower or its Subsidiaries, their respective directors, officers and employees with Anti-Corruption Laws and applicable Sanctions.

ARTICLE 6 Defaults

Section 6.01. *Events of Default.* If one or more of the following events (each an “**Event of Default**”) shall have occurred and be continuing:

(a) *Principal and Interest.* The Borrower shall (i) fail to pay when due (whether upon stated maturity, by acceleration or otherwise) any principal of any Loan or any L/C Obligation or (ii) fail, and such failure shall continue uncured for five or more Domestic Business Days, to pay when due (whether upon stated maturity, by acceleration or otherwise) any interest on any Loan or any L/C Obligation;

(b) *Other Amounts.* The Borrower shall fail to pay when due any fee or other amount payable under this Agreement (including pursuant to Section 2.09(b)) and such failure remains uncured for ten (10) or more Domestic Business Days after the due date thereof;

(c) *Covenants Without Notice.* The Borrower shall fail to observe or perform any covenant or agreement on its part to be observed or performed which is set forth in Section 5.01 (only with respect to the Borrower’s corporate existence), Section 5.02, Section 5.09, Section 5.10, Section 5.12, Section 5.13, Section 5.14 or Section 5.15;

(d) *Covenants With 10 Days Grace.* The Borrower shall fail to observe or perform any covenant or agreement on its part to be observed or performed, which is set forth in the last sentence of Section 5.04, or in Section 5.05(ii) and such non-observance or non-performance shall continue unremedied for a period of more than 10 days;

(e) *Other Covenants.* The Borrower shall fail to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsections (a), (b), (c), and (d) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given by any Bank Party to the Borrower and the other Bank Parties; *provided* that, if the failure be such that it cannot be corrected within the applicable period, but can be corrected within a reasonable period of time thereafter, it shall not constitute a Default if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the failure is corrected, but any such failure that is not so corrected within 60 days after such applicable period shall constitute a Default;

(f) *Representations.* Any representation, warranty, certification or statement made or deemed to be made by the Borrower in this Agreement or in any certificate, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect in any material respect when made or deemed to be made;

(g) *Non-Payments of Indebtedness and/or Derivatives Obligations.* The Borrower or any Subsidiary of the Borrower shall fail to make any payment or payments aggregating for the Borrower and its Subsidiaries in excess of \$50,000,000 in respect of Indebtedness and/or Derivatives Obligations of the Borrower or any Subsidiary (other than the Loans or any Indebtedness under this Agreement) when due (whether upon stated maturity, by acceleration or otherwise) or within any applicable grace period;

(h) *Defaults Under Other Agreements.* The Borrower or any Subsidiary shall fail to observe or perform within any applicable grace period any covenant or agreement contained in any agreement or instrument relating to any Indebtedness of the Borrower or any Subsidiary, aggregating for the Borrower and its Subsidiaries in excess of \$50,000,000 if the effect of such failure is to accelerate, or to permit the holder of such Indebtedness or any other Person to accelerate, the maturity of such Indebtedness;

(i) *Bankruptcy.* Any proceeding shall be instituted by or against the Borrower or any Subsidiary seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, conservation or proceeding in the nature thereof, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors, or seeking the entry of an order for relief or the appointment of a receiver (including state regulatory authorities

acting in a similar capacity), trustee, custodian or other similar official for it or for any substantial part of its property, and, in the case of any such proceeding instituted against it (but not instituted by it) shall remain undismissed or unstayed for a period of 60 days; or the Borrower or any Subsidiary shall take any action to authorize any of the actions set forth above in this subsection 6.01(i);

(j) *ERISA*. A Plan shall fail to maintain the minimum funding standard required by Section 412 of the Internal Revenue Code for any plan year or a waiver of such standard is sought or granted under Section 412(d) of the Internal Revenue Code, or a Plan is, shall have been or is likely to be terminated or the subject of termination proceedings under Section 4042 of ERISA, or the Borrower or a Subsidiary of the Borrower or any member of the ERISA Group has incurred or is likely to incur a liability to or on account of a Plan under Section 4062, 4063, 4064, 4201 or 4204 of ERISA, and there shall result from any such event or events either a liability or a material risk of incurring a liability to the PBGC or a Plan, which in the opinion of the Required Banks, will have a material adverse effect upon the business, results of operations or financial position of the Borrower; or

(k) *Money Judgment*. A final judgment or order for the payment of money in excess of \$50,000,000 shall be rendered against the Borrower or any Subsidiary and such judgment or order shall continue unsatisfied and in effect for a period of 45 days during which execution shall not be effectively stayed or deferred (whether by action of a court, by agreement or otherwise); *provided, however,* that any such judgment or order shall not give rise to an Event of Default under this paragraph (k) if and for so long as (i) the amount of such judgment or order is covered by a valid and binding policy of insurance and (ii) within 90 days of the rendering of such judgment or order the insurer thereunder has affirmed liability;

(l) *Insolvency*. The Borrower or any Subsidiary shall generally not pay its debts as they become due, or shall admit in writing its inability to pay its debts generally or shall make a general assignment for the benefit of creditors;

then, and in any such event, and at any time thereafter, if any Event of Default shall then be continuing, the Administrative Agent, upon the request of the Required Banks, shall by notice to the Borrower, take any or all of the following actions, without prejudice to the rights of the Administrative Agent, any Bank or the holder of any Note to enforce its claims against the Borrower: (a) declare the Commitments terminated, whereupon the Commitment of each Bank shall forthwith terminate immediately and any fee payable pursuant to Section 2.09 shall forthwith become due and payable without any other notice of any kind; and/or (b) declare the principal of and accrued interest on the Loans, and all other obligations owing hereunder, to be, whereupon the same shall become, forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; *provided that,* if an Event of Default specified in subsection (i) shall occur, the result which would occur upon

the giving of written notice by the Administrative Agent to the Borrower, as specified in clauses (a) and (b) above, shall occur automatically without the giving of any such notice.

Section 6.02. *Actions In Respect Of Letters Of Credit Upon Default.* If any Event of Default shall have occurred and be continuing, the Administrative Agent may, or shall at the request of the Required Banks, irrespective of whether it is taking any of the actions described in Section 6.01 or otherwise, subject to Section 2.20(e) and after giving effect to Section Section 2.19(a)(iv) and any Cash Collateral provided by the Defaulting Bank, make demand upon the Borrower to, and forthwith upon demand the Borrower will, Cash Collateralize, for deposit in the Cash Collateral Account, an amount equal to the Outstanding Amount of all L/C Obligations. Subject to Section Section 2.19(a)(iv) and 2.20(e), if at any time the Administrative Agent determines that any Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent and the Bank Parties or that the Cash Collateral is less than the Outstanding Amount of all L/C Obligations, the Borrower, and to the extent provided by any Bank, such Bank will, forthwith upon demand by the Administrative Agent, pay to the Administrative Agent additional Cash Collateral to be deposited and held in the Cash Collateral Account, in an amount equal to the excess of (a) such aggregate Outstanding Amount of all L/C Obligations over (b) the total amount of Cash Collateral that the Administrative Agent determines to be free and clear of any such right and claim.

Section 6.03. *Notice of Default.* The Administrative Agent shall give notice to the Borrower under Section 6.01(e) promptly upon being requested to do so by any Bank Party and shall thereupon notify all the Bank Parties thereof.

ARTICLE 7 The Administrative Agent

Section 7.01. *Appointment and Authorization.* Each Bank Party irrevocably appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement and the Notes as are delegated to the Administrative Agent by the terms hereof or thereof, together with all such powers as are reasonably incidental thereto.

Section 7.02. *Administrative Agent and Affiliates.* Mizuho Bank, Ltd. shall have the same rights and powers under this Agreement as any other Bank Party and may exercise or refrain from exercising the same as though it were not the Administrative Agent, and Mizuho Bank, Ltd. its affiliates may accept deposits from, lend money to, and generally engage in any kind of business with the Borrower or any Subsidiary or affiliate of the Borrower, as if it were not the Administrative Agent hereunder.

Section 7.03. *Action by Administrative Agent.* The obligations of the Administrative Agent hereunder are only those expressly set forth herein. Without

limiting the generality of the foregoing, the Administrative Agent shall not be required to take any action with respect to any Default, except as expressly provided in Article 6.

Section 7.04. *Consultation with Experts.* The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the advice of such counsel, accountants or experts.

Section 7.05. *Liability of Administrative Agent.* Neither the Administrative Agent nor any of its affiliates nor any of their respective directors, officers, agents, or employees shall be liable for any action taken or not taken by it in connection herewith (i) with the consent or at the request of the Required Banks or (ii) in the absence of its own gross negligence or willful misconduct. Neither the Administrative Agent nor any of its affiliates nor any of their respective directors, officers, agents or employees shall be responsible for or have any duty to ascertain, inquire into or verify (i) any statement, warranty or representation made in connection with this Agreement or any borrowing hereunder; (ii) the performance or observance of any of the covenants or agreements of the Borrower; (iii) the satisfaction of any condition specified in Article 3, except receipt of items required to be delivered to the Administrative Agent; or (iv) the validity, effectiveness or genuineness of this Agreement, the Notes or any other instrument or writing furnished in connection herewith. The Administrative Agent shall not incur any liability by acting in reliance upon any notice, consent, certificate, statement, or other writing (which may be a bank wire, facsimile transmission or similar electronic submission) reasonably believed by it to be genuine or to be signed by the proper party or parties.

Section 7.06. *Indemnification.* Each Bank shall, ratably in accordance with the sum of (i) its unused Commitment, (ii) its Pro Rata Share of all L/C Obligations outstanding and (iii) any Loans outstanding of such Bank, indemnify the Administrative Agent, its affiliates and their respective directors, officers, agents and employees (to the extent not reimbursed by the Borrower) against any cost, expense (including counsel fees and disbursements), claim, demand, loss, damages or liability (except such as result from such indemnitee's gross negligence or willful misconduct as determined by a final, non-appealable judgment of a court of competent jurisdiction) that such indemnitees may suffer or incur in connection with the Existing Credit Agreement or this Agreement, as the case may be, or any action taken or omitted by such indemnitees hereunder. Each Bank severally agrees to indemnify each Issuing Bank (to the extent not promptly reimbursed by the Borrower and without limiting its obligation to do so in accordance with the Existing Credit Agreement or this Agreement) from and against such Bank's Pro Rata Share of any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against such Issuing Bank in its capacity as such in any way relating to or arising

out of the Existing Credit Agreement or this Agreement, the Notes or the Issuer Documents, or any action taken or omitted by such Issuing Bank under the Existing Credit Agreement or this Agreement, the Notes or the Issuer Documents (including the issuance or transfer of, or payment or failure to pay under, any Letter of Credit); provided that no Bank shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting directly and primarily from such Issuing Bank's gross negligence or willful misconduct as found in a final, non-appealable judgment by a court of competent jurisdiction. Without limitation of the foregoing, each Bank agrees to reimburse such Issuing Bank promptly upon demand for its Pro Rata Share of any costs and expenses (including, without limitation, reasonable fees and expenses of counsel) payable by the Borrower under Section 9.03, to the extent that such Issuing Bank is not promptly reimbursed for such costs and expenses by the Borrower in accordance with the Existing Credit Agreement or this Agreement.

Section 7.07. *Credit Decision.* Each Bank Party acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Bank Party, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Bank Party also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Bank Party, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking any action under this Agreement.

Section 7.08. *Successor Administrative Agent.* The Administrative Agent may, upon giving 5 Domestic Business Days prior written notice to the Borrower, and for so long as long as no Event of Default has occurred and is continuing, at the request of the Borrower, shall, resign at any time by giving written notice thereof to the Banks and the Borrower. Upon any such resignation, the Borrower shall have the right, with the consent of the Required Banks, such consent not to be unreasonably withheld, conditioned or delayed, to appoint a successor Administrative Agent. If no successor Administrative Agent shall have been so appointed by the Borrower, and shall have accepted such appointment, within 15 days after the retiring Administrative Agent gives notice of resignation, then the retiring Administrative Agent may, on behalf of the Bank Parties, appoint a successor Administrative Agent, which shall be a commercial bank organized or licensed under the laws of the United States of America or of any State thereof and having a combined capital and surplus of at least \$1,000,000,000. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. After any retiring Administrative Agent's resignation hereunder as Administrative Agent, the provisions of this

Article shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent.

Section 7.09. Co-Documentation Agents, Syndication Agent and Co-Lead Arrangers Not Liable. Nothing in this Agreement shall impose upon the Co-Documentation Agents, the Syndication Agent or the Co-Lead Arrangers, each in such capacity, any duties or responsibilities whatsoever.

Section 7.10. Calculations. The Administrative Agent shall not be liable for any calculation, apportionment or distribution of payments made by it in good faith. If such calculation, apportionment or distribution is subsequently determined to have been made in error, the sole recourse of any Bank to whom payment was due but not made shall be to recover from the other Banks any payment in excess of the amount to which they are determined to be entitled or, if the amount due was not paid by the Borrower, to recover such amount from the Borrower.

Section 7.11. Erroneous Payments.

(a) If the Administrative Agent notifies a Bank, Issuing Bank, or any Person who has received funds on behalf of a Bank or Issuing Bank, such Bank or Issuing Bank (any such Bank, Issuing Bank or other recipient, a “**Payment Recipient**”) that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Payment Recipient) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an “**Erroneous Payment**”) and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and such Payment Recipient shall promptly, but in no event later than two Business Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Payment Recipient hereby further agrees that if it receives a payment, prepayment or

repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such Payment Recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each case:

(i) (A) in the case of immediately preceding clauses (x) or (y), an error shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Payment Recipient shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of such error) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 7.11(b).

(c) Each Payment Recipient hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Payment Recipient under any Credit Document, or otherwise payable or distributable by the Administrative Agent to such Payment Recipient from any source, against any amount due to the Administrative Agent under immediately preceding clause (a) or under the indemnification provisions of this Agreement. In addition, each party hereto agrees that, irrespective of whether the Administrative Agent may be equitably subrogated, the Administrative Agent shall be contractually subrogated to all the rights and interests of the applicable Payment Recipient under this Agreement with respect to each Erroneous Payment (or portion thereof that is not returned to the Administrative Agent as provided herein) (the “**Erroneous Payment Subrogation Rights**”).

(d) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower.

(e) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower for the purpose of making a payment or prepayment of the Obligations.

(f) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on “discharge for value” or any similar doctrine.

(g) Each party’s obligations, agreements and waivers under this Section 7.11 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Bank or Issuing Bank, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under this Agreement.

ARTICLE 8 Change in Circumstances

Section 8.01. *[Reserved]*

Section 8.02. *Illegality.* If any Bank determines that any Change in Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Bank or its Applicable Lending Office to make, maintain or fund Loans whose interest is determined by reference to SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or to determine or charge interest based upon SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, then, upon notice thereof by such Bank to the Borrower (through the Administrative Agent) (an “**Illegality Notice**”), (a) any obligation of the Banks to make Term Benchmark Loans, and any right of the Borrower to continue Term Benchmark Loans or to convert Base Rate Loans to Term Benchmark Loans, shall be suspended, and (b) the interest rate on which Base Rate Loans shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to clause (c) of the definition of “Alternate Base Rate”, in each case until each affected Bank notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of an Illegality Notice, the Borrower shall, if necessary to avoid such illegality, upon demand from any Bank (with a copy to the Administrative Agent), prepay or, if applicable, convert all Term Benchmark Loans to Base Rate Loans (the interest rate on which Base Rate Loans shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to clause (c) of the definition of “Alternate Base Rate”), on the last day of the Interest Period therefor, if all affected Lenders may lawfully continue to maintain such Term Benchmark Loans to such day, or immediately, if any Bank may not lawfully continue to maintain such Term Benchmark Loans to such day. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid

or converted, together with any additional amounts required pursuant to this Agreement.

Section 8.03. *Increased Cost and Reduced Return.* (a) If on or after the Effective Date, in the case of any Committed Loan or L/C Credit Extension or any obligation to make or participate in Committed Loans or L/C Credit Extensions, any Change in Law shall:

(i) impose on any Bank Party any other condition, cost or expense affecting this Agreement or Fixed Rate Loans made by such Bank Party or participation therein; or

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes and (B) Taxes described in clauses (c) and (d) of Excluded Taxes and (C) Other Connection Taxes on gross or net income, profits or revenue (including value-added or similar Taxes)) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

(iii) impose, modify or deem applicable any reserve (including, without limitation, any such requirement imposed by the Board of Governors of the Federal Reserve System, special deposit, insurance assessment or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Bank Party (or its Applicable Lending Office) or shall impose on any Bank Party (or its Applicable Lending Office) or the London interbank market any other condition affecting its Fixed Rate Loans, its Notes or its obligation to make Fixed Rate Loans or make or participate in L/C Credit Extensions; and the result of any of the foregoing is to increase the cost to such Bank Party (or its Applicable Lending Office) of making or maintaining any Fixed Rate Loan or any L/C Credit Extension (or participation therein), or to reduce the amount of any sum received or receivable by such Bank Party (or its Applicable Lending Office) under this Agreement or under its Note with respect thereto, by an amount deemed by such Bank Party to be material,

then, within 15 days following the Borrower's receipt of the certificate referenced in clause (c) by such Bank Party or such other Recipient (with a copy to the Administrative Agent), (i) the Borrower shall pay to such Bank Party such additional amount or amounts as will compensate such Bank Party or such other Recipient for such increased cost or reduction suffered (including any amount or amounts equal to any taxes on the overall net income of such Bank Party or such other Recipient payable by such Bank Party or such other Recipient with respect to the amount of payments required to be made pursuant to this Section 8.03(a)) as reasonably determined by such Bank Party (which determination shall be made in good faith (and not on an arbitrary or capricious basis) and only if such additional amount or amounts are passed on in a similar manner by such Bank Party to similarly situated borrowers (which are parties to credit or loan

documentation containing a provision similar to this Section 8.03(a), as determined by such Bank Party in its reasonable discretion, or (ii) convert such Bank Party's Loans so affected by such Change in Law to Base Rate Loans and pay any related breakage costs pursuant to Section 2.14 and any accrued increased costs pursuant to this Section 8.03).

(b) If a Bank Party, other than a Defaulting Bank, determines that any Change in Law, will have the effect of increasing the amount of capital or liquidity required or expected to be maintained by such Bank Party based on the existence of such Bank Party's Commitment hereunder or its obligations hereunder, it will notify the Borrower. This determination will be made on a Bank Party-by-Bank Party basis. The Borrower shall (i) within 15 days following the Borrower's receipt of the certificate referenced in clause (c) pay to each Bank Party on demand such additional amounts as are necessary to compensate for the increased cost to such Bank Party as a result of any Change in Law or (ii) convert such Bank Party's Loans so affected by such Change in Law to a Base Rate Loan and pay any related breakage costs pursuant to Section 2.14 and any accrued increased costs pursuant to this Section 8.03. In determining such amount, such Bank Party will act reasonably and in good faith (and not on an arbitrary or capricious basis) and will use averaging and attribution methods which are reasonable, and such Bank Party will pass such costs on to the Borrower only if such costs are passed on in a similar manner by such Bank Party to similarly situated borrowers (which are parties to credit or loan documentation containing a provision similar to this Section 8.03(b)), as determined by such Bank Party in its reasonable discretion. Each Bank Party's determination of compensation shall be conclusive if made in accordance with this provision. Each Bank Party, upon determining that any increased costs will be payable pursuant to this Section 8.03(b), will give prompt written notice thereof to the Borrower, which notice shall show the basis for calculation of such increased costs, although the failure to give any such notice shall not release or diminish any of the Borrower's obligations to pay increased costs pursuant to this Section 8.03(b).

(c) Each Bank Party will promptly notify the Borrower and the Administrative Agent of any event of which it has knowledge, occurring after the date hereof, which will entitle such Bank Party to compensation pursuant to this Section and will designate a different Applicable Lending Office if such designation will avoid the need for, or reduce the amount of, such compensation and will not, in the judgment of such Bank Party, be otherwise disadvantageous to such Bank Party. The Borrower hereby agrees to pay the reasonable costs and expenses incurred by such Bank Party in connection with any such designation. A Bank Party claiming compensation under this Section shall furnish a certificate to the Borrower setting forth the additional amount or amounts to be paid to it hereunder, which shall be conclusive in the absence of manifest error. In determining such amount, such Bank Party may use any reasonable averaging and attribution methods.

(d) Failure or delay on the part of any Bank Party to demand compensation pursuant to this Section 8.03 shall not constitute a waiver of such Bank Party's right to demand such compensation; *provided* that the Borrower shall not be required to compensate any Bank Party pursuant to this Section 8.03 for any increased costs or reductions incurred more than six months prior to the date that such Bank Party notifies the Borrower and the Administrative Agent of the Change in Law giving rise to such increased costs or reductions and of such Bank Party's intention to claim compensation therefor; *provided, further*, that, if the Change in Law giving rise to such increased costs or reductions are retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof.

Section 8.04. *Base Rate Loans Substituted for Affected Term Benchmark Loans.* If any Bank has demanded compensation under Section 8.03(a) with respect to its Fixed Rate Loans or its obligation to make Fixed Rate Loans, and the Borrower shall, by at least five Domestic Business Days' prior notice to such Bank through the Administrative Agent, have elected that the provisions of this Section shall apply to such Bank, then, unless and until such Bank notifies the Borrower that the circumstances giving rise to such demand for compensation no longer apply:

(a) all Loans which would otherwise be made by such Bank as Term Benchmark Loans shall be made instead as Base Rate Loans (on which interest and principal shall be payable contemporaneously with the related Term Benchmark Loans of the other Banks), and

(b) after each of its Term Benchmark Loans has been repaid, all payments of principal which would otherwise be applied to repay such Term Benchmark Loans shall be applied to repay its Base Rate Loans instead.

ARTICLE 9 Miscellaneous

Section 9.01. *Notices.* (a) All notices, requests, directions, consents, approvals and other communications to any party hereunder shall be in writing (including bank wire, facsimile transmission or other electronic submission or similar writing) and shall be given to such party (subject to subparagraph (b) below): (w) in the case of the Borrower:

National Rural Utilities Cooperative Finance Corporation
20701 Cooperative Way
Dulles, Virginia 20166
Attn: Capital Markets Relations
Phone: (703) 467-1628
Fax: (703) 467-5178
Email: BankingRelations@nrucfc.coop

with a copy to:

National Rural Utilities Cooperative Finance Corporation
20701 Cooperative Way
Dulles, Virginia 20166
Attn: General Counsel
Phone: (703) 467-1782
Fax: (703) 467-5651
Email: Nathan.Howard@nrucfc.coop

(x) in the case of the Administrative Agent:

Mizuho Bank, Ltd.
Harborside Financial Center
1800 Plaza Ten
Jersey City, New Jersey 07311
Attn: Dina Kalnitsky
Loan Administration
Americas Business Operations Department
Phone: (201) 626-9414
Fax: (201) 626-9935
Email: Dina.kalnitsky@mizuhogroup.com;
lau_agent@mizuhocbus.com

(y) in the case of any Bank, at its address, email address or telecopier number set forth in its Administrative Questionnaire or (z) in the case of any other party, such other address, email address or telecopier number as such party may hereafter specify for the purpose by notice to the Administrative Agent and the Borrower. Each such notice, request, direction, consent, approval or other communication shall be effective (i) if given by facsimile transmission or other electronic submission, when such facsimile transmission or other electronic submission is transmitted to the facsimile number or email address specified in this Section and receipt is confirmed or (ii) if given by any other means, when delivered or received at the address specified in this Section; *provided* that (A) notices to the Administrative Agent under Article 2 or Article 8 shall also be confirmed by telephone call and shall not be effective until received and (B) any communications deemed received hereunder must have been received during the recipient's normal business hours; *provided, however*, that any communication that is not received during the recipient's normal business hours on a particular Domestic Business Day, shall be deemed to be received on the immediately following Domestic Business Day.

(b) Notices and other communications to the Bank Parties hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices pursuant to Article 2 or Article 8 unless otherwise

agreed by the Administrative Agent and the applicable Bank Party. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications.

(c) The address, telephone number or facsimile number for any party hereto may be changed at any time and from time to time upon written notice given by such changing party to each other party hereto. Any change in the information provided in any Beneficial Ownership Certification by the Borrower that would result in a change to the list of beneficial owners identified in parts (c) or (d) of such certification shall be provided upon written notice given by the Borrower to the Administrative Agent.

Section 9.02. *No Waivers.* No failure or delay by the Administrative Agent or any Bank in exercising any right, power or privilege hereunder or under any Note shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 9.03. *Expenses; Documentary Taxes; Indemnification.* (a) The Borrower shall pay (i) all documented reasonable out-of-pocket expenses of the Administrative Agent, including reasonable fees and disbursements of special counsel for the Administrative Agent, in connection with the preparation of this Agreement, any waiver or consent hereunder or any amendment hereof or any Default or alleged Default hereunder and (ii) if an Event of Default occurs, all documented reasonable out-of-pocket expenses incurred by the Administrative Agent or any Bank, including reasonable fees and disbursements incurred by counsel or in-house counsel, in connection with such Event of Default and collection, bankruptcy, insolvency and other enforcement proceedings resulting therefrom. The Borrower shall indemnify each Bank Party against any transfer Taxes, documentary Taxes, assessments or charges made by any Governmental Authority by reason of the execution and delivery of this Agreement or the Notes and any and all liabilities with respect to or resulting from any delay or omission (unless solely attributable to such Bank) to pay such Taxes. This Section 9.03(a) shall not apply with respect to Taxes other than any Taxes that represent losses or damages arising from any non-Tax claim.

(b) The Borrower agrees to indemnify each Bank Party, their respective affiliates and the respective directors, officers and employees of the foregoing (each an “**Indemnitee**”) and hold each Indemnitee harmless from and against any and all liabilities, losses, damages, costs, claims, demands and expenses of any kind, including, without limitation, the reasonable fees and disbursements of counsel, which may be incurred by any Indemnitee (or by the Administrative Agent in connection with its actions as Administrative Agent hereunder) in connection with any investigative, administrative or judicial

proceeding (whether or not such Indemnitee shall be designated a party thereto) relating to or arising out of this Agreement or any actual or proposed use of proceeds of Loans hereunder; *provided* that no Indemnitee shall have the right to be indemnified hereunder for its own gross negligence, willful misconduct or unlawful conduct as determined by a final, non-appealable judgment of a court of competent jurisdiction.

Section 9.04. *Sharing of Set-offs*. Each Bank agrees that if it shall, by exercising any right of set-off or counterclaim or otherwise, receive payment of a proportion of the aggregate amount of principal and interest then due with respect to any Loans made by it which is greater than the proportion received by any other Bank in respect of the aggregate amount of principal and interest due with respect to any Loans made by such other Bank, the Bank receiving such proportionately greater payment shall purchase such participations in the Loans held by the other Banks, and such other adjustments shall be made, as may be required so that all such payments of principal and interest with respect to the Loans held by the Banks shall be shared by the Banks *pro rata*; *provided* that nothing in this Section shall impair the right of any Bank to exercise any right of set-off or counterclaim it may have and to apply the amount subject to such exercise to the payment of indebtedness of the Borrower other than its indebtedness under the Loans. The Borrower agrees, to the fullest extent it may effectively do so under applicable law, that any holder of a participation in a Loan, whether or not acquired pursuant to the foregoing arrangements, may exercise rights of set-off or counterclaim and other rights with respect to such participation as fully as if such holder of a participation were a direct creditor of the Borrower in the amount of such participation.

Section 9.05. *Amendments and Waivers*. Except as provided by Section 2.17 or Section 2.19(a)(iii), any provision of this Agreement or the Notes may be amended or waived if such amendment or waiver is in writing and is signed by the Borrower and either (a) the Required Banks (and, if the rights or duties of the Administrative Agent are affected thereby, by the Administrative Agent) or (b) the Administrative Agent if, but only if, the Administrative Agent has received the prior written consent of the Required Banks; *provided* that, no such amendment or waiver shall (i) increase the Commitment of any Bank or subject any Bank to any additional obligation without the written consent of such Bank, (ii) reduce the principal of or rate of interest on any Loan or any fees hereunder without the written consent of each Bank directly affected thereby, (iii) postpone the date fixed for any payment of principal of or interest on any Loan or any fees hereunder without the written consent of each Bank directly affected thereby, (iv) change the aggregate unpaid principal amount of the Notes without the written consent of each Bank directly affected thereby, (v) change any provision which requires the pro rata sharing of payments among the Banks hereunder without the written consent of each Bank directly affected thereby, (vi) change clauses (i) through (vi) of this *proviso* to this Section 9.05 or the definition of "Required Banks" (other than the percentage indicated therein, which, for the avoidance of doubt, is subject to clause (vii) below) without the written consent of each Bank

(including, notwithstanding Section 2.19(a)(iii), any Defaulting Bank) or (vii) modify or change (x) the percentage indicated in the definition of “Required Banks” or (y) subject to clause (vi) above, any other provision hereof specifying the number or percentage of Banks required to waive, amend or modify any rights hereunder, make any determination or grant any consent hereunder or take any other action under any provision of this Agreement, without the written consent of each Bank (excluding, for the avoidance of doubt, any Defaulting Bank to the extent of its unfunded Commitment). For the avoidance of doubt, no consent or any other action will be required of any Bank (other than the Defaulting Bank and the Administrative Agent to the extent required by Section 2.18) for any assignment of any Loans or termination of any Commitments pursuant to Section 2.18.

Whenever a waiver, amendment or modification requires the consent of a Bank “affected” or “directly affected” thereby, such waiver, amendment or modification shall, upon consent of such Bank, become effective as to such Bank whether or not it becomes effective as to any other Bank, so long as the Required Banks consent to such waiver, amendment or modification as provided above.

If the Required Banks shall have approved any amendment which requires the consent of all of the Banks, the Borrower shall be permitted to replace any non-consenting Bank with a replacement institution; *provided* that (i) the replacement institution shall purchase at par all Loans and other amounts owing to such replaced Bank on or prior to the date of replacement, (ii) the Borrower shall be liable to such replaced Bank under Section 2.13 if any Term Benchmark Loan owing to such replaced Bank shall be purchased other than on the last day of the Interest Period relating thereto (as if such purchase constituted a prepayment of such Loans), (iii) such replacement institution, if not already a Bank, shall be reasonably satisfactory to the Administrative Agent, (iv) the replaced Bank shall be obligated to make such replacement in accordance with the provisions of Section 9.06(c) and (v) any such replacement shall not be deemed to be a waiver of any rights the Borrower, Administrative Agent or any Bank shall have against the replaced Bank.

Section 9.06. *Successors and Assigns.* (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Borrower may not assign or otherwise transfer any of its rights under this Agreement without the prior written consent of all Banks.

(b) Any Bank may at any time grant to one or more affiliates of such Bank, banks or other institutions (each a “**Participant**”) participating interests in its Commitment or any or all of its Loans or L/C Obligations. In the event of any such grant by a Bank of a participating interest to a Participant, whether or not upon notice to the Borrower and the Administrative Agent, such Bank shall remain responsible for the performance of its obligations hereunder, and the Borrower and the Administrative Agent shall continue to deal solely and directly

with such Bank in connection with such Bank's rights and obligations under this Agreement. Any agreement pursuant to which any Bank may grant such a participating interest shall provide that such Bank shall retain the sole right and responsibility to enforce the obligations of the Borrower hereunder including, without limitation, the right to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such participation agreement may provide that such Bank will not agree to any modification, amendment or waiver of this Agreement described in clauses (i), (ii) or (iii) of Section 9.05 that directly affects such Participant without the consent of such Participant. Subject to the provisions of subsection (e), the Borrower agrees that each Participant shall, to the extent provided in its participation agreement, be entitled to the benefits, and be bound by the obligations, of Article 8 and Section 2.16 (subject to the requirements and limitations therein, including the requirements under Section 2.16(f) (it being understood that the documentation required under Section 2.16(f) shall be delivered to the participating Bank)) with respect to its participating interest; provided that such Participant (A) agrees to be subject to the provisions of Section 2.18, Section 2.19 and Section 9.04 as if it were an assignee under paragraph (b) of this Section; and (B) shall not be entitled to receive any greater payment under Sections 2.15 or 2.17, with respect to any participation, than its participating Bank would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. An assignment or other transfer which is not permitted by subsection (c) or (d) below shall be given effect for purposes of this Agreement only to the extent of a participating interest granted in accordance with this subsection (b). Each Bank that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "**Participant Register**"); provided that no Bank shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under any this Agreement or the Notes) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Bank shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(c) Any Bank may at any time assign to one or more banks or other institutions other than a Defaulting Bank or a bank or other institution that is subject to Sanctions (each an "**Assignee**") all, or a proportionate part (but not in any case in an amount less than \$5,000,000, unless (x) such Assignee is another Bank or an affiliate of such transferor Bank or (y) such assignment is for all of such transferor Bank's rights and obligations under this Agreement and the Notes)

of all of its rights and obligations under this Agreement and the Notes, and such Assignee shall assume such rights and obligations, pursuant to an Assignment and Assumption Agreement in substantially the form of Exhibit D hereto executed by such Assignee and such transferor Bank, with (and subject to) the written consent of (1) the Borrower and the Administrative Agent, such consents not to be unreasonably withheld and (2) each Issuing Bank in its sole discretion; *provided* that (i) if an Assignee is another Bank or an affiliate of such transferor Bank, (ii) in the case of an assignment by any Bank to one or more Assignees after the occurrence and during the continuance of an Event of Default, or (iii) the assignment is of a Competitive Loan, no such consent of the Borrower shall be required. Upon execution and delivery of such an instrument and payment by such Assignee to such transferor Bank of an amount equal to the purchase price agreed between such transferor Bank and such Assignee, such Assignee shall be a Bank party to this Agreement and shall have all the rights and obligations of a Bank with a Commitment as set forth in such instrument of assumption, and the transferor Bank shall be released from its obligations hereunder to a corresponding extent, and no further consent or action by any party shall be required. Upon the consummation of any assignment pursuant to this subsection (c), the transferor Bank, the Administrative Agent and the Borrower shall make appropriate arrangements so that, if required, a new Note is issued to the Assignee. In connection with any such assignment, the transferor Bank shall pay to the Administrative Agent an administrative fee for processing such assignment in the amount of \$3,500, and if it shall not be an existing Bank, the Assignee shall deliver to the Administrative Agent and the Borrower a duly completed and executed Administrative Questionnaire and all relevant information for notices hereunder. If the Assignee is not incorporated under the laws of the United States of America or a state thereof, it shall, prior to the first date on which interest or fees are payable hereunder for its account, deliver to the Borrower and the Administrative Agent certification as to exemption from deduction or withholding of any United States federal income taxes in accordance with Section 2.16.

(d) Any Bank Party may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement and its Note to a Federal Reserve Bank or any other Central Banking Authority to secure the obligations of such Bank thereto. No such pledge or assignment shall release the transferor Bank from its obligations hereunder or substitute any such pledge or assignee for such Bank as a party hereto or thereto.

(e) No Assignee, Participant or other transferee of any Bank's rights shall be entitled to receive any greater payment under Section 8.03 than such Bank would have been entitled to receive with respect to the rights transferred, unless such transfer is made with the Borrower's prior written consent.

(f) Any Issuing Bank may assign all of its rights and obligations under the undrawn portion of its commitment hereunder to issue Letters of Credit at any time; *provided, however*, that (i) the parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance and record, an

Assignment and Assumption Agreement, together with a processing and recordation fee of \$3,500 and (ii) so long as no Event of Default has occurred and is continuing, the Borrower has consented to the assignment (such consent not to be unreasonably withheld).

Section 9.07. *Collateral*. Each of the Banks represents to the Administrative Agent and each of the other Banks that it in good faith is not relying upon any “margin stock” (as defined in Regulation U) as collateral in the extension or maintenance of the credit provided for in this Agreement.

Section 9.08. *Governing Law*. (a) This Agreement and each Note shall be governed by and construed in accordance with the laws of the State of New York.

(b) The Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County, Borough of Manhattan, and of the United States District Court for the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees, to the fullest extent permitted by law, that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent or any Bank may otherwise have to bring any action or proceeding relating to this Agreement against the Borrower or its properties in the courts of any jurisdiction.

(c) The Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 9.09. *Counterparts; Integration*. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” and words of similar import in this Agreement shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000, the Electronic Signatures and Records Act of 1999, or any other similar state Laws based on the Uniform Electronic Transactions Act. This Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Notwithstanding the foregoing, if the Administrative Agent or any Bank reasonably requests a manually executed counterpart, the Company shall deliver such manually executed counterpart.

Section 9.10. *Several Obligations.* The obligations of the Bank Parties hereunder are several. Neither the failure of any Bank Party to carry out its obligations hereunder nor of this Agreement to be duly authorized, executed and delivery by any Bank Party shall relieve any other Bank Party of its obligations hereunder (or affect the rights hereunder of such other Bank). No Bank Party shall be responsible for the obligations of, or any action taken or omitted by, any other Bank Party hereunder.

Section 9.11. *Severability.* In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Section 9.12. *Confidentiality.* The Administrative Agent and each Bank Party represent that they will maintain the confidentiality of any written or oral information provided by or on behalf of the Borrower or any of its Consolidated Entities (hereinafter collectively called “**Confidential Information**”), subject to the Administrative Agent’s and each Bank’s (a) obligation to disclose any such Confidential Information pursuant to a request or order under applicable laws or regulations or from a regulatory authority (including any self-regulatory authority such as the National Association of Insurance Commissioners) or pursuant to a subpoena or other legal process, (b) right to disclose any such Confidential Information to its bank examiners, auditors, counsel and other professional advisors, and its employees, officers and directors, and to other Bank Parties (it being understood that such Persons shall be informed of the confidential nature of such information and instructed to keep it confidential), (c) right to disclose any such Confidential Information in connection with any litigation or dispute involving the Bank Parties and the Borrower or any of its Subsidiaries and affiliates, (d) right to provide such information to Participants, prospective

Participants to which sales of participating interests are permitted pursuant to Section 9.06(b) and prospective Assignees to which assignments of interests are permitted pursuant to Section 9.06(c) if such Participant, prospective Participant or prospective Assignee agrees in writing to maintain the confidentiality of such information on terms substantially similar to those of this Section as if it were a “Bank” party hereto, and (e) right to disclose Confidential Information to its affiliates if such affiliate agrees in writing to maintain the confidentiality of such information on terms substantially similar to those of this Section. Notwithstanding the foregoing, any such information supplied to a Bank Party, Participant, prospective Participant or prospective Assignee under this Agreement shall cease to be Confidential Information if it is or becomes known to such Person by other than unauthorized disclosure, or if it becomes a matter of public knowledge other than as a result of a breach of this Section by such Person.

Section 9.13. *WAIVER OF JURY TRIAL.* EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 9.14. *USA Patriot Act.* Each Bank hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L 107-56 (signed into law October 26, 2001)) (the “Act”), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Bank to identify the Borrower in accordance with the Act. Borrower will promptly provide such information and documentation reasonably requested by the Administrative Agent or any Bank for purposes of compliance with applicable “know your customer” and anti-money laundering rules and regulations, including the Act and the Beneficial Ownership Regulation.

Section 9.15. *[Reserved]*

Section 9.16. *Acknowledgement and Consent to Bail-In of Affected Financial Institutions.* Notwithstanding anything to the contrary in this Agreement or any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under this Agreement may be subject to the Write-Down and Conversion Powers of a Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable (i) a reduction in full or in part or cancellation of any such liability, (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other agreement, arrangement or understanding among any such parties or (iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE
CORPORATION

By: /s/ YU LING WANG

Name: Yu Ling Wang

Title: Senior Vice President and
Chief Financial Officer

MIZUHO BANK, LTD., as Administrative
Agent, as Initial Issuing Bank and as a
Bank

By: /s/ EDWARD SACKS

Name: Edward Sacks

Title: Authorized Signatory

JPMORGAN CHASE BANK, N.A., as
Syndication Agent and as a Bank

By: /s/ NANCY R. BARWING

Name: Nancy R. Barwig

Title: Executive Director

ROYAL BANK OF CANADA, as a Co-
Documentation Agent and as a Bank

By: /s/ FRANK LAMBRINOS

Name: Frank Lambrinos

Title: Authorized Signatory

KEYBANK NATIONAL ASSOCIATION,
as a Co-Documentation Agent and as a
Bank

By: /s/ BENJAMIN C COOPER

Name: Benjamin C Cooper

Title: Senior Vice President

THE BANK OF NOVA SCOTIA, as a Co-
Documentation Agent and as Bank

By: /s/ DAVID DEWAR

Name: David Dewar

Title: Director

PNC BANK, NATIONAL
ASSOCIATION, as a Co-
Documentation Agent and as a Bank

By: /s/ JOSEPH MCELHINNY

Name: Joseph McElhinny

Title: Vice President

MUFG BANK, LTD., as a Bank

By: /s/ KEVIN ZITAR

Name: Kevin Zitar

Title: Managing Director

U.S. BANK NATIONAL ASSOCIATION,
as a Bank

By: /s/ MICHAEL TEMNICK

Name: Michael Temnick

Title: Vice President

TRUIST BANK, as a Bank

By: /s/ JUSTIN LIEN

Name: Justin Lien

Title: Director

REGIONS BANK, as a Bank

By: /s/ TEDRICK TARVER

Name: Tedrick Tarver

Title: Director

AGENT SCHEDULE

<u>Institution</u>	<u>Title</u>
Mizuho Bank, Ltd.	Administrative Agent
JPMorgan Chase Bank, N.A.	Syndication Agent
	Co-Documentation Agent
PNC Bank, National Association	
	Co-Documentation Agent
The Bank of Nova Scotia	
	Co-Documentation Agent
Royal Bank of Canada	

EXISTING COMMITMENT SCHEDULE

Institution

	<u>Commitment Prior</u> <u>to the Amendment</u> <u>Effective Date</u>	<u>Loans Outstanding</u> <u>on the Amendment</u> <u>Effective Date</u>
--	-----------------------------------------------------------------------------	------------------------------------------------------------------------------

Bank

Mizuho Bank Ltd.	\$150,000,000.00	\$0
JPMorgan Chase Bank, N.A.	\$150,000,000.00	\$0
PNC Bank, National Association	\$150,000,000.00	\$0
Royal Bank of Canada	\$150,000,000.00	\$0
The Bank of Nova Scotia	\$150,000,000.00	\$0
Truist Bank	\$125,000,000.00	\$0
U.S. Bank National Association	\$125,000,000.00	\$0
MUFG Bank, Ltd.	\$100,000,000.00	\$0
Regions Bank	\$75,000,000.00	\$0
KeyBank National Association	\$70,000,000.00	\$0
Total	<u>\$1,245,000,000.00</u>	<u>\$0</u>

COMMITMENT SCHEDULE

Commitment Schedule

<u>Bank</u>	<u>Commitment</u>
Mizuho Bank Ltd.	\$150,000,000.00
Royal Bank of Canada	\$150,000,000.00
The Bank of Nova Scotia	\$150,000,000.00
JPMorgan Chase Bank, N.A.	\$150,000,000.00
PNC Bank, National Association	\$150,000,000.00
U.S. Bank National Association	\$125,000,000.00
Truist Bank	\$125,000,000.00
MUFG Bank, Ltd.	\$100,000,000.00
Regions Bank	\$75,000,000.00
KeyBank National Association	\$70,000,000.00
Total:	<u>\$1,245,000,000.00</u>

EXISTING LETTERS OF CREDIT

L/C# TFTX-374881 – Deseret Generation & Transmission Cooperative
Beneficiary: Rockwood Casualty Insurance Company
Amount: \$2,000,000
Effective Date: October 16, 2012
Expiration Date: December 31, 2022

L/C# SLCLSTL13035 – Valley Energy, Inc.
Beneficiary: Castleton Commodities Merchant Trading L.P.
Amount: \$700,000
Effective Date: July 5, 2022
Expiration Date: May 31, 2023

PRICING SCHEDULE

The “**Term Benchmark Margin**”, the “**Base Rate Margin**” and the “**Facility Fee Rate**” for the Borrower at any date are the respective percentages set forth below in the applicable row and column based upon the Status of the Borrower that exists on such date.

Status	Level I	Level II	Level III	Level IV	Level V
Term Benchmark Margin	0.5750%	0.6900%	0.8000%	0.9000%	0.9750%
Base Rate Margin	0%	0%	0%	0%	0%
Facility Fee Rate	0.0500%	0.0600%	0.0750%	0.1000%	0.1500%

For purposes of this Pricing Schedule, the following terms have the following meanings, subject to the concluding paragraph of this Pricing Schedule:

“**Fitch**” means Fitch Ratings, Inc.

“**Level I Status**” exists at any date if, at such date, the Borrower’s Unsecured Long-Term Debt is rated AA- or higher by S&P, Aa3 or higher by Moody’s or AA- or higher by Fitch.

“**Level II Status**” exists at any date if, at such date, (i) the Borrower’s Unsecured Long-Term Debt is rated A+ or higher by S&P, A1 or higher by Moody’s or A+ or higher by Fitch, and (ii) Level I Status does not exist.

“**Level III Status**” exists at any date if, at such date, (i) the Borrower’s Unsecured Long-Term Debt is rated A or higher by S&P, A2 or higher by Moody’s or A or higher by Fitch, and (ii) Level II Status does not exist.

“**Level IV Status**” exists at any date if, at such date, (i) the Borrower’s Unsecured Long-Term Debt is rated A- or higher by S&P, A3 or higher by Moody’s or A- or higher by Fitch, and (ii) Level III Status does not exist.

“**Level V Status**” exists at any date if, at such date, neither Level I Status, Level II Status, Level III Status or Level IV Status exists.

“**Moody’s**” means Moody’s Investors Services, Inc.

“**Rating Agencies**” means each of S&P, Moody’s and Fitch.

“**S&P**” means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, or any successor thereto.

“**Status**” refers to the determination of which of Level I Status, Level II Status, Level III Status, Level IV Status or Level V Status exists at any date.

The credit ratings to be utilized for purposes of this Pricing Schedule are those assigned to the senior unsecured long-term debt securities of the Borrower without third-party credit enhancement (the “**Borrower’s Unsecured Long-Term Debt**”), and any ratings assigned to any other debt security of the Borrower shall be disregarded; *provided* that if at any date there is no such rating assigned by a particular Rating Agency, such Rating Agency’s rating of the Borrower’s Unsecured Long-Term Debt shall be deemed to be one notch below such Rating Agency’s rating of the senior secured debt of the Borrower at such date. In the event that the three assigned ratings differ, then (i) if two of the ratings are higher than the third rating, the higher rating assigned to the Borrower’s Unsecured Long-Term Debt (after giving effect to the proviso in the first sentence of this paragraph) shall be used, (ii) if two of the ratings are lower than the third rating, the lower rating assigned to the Borrower’s Unsecured Long-Term Debt (after giving effect to the proviso in the first sentence of this paragraph) shall be used or (iii) if all three ratings are different, the intermediate rating shall be used.

SCHEDULE 5.03(a)
NON-GAAP SUBSIDIARIES

NONE

FORM OF NOTE

New York, New York

[DATE]

For value received, National Rural Utilities Cooperative Finance Corporation, a not-for-profit cooperative association incorporated under the laws of the District of Columbia (the “**Borrower**”), promises to pay to the order of [] (the “**Bank**”), for the account of its Applicable Lending Office, the principal sum of \$[] (\$), or, if less, the aggregate unpaid principal amount of each Loan and L/C Borrowing made by the Bank to the Borrower pursuant to the Revolving Credit Agreement referred to below on the Maturity Date with respect to such Loan or L/C Borrowing. The Borrower promises to pay interest on the unpaid principal amount of each such Loan and L/C Borrowing on the dates and at the rate or rates provided for in the Revolving Credit Agreement. All such payments of principal and interest shall be made in lawful money of the United States in Federal or other immediately available funds at the office of Mizuho Bank, Ltd., Harborside Financial Center, 1800 Plaza Ten, Jersey City, New Jersey 07311 Attn: Dina Kalnitsky, Loan Administration, Americas Business Operations Department, Email: Dina.kalnitsky@mizuhogroup.com; lau_agent@mizuhocbus.com.

All Loans and L/C Borrowings made by the Bank, the respective types and maturities thereof and all repayments of the principal thereof shall be recorded by the Bank and, prior to any transfer hereof, appropriate notations to evidence the foregoing information with respect to each such Loan then outstanding may be endorsed by the Bank on the schedule attached hereto, or on a continuation of such schedule attached to and made a part hereof; *provided* that the failure of the Bank to make any such recordation or endorsement shall not affect the obligations of the Borrower hereunder or under the Revolving Credit Agreement.

This note is one of the Notes referred to in that certain Amended and Restated Revolving Credit Agreement, dated as of October 20, 2022, among the Borrower, the Banks listed on the signature pages thereof, Mizuho Bank, Ltd., as Administrative Agent and Initial Issuing Bank, JPMorgan Chase Bank, N.A., as Syndication Agent, and PNC Bank, National Association, The Bank of Nova Scotia and Royal Bank of Canada as Co-Documentation Agents (as the same may be amended, supplemented or otherwise modified, from time to time, in each case, pursuant to the terms and conditions thereof, the “**Revolving Credit Agreement**”). Terms defined in the Revolving Credit Agreement are used herein with the same meanings. Reference is made to the Revolving Credit Agreement for provisions for the prepayment hereof and the acceleration of the maturity hereof. This Note shall be governed by and construed in accordance with the laws of the State of New York.

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE
CORPORATION

By: _____
Name:
Title:

EXHIBIT B-1

FORM OF RUS GUARANTEE

The United States of America acting through the Administrator of the Rural Utilities Service (“**RUS**”) hereby unconditionally guarantees to [name of Payee] the making of [__%] of the payments of principal and interest when and as due on this Note of _____ (the “**Cooperative**”) in accordance with the terms hereof and of the Loan Agreement referred to in this Note, until such principal and interest shall be indefeasibly paid in full (which includes interest accruing on such principal between the date of default under this Note and the payment in full of this Guarantee), irrespective of receipt by RUS of any sums or property from its enforcement of its remedies for the Cooperative default. This Guarantee shall be incontestable except for fraud or misrepresentation of which the holder had actual knowledge at the time it became a holder. RUS hereby waives diligence, presentment, demand, protest and notice of any kind, as well as any requirement that [name of Payee] exhaust any right or take any action against the Cooperative.

This Guarantee is issued pursuant to Title III of the Rural Electrification Act of 1936, as amended (7 U.S.C. “ 901, *et seq.*), and the Loan Guarantee and Servicing Agreement among RUS, the Cooperative, Bank One, NA and National Rural Utilities Cooperative Finance Corporation dated _____, _____.

UNITED STATES OF AMERICA

Date _____, ____

By: _____

Name:

Title: Administrator of Rural
Electrification
Administration

FORM OF RUS GUARANTEE

The United States of America acting through the Administrator of the Rural Utilities Service (“RUS”) hereby unconditionally guarantees to the Payee the making of the payments of principal and Guaranteed Interest when and as due on the Note of _____ (the “Cooperative”) dated _____ in the original principal amount of \$ _____ (the “Note”), in accordance with the terms thereof and of the Loan Agreement and the Master Loan Guarantee and Servicing Agreement referred to in the Note, until such principal and Guaranteed Interest shall be indefeasibly paid in full (which includes interest accruing at the Guaranteed Interest Rate between the date of default under the Note and the payment in full of this Guarantee), irrespective of receipt by RUS of any sums or property from its enforcement of its remedies for the Cooperative’s default. This Guarantee shall be incontestable except for fraud or misrepresentation of which the holder had actual knowledge at the time it became a holder. RUS hereby waives diligence, presentment, demand, protest and notice of any kind (except the “Default Notice” required pursuant to Section 5.3(a) of the Master Loan Guarantee and Servicing Agreement), and acknowledges that the Payee does not have any right or obligation to exercise any right or take any action against the Cooperative.

This Guarantee is issued pursuant to the Rural Electrification Act of 1936, as amended (7 U.S.C. “ 901, et seq.) (the “Act”), and the Master Loan Guarantee and Servicing Agreement between RUS and National Rural Utilities Cooperative Finance Corporation dated as of February 16, 1999.

THIS GUARANTEE SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES OF AMERICA, TO THE EXTENT APPLICABLE, AND OTHERWISE THE LAWS OF THE COMMONWEALTH OF VIRGINIA.

THE UNDERSIGNED, AS [ADMINISTRATOR] OF RUS, DOES HEREBY CERTIFY THAT I AM AUTHORIZED UNDER THE ACT AND 7 CFR PART 1700 TO DELIVER THIS GUARANTEE.

UNITED STATES OF AMERICA

By: _____

Name:

Title: [Administrator] of the Rural Utilities Service

RUS Loan No

Dated: _____

OPINION OF GENERAL COUNSEL OF THE BORROWER

October 20, 2022

To the Administrative Agent and each of the Banks party
to the Revolving Credit Agreement referred to below
c/o Mizuho Bank, Ltd.
Harborside Financial Center
1800 Plaza Ten
Jersey City, New Jersey 07311

Ladies and Gentlemen:

Reference is hereby made to that certain Amended and Restated Revolving Credit Agreement dated as of October 20, 2022 (the “Amended and Restated Revolving Credit Agreement”), by and among the Borrower, the Banks listed on the signature pages thereof, Mizuho Bank, Ltd., as Administrative Agent and Initial Issuing Bank, JPMorgan Chase Bank, N.A., as Syndication Agent, and PNC Bank, National Association, The Bank of Nova Scotia, and Royal Bank of Canada, as Co-Documentation Agents, I, Nathan Howard, General Counsel of the National Rural Utilities Cooperative Finance Corporation (the “**Borrower**”), am delivering this opinion at the request of the Borrower pursuant to Section 3.01(c) of the Amended and Restated Revolving Credit Agreement. Terms defined in the Amended and Restated Revolving Credit Agreement are used herein as therein defined.

I have examined originals or copies, certified or otherwise identified to my satisfaction, of such documents, corporate records, certificates of public officials and other instruments and have conducted such other investigations of fact and law as I have deemed necessary or advisable for purposes of this opinion. This opinion is limited to the laws of the District of Columbia.

Upon the basis of the foregoing, I am of the opinion that:

1. The Borrower is a cooperative association duly incorporated, validly existing and in good standing under the laws of the District of Columbia and has the corporate power and authority and all material governmental licenses, authorizations, consents and approvals required to own its property and assets and to transact the business in which it is engaged. The Borrower is duly qualified or licensed as a foreign corporation in good standing in every jurisdiction in which the nature of the business in which it is engaged makes such qualification or licensing necessary, except in those jurisdictions in which the failure to be so qualified or licensed would not (after qualification, assuming that the Borrower could so qualify without the payment of any fee or penalty and retain its rights as they existed prior to such qualification all to an extent so that any fees or penalties

required to be so paid or any rights not so retained would not, individually or in the aggregate, have a material adverse effect on the business or financial position of the Borrower), individually or in the aggregate, have a material adverse effect upon the business or financial position of the Borrower.

2. The Borrower has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Amended and Restated Revolving Credit Agreement and each of the Notes dated the date hereof (the “**Subject Notes**”). The Amended and Restated Revolving Credit Agreement and the Subject Notes have been duly and validly authorized, executed and delivered by the Borrower.²

3. There are no actions, suits, proceedings or investigations pending or, to my knowledge, threatened against or affecting the Borrower by or before any court or any governmental authority, body or agency or any arbitration board which are reasonably likely to materially adversely affect the business, financial position or results of operations of the Borrower or the authority or ability of the Borrower to perform its obligations under the Amended and Restated Revolving Credit Agreement or the Subject Notes.

4. No authorization, consent, approval or license of, or declaration, filing or registration with or exemption by, any governmental authority, body or agency is required in connection with the execution, delivery or performance by the Borrower of the Amended and Restated Revolving Credit Agreement or the Subject Notes.

5. The holders of the Borrower’s Members’ Subordinated Certificates are not and will not be entitled to receive any payments with respect to the principal thereof or interest thereon solely because of withdrawing or being expelled from membership in the Borrower.

6. Neither the Borrower nor any Consolidated Entity is in default in any material respect under any material agreement or other instrument to which it is a party or by which it or its property or assets is bound. No event or condition exists which constitutes, or with the giving of notice or lapse of time or both would constitute, such a default under any such agreement or other instrument. Neither the execution and delivery of the Amended and Restated Revolving Credit Agreement or the Subject Notes, nor the consummation of any of the transactions therein contemplated, nor compliance with the terms and provisions thereof, will contravene any provision of law, statute, rule or regulation to which the Borrower is subject or any judgment, decree, award, franchise, order or permit applicable to the Borrower, or will conflict or be inconsistent with, or will result in any material breach of, any of the material terms, covenants, conditions or provisions of, or constitute (or with the giving of notice or lapse of time, or both,

² The opinion with respect to the enforceability of the Amended and Restated Revolving Credit Agreement under New York law shall be provided by Borrower’s New York counsel, Foley & Lardner LLP, subject to customary assumptions, qualifications and limitations.

would constitute) a default under (or condition or event entitling any Person to require, whether by purchase, redemption, acceleration or otherwise, the Borrower to perform any obligations prior to the scheduled maturity thereof), or result in the creation or imposition of any Lien upon any of the property or assets of the Borrower pursuant to the terms of, any indenture, mortgage, deed of trust, agreement or other instrument to which it may be subject, or violate any provision of the certificate of incorporation or by-laws of the Borrower. Without limiting the generality of the foregoing, the Borrower is not a party to, or otherwise subject to any provision contained in, any instrument evidencing Indebtedness of the Borrower, any agreement or indenture relating thereto or any other contract or agreement (including its certificate of incorporation and by-laws), which would be violated by the incurring of the Indebtedness to be evidenced by the Subject Notes.

7. The Borrower has complied fully with all of the material provisions of each Indenture. No Event of Default (within the meaning of such term as defined in any Indenture) and no event, act or condition (except for possible non-compliance by the Borrower with any immaterial provisions of such Indenture which in itself is not such an Event of Default under such Indenture) which with notice or lapse of time, or both, would constitute such an Event of Default has occurred and is continuing under such Indenture. The borrowings by the Borrower contemplated by the Amended and Restated Revolving Credit Agreement will not cause such an Event of Default under, or the violation of any covenant contained in, any Indenture.

8. Set forth on Annex A attached hereto is a true, correct and complete list of all of the Borrower's Subsidiaries and Joint Ventures, the jurisdiction of incorporation or organization of each such Subsidiary and Joint Venture and the nature and percentage of the Borrower's ownership of each such Subsidiary and Joint Venture.

9. The Borrower has received a ruling from the Internal Revenue Service to the effect that it is exempt from payment of Federal income tax under Section 501(c)(4) of the Internal Revenue Code of 1986, and nothing has come to our attention that leads us to believe that the Borrower is not so exempt.

Sincerely,

Nathan Howard
General Counsel

Annex A

Subsidiaries, Special Purpose Subsidiaries and Joint Ventures:

None

EXHIBIT D

ASSIGNMENT AND ASSUMPTION AGREEMENT

AGREEMENT dated as of _____, 20__ among [ASSIGNOR] (the “**Assignor**”), [ASSIGNEE] (the “**Assignee**”), NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION (the “**Borrower**”) and MIZUHO BANK, LTD., as Administrative Agent (the “**Agent**”).

W I T N E S S E T H

WHEREAS, this Assignment and Assumption Agreement (the “**Agreement**”) relates to the Amended and Restated Revolving Credit Agreement, dated as of October 20, 2022 (as amended, supplemented or otherwise modified from time to time, in each case pursuant to the terms and conditions thereof, (the “**Credit Agreement**”), among the Borrower, the Banks listed on the signature pages thereof, Mizuho Bank, Ltd., as Administrative Agent and Initial Issuing Bank (the “**Agent**”), and JPMorgan Chase Bank, N.A., as Syndication Agent, and PNC Bank, National Association, The Bank of Nova Scotia and Royal Bank of Canada, as Co-Documentation Agents.

WHEREAS, as provided under the Credit Agreement, the Assignor has a Commitment to make Loans and/or make or participate in L/C Obligations to the Borrower in an aggregate principal amount at any time outstanding not to exceed \$ _____;

WHEREAS, Committed Loans and L/C Obligations made to the Borrower by the Assignor under the Credit Agreement in the aggregate principal amount of \$ _____ are outstanding at the date hereof; and

WHEREAS, the Assignor proposes to assign to the Assignee all of the rights of the Assignor under the Credit Agreement in respect of a portion of its Commitment thereunder in an amount equal to \$ _____ (the “**Assigned Amount**”), together with a corresponding portion of its outstanding Committed Loans and/or L/C Obligations, and the Assignee proposes to accept assignment of such rights and assume the corresponding obligations from the Assignor on such terms;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the parties hereto agree as follows:

SECTION 1. *Definitions.* All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Credit Agreement.

SECTION 2. *Assignment.* The Assignor hereby assigns and sells to the Assignee all of the rights of the Assignor under the Credit Agreement to the extent of the Assigned Amount, and the Assignee hereby accepts such assignment from the Assignor and assumes all of the obligations of the Assignor under the

Credit Agreement to the extent of the Assigned Amount, including the purchase from the Assignor of the corresponding portion of the principal amount of the Committed Loans and/or L/C Obligations made by the Assignor outstanding at the date hereof. Upon the execution and delivery hereof by the Assignor, the Assignee, the Borrower and the Administrative Agent and the payment of the amounts specified in Section 3 required to be paid on the date hereof (i) the Assignee shall, as of the date hereof, succeed to the rights and be obligated to perform the obligations of a Bank under the Credit Agreement with a Commitment in an amount equal to the Assigned Amount, and (ii) the Commitment of the Assignor shall, as of the date hereof, be reduced by a like amount and the Assignor released from its obligations under the Credit Agreement to the extent such obligations have been assumed by the Assignee. The assignment provided for herein shall be without recourse to the Assignor.

SECTION 3. *Payments.* As consideration for the assignment and sale contemplated in Section 2 hereof, the Assignee shall pay to the Assignor on the date hereof in Federal funds the amount heretofore agreed between them. It is understood that commitment and/or facility fees accrued to the date hereof are for the account of the Assignor and such fees accruing from and including the date hereof are for the account of the Assignee. Each of the Assignor and the Assignee hereby agrees that if it receives any amount under the Credit Agreement which is for the account of the other party hereto, it shall receive the same for the account of such other party to the extent of such other party's interest therein and shall promptly pay the same to such other party.

SECTION 4. *Consent of the Borrower and the Administrative Agent.* This Agreement is conditioned upon the consent of [the Borrower,] the Administrative Agent and the Issuing Bank pursuant to Section 9.06(c) of the Credit Agreement. The execution of this Agreement [by the Borrower,] the Administrative Agent and the Issuing Bank is evidence of this consent. Pursuant to Section 9.06(c) of the Credit Agreement, if requested by the Assignee, the Borrower agrees to execute and deliver a Note payable to the order of the Assignee to evidence the assignment and assumption provided for herein.

SECTION 5. *Non-Reliance on Assignor.* The Assignor makes no representation or warranty in connection with, and shall have no responsibility with respect to, the solvency, financial position, or statements of the Borrower, or the validity and enforceability of the obligations of the Borrower in respect of the Credit Agreement or any Note. The Assignee acknowledges that it has, independently and without reliance on the Assignor, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and will continue to be responsible for making its own independent appraisal of the business, affairs and financial position of the Borrower.

SECTION 6. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 7. *Counterparts*. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

[ASSIGNOR]

By: _____
Name:
Title:

[ASSIGNEE]

By: _____
Name:
Title:

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE
CORPORATION

By: _____
Name:
Title:

MIZUHO BANK, LTD. as
Administrative Agent

By: _____
Name:
Title:

[FORM OF]

U.S. TAX CERTIFICATE

**(For Non-U.S. Bank Parties That Are Not Partnerships For U.S. Federal
Income Tax Purposes)**

Reference is hereby made to the Amended and Restated Revolving Credit Agreement dated as of October 20, 2022 (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, the Banks listed on the signature pages thereof, Mizuho Bank, Ltd., as Administrative Agent and Initial Issuing Bank, JPMorgan Chase Bank, N.A., as Syndication Agent, and PNC Bank, National Association, The Bank of Nova Scotia and Royal Bank of Canada, as Co-Documentation Agents.

Pursuant to the provisions of Section 2.16 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a member of Borrower, it does not exercise voting power over Borrower and is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code and (v) the interest payments in question are not effectively connected with the undersigned’s conduct of a U.S. trade or business.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF BANK PARTY]

By: _____
Name:
Title:

Date: , 20[]

[FORM OF]

**U.S. TAX CERTIFICATE
(For Non-U.S. Bank Parties That Are Partnerships For U.S. Federal Income
Tax Purposes)**

Reference is hereby made to the Amended and Restated Revolving Credit Agreement dated as of October 20, 2022 (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, the Banks listed on the signature pages thereof, Mizuho Bank, Ltd., as Administrative Agent and Initial Issuing Bank, JPMorgan Chase Bank, N.A., as Syndication Agent, and PNC Bank, National Association, The Bank of Nova Scotia and Royal Bank of Canada, as Co-Documentation Agents.

Pursuant to the provisions of Section 2.16 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a member of Borrower, exercise voting power over Borrower or otherwise is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (v) none of its partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (vi) the interest payments in question are not effectively connected with the undersigned’s or its direct or indirect partners/members’ conduct of a U.S. trade or business.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of its partners/members claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF BANK PARTY]

By: _____

Name:

Title:

Date: _____, 20[]

[FORM OF]

**U.S. TAX CERTIFICATE
(For Non-U.S. Participants That Are Not Partnerships For U.S. Federal
Income Tax Purposes)**

Reference is hereby made to the Amended and Restated Revolving Credit Agreement dated as of October 20, 2022 (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, the Banks listed on the signature pages thereof, Mizuho Bank, Ltd., as Administrative Agent and Initial Issuing Bank, JPMorgan Chase Bank, N.A., as Syndication Agent, and PNC Bank National Association, The Bank of Nova Scotia and Royal Bank of Canada, as Co-Documentation Agents.

Pursuant to the provisions of Section 2.16 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (v) the interest payments in question are not effectively connected with the undersigned’s conduct of a U.S. trade or business.

The undersigned has furnished its participating Bank with a certificate of its non-U.S. person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Bank in writing and (2) the undersigned shall have at all times furnished such Bank with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: _____, 20[]

[FORM OF]

**U.S. TAX CERTIFICATE
(For Non-U.S. Participants That Are Partnerships For U.S. Federal Income
Tax Purposes)**

Reference is hereby made to the Amended and Restated Revolving Credit Agreement dated as of October 20, 2022 (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, the Banks listed on the signature pages thereof, Mizuho Bank, Ltd., as Administrative Agent and Initial Issuing Bank, JPMorgan Chase Bank, N.A., as Syndication Agent, and PNC Bank, National Association, The Bank of Nova Scotia and Royal Bank of Canada, as Co-Documentation Agents.

Pursuant to the provisions of Section 2.16 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (v) none of its partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (vi) the interest payments in question are not effectively connected with the undersigned’s or its partners/members’ conduct of a U.S. trade or business.

The undersigned has furnished its participating Bank with IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of its partners/members claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Bank and (2) the undersigned shall have at all times furnished such Bank with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____
Name:

Title:

Date: , 20[]

AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

dated as of

October 20, 2022

among

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE CORPORATION,

THE BANKS LISTED HEREIN,
JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and Initial Issuing Bank,

MIZUHO BANK, LTD.,
as successor Syndication Agent,

and

PNC BANK, NATIONAL ASSOCIATION,
THE BANK OF NOVA SCOTIA,

and

ROYAL BANK OF CANADA
as Co-Documentation Agents

J.P. MORGAN CHASE BANK, N.A.
MIZUHO BANK, LTD.

PNC CAPITAL MARKETS LLC
THE BANK OF NOVA SCOTIA,
and

RBC CAPITAL MARKETS
as Co-Lead Arrangers and Joint Bookrunners

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AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

This AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT dated as of October 20, 2022, is made by and among NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, a not-for-profit cooperative association incorporated under the laws of the District of Columbia, as Borrower, the BANKS listed on the signature pages hereof, JPMORGAN CHASE BANK, N.A., as Administrative Agent and as Initial Issuing Bank for the Letters of Credit issued or to be issued pursuant to this Agreement, MIZUHO BANK, LTD., as successor Syndication Agent, and PNC BANK, NATIONAL ASSOCIATION, THE BANK OF NOVA SCOTIA and ROYAL BANK OF CANADA, as Co-Documentation Agents.

WHEREAS, the Borrower, the several Banks, the Administrative Agent, the Syndication Agent and Co-Documentation Agents (as each is defined hereinafter) entered into an Amended and Restated Revolving Credit Agreement dated as of November 19, 2015, as amended by Amendment No. 1 dated as of November 18, 2016, Amendment No. 2 dated as of November 20, 2017, Amendment No. 3 dated as of November 28, 2018, Amendment No. 4 dated as of November 26, 2019 and Amendment No. 5 dated as of June 7, 2021 (collectively, the “Existing Credit Agreement”); and

WHEREAS, the Borrower has requested that the Banks, the Administrative Agent, the Syndication Agent and the Co-Documentation Agents agree, on the terms and conditions set forth herein, to amend and restate the Existing Credit Agreement. The Banks, Administrative Agent, Syndication Agent and Co-Documentation Agents have indicated their willingness to amend and restate the Existing Credit Agreement on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby amend and restate the Existing Credit Agreement in its entirety and the parties hereto hereby agree as follows:

ARTICLE 1 Definitions

Section 1.01. *Definitions.* The following terms, as used herein, have the following meanings:

“**1994 Indenture**” means the Indenture dated as of February 15, 1994 and as amended as of September 16, 1994 between the Borrower and U.S. Bank National Association, as trustee, as amended and supplemented from time to time, providing for the issuance in series of certain collateral trust bonds of the Borrower.

“**2007 Indenture**” means the Indenture dated as of October 25, 2007 between the Borrower and U.S. Bank National Association, as trustee, as

amended and supplemented from time to time, providing for the issuance in series of certain collateral trust bonds of the Borrower.

“**Additional Commitment Bank**” has the meaning set forth in Section 2.22(d).

“**Adjusted Daily Simple SOFR**” means an interest rate per annum equal to (a) the Daily Simple SOFR, plus (b) .10%; provided that if the Adjusted Daily Simple SOFR as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

“**Adjusted Term SOFR Rate**” means, for any Interest Period, an interest rate per annum equal to (a) the Term SOFR Rate for such Interest Period, plus (b) .10%; provided that if the Adjusted Term SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

“**Administrative Agent**” means JPMorgan Chase Bank, N.A., in its capacity as administrative agent for the Banks hereunder, and its successors in such capacity.

“**Administrative Questionnaire**” means, with respect to each Bank, the administrative questionnaire in the form submitted to such Bank by the Administrative Agent and submitted to the Administrative Agent (with a copy to the Borrower) duly completed by such Bank.

“**Affected Financial Institution**” means (i) any EEA Financial Institution or (ii) any UK Financial Institution.

“**Aggregate Commitment**” means the aggregate amount that is equal to the sum of the amounts of each of the Commitments.

“**Agreement**” means this Amended and Restated Revolving Credit Agreement, as the same may be amended from time to time.

“**Alternate Base Rate**” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1% and (c) the Adjusted Term SOFR Rate for a one month Interest Period as published two U.S. Government Securities Business Days prior to such day (or if such day is not a U.S. Government Securities Business Day, the immediately preceding U.S. Government Securities Business Day) plus 1%; provided that for the purpose of this definition, the Adjusted Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m. Chicago time on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology). Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate shall be effective from and including the effective date of such change

in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.07 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.07), then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to the foregoing would be less than 1.00%, such rate shall be deemed to be 1.00% for purposes of this Agreement.

“**Amendment Effective Date**” means the date this Agreement becomes effective in accordance with Section 3.01.

“**Anniversary Date**” has the meaning set forth in Section 2.22(a).

“**Anti-Corruption Laws**” means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or its Subsidiaries from time to time concerning or relating to bribery, corruption or money laundering.

“**Applicable Law**” means, with respect to any Person, any and all laws, statutes, regulations, rules, orders, injunctions, decrees, judgments, writs determinations or awards having the force or effect of binding such Person at law and issued by any Governmental Authority, applicable to such Person, including all Environmental Laws.

“**Applicable Lending Office**” means, with respect to any Bank, in the case of its Base Rate Loans or Term Benchmark Rate Loans, its Domestic Lending Office.

“**ASC 815**” means Accounting Standards Codification No. 815 Derivatives and Hedging, as amended from time to time (or any successor provision thereto).

“**ASC 830**” means Accounting Standards Codification No. 830 Foreign Currency Matters, as amended from time to time (or any successor provision thereto).

“**Assignee**” has the meaning set forth in Section 9.06(c).

“**Auto-Extension Letter of Credit**” has the meaning specified in Section 2.20(a)(iii).

“**Available Tenor**” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest

calculated pursuant to this Agreement as of such date, and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to clause (g) of Section 2.07.

“**Back-Up Letter of Credit**” has the meaning set forth in Section 2.01(b).

“**Bail-In Action**” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“**Bail-In Legislation**” means, (i) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (ii) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“**Bank**” means at any time, any Bank that has a Commitment specified on the Commitment Schedule hereto or any Assignee thereof and any subsequent Assignee of such Assignee which becomes a Bank pursuant to **Section 9.06(c)**.

“**Bank Extension Notice Date**” has the meaning set forth in Section 2.22(b).

“**Bank Parties**” mean the Banks and the Issuing Banks.

“**Bankruptcy Event**” means, with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, *provided* that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, *provided, further*, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

“**Base Rate Loan**” means a Committed Loan that bears interest at the Alternative Base Rate pursuant to the applicable Notice of Committed Borrowing

or Notice of Interest Rate Election, Section 2.07, the last sentence of Section 2.08(a) or Article 8.

“**Base Rate Margin**” means a rate per annum determined in accordance with the Pricing Schedule.

“**Benchmark**” means, initially, the Adjusted Term SOFR Rate; *provided* that if a Benchmark Transition Event, and the related Benchmark Replacement Date have occurred with respect to the Adjusted Term SOFR Rate, or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (d) of Section 2.07.

“**Benchmark Replacement**” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

- (1) the Adjusted Daily Simple SOFR; and
- (2) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated syndicated credit facilities at such time in the United States and (b) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Credit Documentation.

“**Benchmark Replacement Adjustment**” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention

for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities at such time.

“Benchmark Replacement Conforming Changes” means, with respect to either the use or administration of the Term SOFR Rate or the use, administration, adoption or implementation of any Benchmark Replacement and/or any Term Benchmark Revolving Loan, any technical, administrative or operational changes (including changes to the definition of “Alternate Base Rate,” the definition of “Domestic Business Day,” the definition of “U.S. Government Securities Business Day,” the definition of “Interest Period,” or any similar or analogous definition (or the addition of a concept of “interest period”), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, the formula for calculating any successor rates identified pursuant to the definition of “Benchmark Replacement”, the formula, methodology or convention for applying the successor floor to the successor Benchmark Replacement and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such Benchmark rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such Benchmark rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Credit Documentation).

“Benchmark Replacement Date” means, with respect to any Benchmark, the earlier to occur of the following events with respect to such then-current Benchmark:

- (3) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or
- (4) in the case of clause (3) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such

Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“**Benchmark Transition Event**” means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

- (5) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);
- (6) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

- (7) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“**Benchmark Unavailability Period**” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under the other Credit Documentation in accordance with Section 2.07 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under the other Credit Documentation in accordance with Section 2.07.

“**Beneficial Ownership Certification**” means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation.

“**Beneficial Ownership Regulation**” means 31 C.F.R. § 1010.230.

“**Bonds**” means any bonds issued pursuant to any of the Indentures, as the context may require.

“**Borrower**” means the National Rural Utilities Cooperative Finance Corporation, a not-for-profit cooperative association incorporated under the laws of the District of Columbia, and its successors.

“**Borrowing**” has the meaning set forth in Section 1.03.

“**Cash Collateral Account**” means a deposit account or a non-interest bearing securities account (as contemplated by Section 2.20(e)) opened, or to be opened, by the Administrative Agent and in which a Lien has been granted to the Administrative Agent for the benefit of each Bank and each Issuing Bank pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent and each Issuing Bank (which documents are hereby consented to by the Banks) to the extent that any Letter of Credit is required to be Cash Collateralized in accordance with this Agreement.

“**Cash Collateralize**” means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of each Issuing Bank and each Bank, as

collateral for the L/C Obligations, cash or deposit account balances or if the Administrative Agent and each applicable Issuing Bank shall agree in its sole discretion, other credit support, in each case pursuant to documentation and in form and substance satisfactory to the Administrative Agent and each applicable Issuing Bank.

“**Central Banking Authority**” means any central bank, reserve bank or monetary authority that is principally engaged in the regulation of the currency, money supply or commercial banking system of any given sovereign state or states.

“**Change in Law**” means (a) the adoption of any law, rule, regulation or treaty after the Effective Date, (b) any change in any law, rule, regulation or treaty or in the interpretation or application thereof by any Governmental Authority after the Effective Date or (c) compliance by any Bank Party (or, for purposes of Section 8.03(b), by its Applicable Lending Office or by such Bank Party’s holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the Effective Date; *provided however*, that notwithstanding anything therein to the contrary, (i) any requirements imposed under the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, regulations, guidelines or directives thereunder or enacted, adopted or issued in connection therewith and (ii) any requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority) or the United States financial regulatory authorities, in each case pursuant to Basel III, shall be deemed to be a “Change in Law”, regardless of the date adopted, issued, promulgated or implemented, but only if any such requirements are generally applicable to (and for which reimbursement is generally being sought by the Banks in respect of) credit transactions similar to this transaction from borrowers similarly situated to the Borrower.

“**CME Term SOFR Administrator**” means CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Co-Documentation Agents**” means PNC Bank, National Association, The Bank of Nova Scotia and Royal Bank of Canada, each in their respective capacity as documentation agent hereunder, and their respective successors in such capacity.

“**Co-Lead Arrangers**” means J.P. Morgan Chase Bank, N.A., Mizuho Bank, Ltd., PNC Capital Markets LLC, The Bank of Nova Scotia, and RBC Capital Markets,¹ each in their capacity as co-lead arranger and joint bookrunner.

“**Commitment**” means (i) with respect to any Bank, the amount, if any, set forth opposite the name of such Bank on the Commitment Schedule and (ii) with respect to any Bank that is an Assignee pursuant to Section 9.06(c), the amount of the transferor Bank’s commitment specified on the Commitment Schedule that is assigned to such Bank, and further, any subsequent assignment made by an Assignee to another Assignee of such amounts pursuant to Section 9.06(c), in each case as such amount may from time to time be increased or decreased from time to time in accordance with the terms and conditions of this Agreement.

“**Commitment Schedule**” means the commitment schedule attached hereto under the heading, Commitment Schedule.

“**Commitment Termination Date**” means November 28, 2026 or, if such day is not a Domestic Business Day, the immediately preceding Domestic Business Day.

“**Committed Borrowing**” means a Borrowing under Section 2.01(a).

“**Committed Loan**” means a Revolving Loan; *provided* that, if any such loan or loans (or portions thereof) are combined or subdivided pursuant to a Notice of Interest Rate Election, the term “Committed Loan” shall refer to the combined principal amount resulting from such combination or to each of the separate principal amounts resulting from such subdivision, as the case may be.

“**Competitive Bid**” means an offer by a Bank to make a Competitive Loan in accordance with Section 2.03.

“**Competitive Bid Rate**” means, with respect to any Competitive Bid, the Margin or the Fixed Rate, as applicable, offered by the Bank making such Competitive Bid.

“**Competitive Bid Request**” means a request by the Borrower for Competitive Bids in accordance with Section 2.03.

“**Competitive Loan**” means a Loan made pursuant to Section 2.03.

“**Confidential Information**” has the meaning set forth in Section 9.12.

“**Consolidated Entity**” means at any date any Subsidiary, and any other entity the accounts of which would be combined or consolidated with those of the

¹ RBC Capital Markets is a brand name for the capital markets businesses of Royal Bank of Canada and its affiliates.

Borrower in its combined or consolidated financial statements if such statements were prepared as of such date.

“**Corresponding Tenor**” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“**Credit Documentation**” has the meaning set forth in Section 9.15.

“**Credit Exposure**” means with respect to any Bank at any time, such Bank’s Pro Rata Share of each of (i) the aggregate principal amount of the Loans outstanding at such time and (ii) the Outstanding Amount of all L/C Obligations at such time (for the avoidance of doubt, the aggregate amount of such Bank’s participation in L/C Obligations are deemed to be “held” by such Bank for purposes of this definition).

“**Daily Simple SOFR**” means, for any day (a “**SOFR Rate Day**”), a rate per annum equal to SOFR for the day (such day “**SOFR Determination Date**”) that is five (5) U.S. Government Securities Business Day prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

“**Default**” means any occurrence or event which constitutes an Event of Default or which with the giving of notice or lapse of time or both (as specified in Section 6.01) would, unless cured or waived, become an Event of Default.

“**Defaulting Bank**” means any Bank that (a) has failed, within two Domestic Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or (iii) pay over to the Administrative Agent or any Bank Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Bank notifies the Administrative Agent and the Borrower, in writing that such failure is the result of such Bank’s good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower, the Administrative Agent or any Bank Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Bank’s good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied) or generally under other

agreements in which it commits to extend credit, (c) has failed, within three Domestic Business Days after request by the Administrative Agent (the Administrative Agent hereby agreeing to make any such written request upon a request from the Borrower) or any Bank Party, acting in good faith, to provide a certification in writing from an authorized officer of such Bank (with a copy of such certification to be provided to the Borrower) that it will comply with its obligations to fund prospective Loans and participations in then outstanding Letters of Credit under this Agreement, *provided* that such Bank shall cease to be a Defaulting Bank pursuant to this clause (c) upon such Bank Party's receipt of such certification in form and substance satisfactory to it and the Administrative Agent, or (d) has, or has a Parent, that has become the subject of (i) a Bankruptcy Event or (ii) a Bail-In Action.

“Derivative Cash Settlements” means, for any period, the line item “derivative cash settlements” as it appears on the statement of operations of the Borrower and its Consolidated Entities (or any notes thereto) for such period delivered to the Banks pursuant to Section 5.03(b), calculated in accordance with U.S. GAAP as in effect from time to time.

“Derivatives Obligations” of any Person means all obligations of such Person in respect of any rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of the foregoing transactions) or any combination of the foregoing transactions.

“Determination Date” has the meaning set forth in Section 5.09.

“Dollars” or **“\$”** refers to lawful money of the United States of America.

“Domestic Business Day” means any day except a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close.

“Domestic Lending Office” means, as to each Bank Party, its office located at its address set forth in its Administrative Questionnaire (or identified in its Administrative Questionnaire as its Domestic Lending Office) or such other office as such Bank Party may hereafter designate as its Domestic Lending Office by notice to the Borrower and the Administrative Agent.

“EEA Financial Institution” means (a) any institution established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any institution established in an EEA Member Country which is a subsidiary of an

institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any member state of the European Union, Iceland, Liechtenstein and Norway.

“EEA Resolution Authority” means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“Effective Date” means November 19, 2015.

“Environmental Laws” means any and all federal, state, local and foreign statutes, laws, judicial decisions, regulations, ordinances, rules, judgments, orders, decrees, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and governmental restrictions relating to the environment, the effect of the environment on human health or to emissions, discharges or releases of pollutants, contaminants, Hazardous Substances or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, Hazardous Substances or wastes or the clean-up or other remediation thereof.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, or any successor statute.

“ERISA Group” means the Borrower, any Subsidiary and all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with the Borrower or any Subsidiary, are treated as a single employer under Section 414(b) or (c) of the Code or, for purposes of Section 412 of the Code, under Section 414(b), (c), (m) or (o) of the Code.

“Erroneous Payment” has the meaning assigned to it in Section 7.11(a).

“Erroneous Payment Subrogation Rights” has the meaning assigned to it in Section 7.11(c).

“EU Bail-In Legislation Schedule” means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

“Euro-Dollar Loan” has the meaning set forth in the Existing Credit Agreement.

“Event of Default” has the meaning set forth in Section 6.01.

“**Excluded Taxes**” means, with respect to any payment made by the Borrower under this Agreement or the Notes, any of the following Taxes imposed on or with respect to a Recipient:

(b) income Taxes imposed on (or measured by) net income and franchise Taxes by the United States of America, or by the jurisdiction under the laws of which such Recipient is organized or in which its principal office is located or, in the case of any Bank Party, in which its applicable lending office is located or are Other Connection Taxes, (b) any branch profits Taxes imposed by the United States of America or any similar Taxes imposed by any other jurisdiction in which the Borrower is located or are Other Connection Taxes, (c) in the case of a Non U.S. Bank Party (other than an assignee pursuant to a request by the Borrower under Section 2.19(b)), any U.S. Federal withholding Taxes resulting from any law in effect on the date such Non U.S. Bank Party becomes a party to this Agreement (or designates a new lending office) or is attributable to such Non U.S. Bank Party’s failure to comply with Section 2.16(f), except to the extent that such Non U.S. Bank Party (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to such withholding Taxes pursuant to Section 2.16(a) and (d) any U.S. Federal withholding Taxes imposed under FATCA.

“**Existing Commitment Termination Date**” has the meaning set forth in Section 2.22(a).

“**Existing Credit Agreement**” has the meaning set forth in first WHEREAS clause above.

“**Existing Letters of Credit**” means the letters of credit issued and outstanding under the Existing Credit Agreement as of the Amendment Effective Date and set forth in the Existing Letters of Credit Schedule hereto.

“**Extension Date**” has the meaning set forth in Section 2.22(d).

“**Facility Fee Rate**” means a rate per annum determined in accordance with the Pricing Schedule.

“**Farmer Mac**” means the Federal Agricultural Mortgage Corporation, a corporation organized and existing under the laws of the United States of America and a federally-chartered instrumentality of the United States of America and an institution of the Farm Credit System.

“**Farmer Mac Master Note Purchase Agreement**” means that certain Amended and Restated Master Note Purchase Agreement, dated as of March 24, 2011, as amended by the First Supplemental Note Purchase Agreement dated as of March 24, 2011, the Amended and Restated First Supplemental Note Purchase Agreement dated as of January 8, 2015, the Second Amended and Restated First Supplemental Note Purchase Agreement dated as of February 26, 2018, the Third Amended and Restated First Supplemental Note Purchase Agreement dated as of

May 20, 2021, and the Fourth Amended and Restated First Supplemented Note Purchase Agreement dated as of June 15, 2022, among Farmer Mac Mortgage Securities Corporation, a wholly owned subsidiary of Farmer Mac, Farmer Mac and the Borrower.

“**Farmer Mac Master Note Purchase Agreement Liens**” means Liens on any assets of the Borrower required to be pledged as collateral to support obligations of the Borrower with respect to any notes issued pursuant to the Farmer Mac Master Note Purchase Agreement.

“**Farmer Mac Master Note Purchase Agreement Limit**” shall be the lesser of (i) the aggregate purchase amount of notes available for purchase at any such time, without regards to whether any such notes have been purchased, pursuant to one or more supplemental note purchase agreements to the Farmer Mac Master Note Purchase Agreement in effect at such time or (ii) \$1,000,000,000.

“**Farmer Mac Master Note Purchase Agreement Obligations**” means notes issued pursuant to the Farmer Mac Master Note Purchase Agreement.

“**FATCA**” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b) of the Code, and any applicable intergovernmental agreements and related legislation and official administrative rules or practices with respect thereto.

“**Federal Funds Effective Rate**” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as shall be set forth on the NYFRB’s Website from time to time, and published on the next succeeding Domestic Business Day by the NYFRB as the effective federal funds rate; provided that if the Federal Funds Effective Rate as so determined would be less than 0%, such rate shall be deemed to be 0% for the purposes of this Agreement.

“**Federal Reserve Board**” means the Board of Governors of the Federal Reserve System of the United States of America.

“**Fee Letters**” means those certain Fee Letters dated September 14, 2022 among the Borrower, the Administrative Agent, the Syndication Agent and the Co-Lead Arrangers.

“**Fitch**” means Fitch Ratings, Inc., and its successors.

“**Fixed Rate**” means, with respect to any Competitive Loan (other than a Term SOFR Competitive Loan), the fixed rate of interest per annum specified by the Lender making such Competitive Loan in its related Competitive Bid.

“**Fixed Rate Loan**” means a Competitive Loan bearing interest at a Fixed Rate.

“**Fixed Rate Borrowing**” means a Alternate Base Rate Loan.

“**Fixed Rate Loans**” means Term Benchmark Loans.

“**Floor**” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Adjusted Term SOFR Rate or the Adjusted Daily Simple SOFR, as applicable. For the avoidance of doubt the initial Floor for each of Adjusted Term SOFR Rate or the Adjusted Daily Simple SOFR shall be 0%.

“**Foreclosed Asset**” has the meaning set forth in Section 5.12.

“**Fronting Fee**” has the meaning specified in Section 2.09(d).

“**Governmental Authority**” means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“**Group of Loans**” means, at any time, a group of Loans consisting of (i) all Committed Loans which are Base Rate Loans at such time or (ii) all Term Benchmark Loans having the same Interest Period at such time; *provided* that if a Committed Loan of any particular Bank is converted to or made as a Base Rate Loan pursuant to Article 8, such Loan shall be included in the same Group or Groups of Loans from time to time as it would have been in if it had not been so converted or made.

“**Guarantee**” by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Indebtedness or lease payments of any other Person or otherwise in any manner assuring the holder of any Indebtedness of, or the obligee under any lease of, any other Person through an agreement, contingent or otherwise, to purchase Indebtedness or the property subject to such lease, or to purchase goods, supplies or services primarily for the purpose of enabling the debtor or obligor to make payment of the Indebtedness or under such lease or of assuring such Person against loss, or to supply funds to or in any other manner invest in the debtor or obligor, or otherwise; *provided* that the term “**Guarantee**” shall not include endorsements for collection or deposit in the ordinary course of business. The term “**Guarantee**” when used as a verb has a correlative meaning.

“**Guaranteed Portion**” has the meaning set forth in the definition of RUS Guaranteed Loan.

“**Hazardous Substances**” means any toxic, radioactive, caustic or otherwise hazardous substance, including petroleum, its derivatives, by-products and other hydrocarbons, or any substance having any constituent elements displaying any of the foregoing characteristics.

“**Honor Date**” has the meaning specified in Section 2.20(b)(i).

“**Increased Amount Date**” has the meaning set forth in Section 2.17(b).

“**Incremental Bank**” has the meaning set forth in Section 2.17(b).

“**Incremental Commitments**” has the meaning set forth in Section 2.17(b).

“**Indebtedness**” with respect to any Person means:

- (1) all indebtedness which would appear as indebtedness on a balance sheet of such Person prepared in accordance with U.S. GAAP (i) for money borrowed, (ii) which is evidenced by securities sold for money or (iii) which constitutes purchase money indebtedness;
- (2) all indebtedness of others Guaranteed by such Person;
- (3) all indebtedness secured by any Lien upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such indebtedness; and
- (4) all indebtedness of such Person created or arising under any conditional sale or other title retention agreement (including any lease in the nature of a title retention agreement) with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession of such property), but only if such property is included as an asset on the balance sheet of such Person;

provided that, in computing the “**Indebtedness**” of such Person, there shall be excluded any particular indebtedness if, upon or prior to the maturity thereof, there shall have been deposited with the proper depository in trust money (or evidences of such indebtedness) in the amount necessary to pay, redeem or satisfy such indebtedness, and thereafter such money and evidences of indebtedness so deposited shall not be included in any computation of the assets of such Person; and *provided further* that no provision of this definition shall be construed to include as “**Indebtedness**” of the Borrower or its Consolidated Entities any indebtedness by virtue of any agreement by the Borrower or its Consolidated Entities to advance or supply funds to Members.

“**Indemnified Taxes**” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by the Borrower under this

Agreement or the Notes and (b) to the extent not described in clause (a), Other Taxes.

“**Indenture**” means either the 1994 Indenture, the 2007 Indenture or any other Indenture that provides for borrowing on terms not materially more disadvantageous to the Borrower’s unsecured creditors than the borrowings under the 1994 Indenture or the 2007 Indenture, and “**Indentures**” means all such Indentures.

“**Initial Issuing Bank**” means JPMorgan Chase Bank, N.A. and U.S. Bank National Association, each in its capacity as an initial issuing bank for the letters of credit issued or to be issued pursuant to this Agreement, and its successors in such capacity as provided in Section 2.20(b).

“**Initial Issuing Bank Sublimit**” means \$25,000,000 with respect to JPMorgan Chase Bank, N.A. and \$50,000,000 with respect to U.S. Bank National Association. The Initial Issuing Bank Sublimit is part of, and not in addition to, the Commitment of each Initial Issuing Bank.

“**Interest Expense**” means, for any period, the line item “interest expense” as it appears on the statement of operations of the Borrower and its Consolidated Entities for such period delivered to the Banks pursuant to Section 5.03(b), calculated in accordance with U.S. GAAP as in effect from time to time.

“**Interest Period**” means: (1) with respect to each Term Benchmark Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter (in each case, subject to the availability for the Benchmark applicable to the relevant Loan or Commitment), as the Borrower may elect in the applicable Notice of Borrowing; *provided* that:

(c) any Interest Period which would otherwise end on a day which is not a Domestic Business Day shall be extended to the next succeeding Domestic Business Day unless such Domestic Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Domestic Business Day;

(d) any Interest Period which begins on the last Domestic Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall, subject to clause (d) below, end on the last Domestic Business Day of the last calendar month of such Interest Period;

(e) no tenor that has been removed from this definition pursuant to Section 2.07(g) shall be available for specification in such Notice of Borrowing or Notice of Interest Rate Election; and

(f) any Interest Period of any Term Benchmark Loan included in such Borrowing which would otherwise end after the Maturity Date shall, with respect to such Term Benchmark Loan, end on such Maturity Date;

(1) with respect to each Base Rate Borrowing, the period commencing on the date of such Borrowing and ending 30 days thereafter; *provided* that:

(g) any Interest Period which would otherwise end on a day which is not a Domestic Business Day shall be extended to the next succeeding Domestic Business Day; and

(h) any Interest Period of any Base Rate Loan included in such Borrowing which would otherwise end after the Maturity Date shall, with respect to such Base Rate Loan, end on such Maturity Date.

(1) with respect to any Fixed Rate Borrowing, the period (which shall not be less than 7 days or more than 360 days) commencing on the date of such Borrowing and ending on the date specified in the applicable Competitive Bid Request.

“**Investments**” has the meaning set forth in Section 5.12.

“**IRS**” means the United States Internal Revenue Service.

“**ISDA Definitions**” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

“**ISP**” means, with respect to any Letter of Credit, the “International Standby Practices 1998” published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance of such Letter of Credit).

“**Issuer Documents**” means, with respect to any Letter of Credit, the Letter of Credit Application and any other document, agreement and instrument entered into by any Issuing Bank and the Borrower (or any Consolidated Entity of the Borrower) or in favor of any Issuing Bank and relating to any such Letter of Credit.

“**Issuing Bank**” means the Initial Issuing Bank and any Bank appointed by the Borrower (with the consent of the Administrative Agent) as such and each Person that shall become an Issuing Bank hereunder pursuant to Section 2.20(1) or Section 9.06(f). Each Issuing Bank may, with the consent of the Borrower (such consent not to be unreasonably withheld), arrange for one or more Letters of Credit to be issued by affiliates of such Issuing Bank, in which case the term

“Issuing Bank” shall include any such affiliate with respect to Letters of Credit issued by such affiliate.

“**Joint Venture**” means any corporation, partnership, association, joint venture or other entity in which the Borrower, directly or indirectly through Subsidiaries or Joint Ventures, has an equity interest at the time of 10% or more but which is not a Subsidiary; *provided* that no Person whose only assets are RUS Guaranteed Loans and investments incidental thereto shall be deemed a Joint Venture; *provided further* that any investment by the Borrower, directly or indirectly through Subsidiaries or Joint Ventures, in (or any of their other interests in) any equity securities of Farmer Mac shall not be deemed a Joint Venture.

“**L/C Advance**” means, with respect to each Bank, such Bank’s funding of its participation in any L/C Borrowing in accordance with its Pro Rata Share.

“**L/C Borrowing**” means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced as a Borrowing.

“**L/C Credit Extension**” means, with respect to any Letter of Credit, the issuance thereof, the extension of the expiry date thereof or the increase of the amount thereof.

“**L/C Obligations**” means, as at any date of determination, the aggregate undrawn amount of all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all L/C Borrowings. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“**Letter of Credit Application**” means an application and agreement for the issuance or amendment of a Letter of Credit to be issued hereunder by any Issuing Bank in the form from time to time in use by such Issuing Bank.

“**Letter of Credit Expiration Date**” means the day that is five Domestic Business Days prior to the Commitment Termination Date.

“**Letter of Credit Fee**” has the meaning specified in Section 2.09(c).

“**Letter of Credit Sublimit**” means \$150,000,000. The Letter of Credit Sublimit is part of , and not in addition to, the aggregate Commitments.

“**Letters of Credit**” means letters of credit issued by any Issuing Bank pursuant to Section 2.01(b) and any Existing Letters of Credit.

“**Lien**” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset. For

the purposes of this Agreement, the Borrower or any Subsidiary shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset.

“**Lien Exception Amount**” means \$18,000,000,000.

“**Loan**” means a Base Rate Loan, a Term Benchmark Loan or a Competitive Loan, made by any Bank, as applicable and “**Loans**” means Base Rate Loans, Term Benchmark Loans or Competitive Loans or any combination of the foregoing in each case made hereunder by a Bank. As of the Amendment Effective Date, all Euro-Dollar Loans have been converted to Term Benchmark Loans.

“**Margin**” means, with respect to any Term SOFR Competitive Loan, the marginal rate of interest, if any, to be added to or subtracted from the Adjusted Term SOFR to determine the rate of interest applicable to such Loan, as specified by the Bank making such Loan in its related Competitive Bid.

“**Maturity Date**” means with respect to any Loan, the Commitment Termination Date.

“**Member**” means any Person which is a member or a patron of the Borrower.

“**Members’ Subordinated Certificate**” means a note of the Borrower or its Consolidated Entities substantially in the form of the membership subordinated subscription certificates and the loan and guarantee subordinated certificates outstanding on the date of the execution and delivery of this Agreement and any other Indebtedness of the Borrower or its Consolidated Entities having substantially similar provisions as to subordination as those contained in said outstanding membership subordinated subscription certificates and loan and guarantee subordinated certificates.

“**Moody’s**” means Moody’s Investors Service, Inc., and its successors.

“**Multiple Employer Plan**” means a single employer plan, as defined in Section 4001 of ERISA and subject to Title IV of ERISA, which has two or more contributing sponsors, one of whom is the Borrower or a Subsidiary of the Borrower or any member of the ERISA Group, at least two of whom are not under common control, within the meaning of Section 4063 of ERISA.

“**Net Income**” means, for any period, the line item “net income” on the consolidated statement of operations of the Borrower and its Consolidated Entities, as it appears in the financial statements for such period delivered to the Banks pursuant to Section 5.03(b), and each calculated in accordance with U.S. GAAP as in effect from time to time; *provided* that non-cash adjustments (whether positive or negative) required to be made pursuant to ASC 815 and ASC

830 on each such line item shall be excluded from the calculation thereof to the extent otherwise included therein.

“**Non-Extending Bank**” has the meaning set forth in Section 2.22(b).

“**Non-Extension Notice Date**” has the meaning specified in Section 2.20(a)(iii).

“**Non-U.S. Bank Party**” means a Bank Party that is not a U.S. Person.

“**Notes**” means, to the extent requested by Bank, promissory notes of the Borrower, substantially in the form of Exhibit A hereto, evidencing the obligation of the Borrower to repay the Loans, and “**Note**” means any one of such promissory notes issued hereunder.

“**Notice of Borrowing**” means a Notice of Committed Borrowing.

“**Notice of Committed Borrowing**” has the meaning set forth in Section 2.02.

“**Notice of Interest Rate Election**” has the meaning set forth in Section 2.08(a).

“**NYFRB**” means the Federal Reserve Bank of New York.

“**NYFRB’s Website**” means the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

“**NYFRB Rate**” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Domestic Business Day, for the immediately preceding Domestic Business Day); provided that if none of such rates are published for any day that is a Domestic Business Day, the term “**NYFRB Rate**” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined be less than 0%, such rate shall be deemed to be 0% for purposes of this Agreement.

“**Obligations**” means all advances to, and debts, liabilities, obligations, covenants and duties of, the Borrower arising under this Agreement or otherwise with respect to any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against the Borrower or any affiliate thereof of any proceeding under any debtor relief laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed or allowable claims in such proceeding. Without limiting the foregoing, the Obligations

include (a) the obligation to pay principal, interest, Letter of Credit commissions, charges, expenses, fees, indemnities and other amounts payable by the Borrower under this Agreement and (b) the obligation of the Borrower to reimburse any amount in respect of any of the foregoing that the Administrative Agent or any Bank, in each case in its sole discretion, may elect to pay or advance on behalf of the Borrower.

“**Other Connection Taxes**” means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Taxes (other than a connection arising from such Recipient having executed, delivered, enforced, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, or engaged in any other transaction pursuant to, or enforced, this Agreement or the Notes, or sold or assigned an interest in this Agreement or the Notes).

“**Other Taxes**” means any present or future stamp, court, documentary, intangible, recording, filing or similar excise or property Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, or from the registration, receipt or perfection of a security interest under, or otherwise with respect to, this Agreement or the Notes, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment under Section 2.18).

“**Outstanding Amount**” means with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any relevant L/C Credit Extension occurring on such date and any other changes in the aggregate amount of such L/C Obligations as of such date, including as a result of any reimbursements of outstanding unpaid drawings under any relevant Letters of Credit or any reductions in the maximum amount available for drawing under any relevant Letters of Credit taking effect on such date.

“**Overnight Bank Funding Rate**” means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in dollars by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the NYFRB’s Website from time to time, and published on the next succeeding Domestic Business Day by the NYFRB as an overnight bank funding rate.

“**Parent**” means, with respect to any Bank, any Person as to which such Bank is, directly or indirectly, a subsidiary.

“**Participant**” has the meaning set forth in Section 9.06(b).

“**Participant Register**” has the meaning set forth in Section 9.06(b).

“Patronage Capital Certificates” means those certificates that evidence the portion of Net Income allocated by the Borrower among its Members in accordance with applicable cooperative principles.

“Payment Recipient” has the meaning assigned to it in Section 7.11(a).

“PBGC” means the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under ERISA.

“Performance Letter of Credit” means any Existing Letter of Credit issued under the Existing Credit Agreement or any Letter of Credit issued under this Agreement, in each case, in order to guarantee performance under a contract.

“Person” means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“Plan” means any multiemployer plan or single employer plan (including any Multiple Employer Plan), as defined in Section 4001 and subject to Title IV of ERISA, which is maintained or contributed to by, or at any time during the five calendar years preceding the date of this Agreement was maintained or contributed to by, the Borrower or a Subsidiary of the Borrower or any member of the ERISA Group.

“Pricing Schedule” means the Pricing Schedule attached hereto.

“Prime Rate” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“Pro Rata Share” means, with respect to each Bank at any time, a fraction (expressed as a percentage, carried out to the ninth decimal place), the numerator of which is the amount of the Commitment of such Bank and the denominator of which is the total amount of the Commitments, subject to adjustment as provided in Section 2.19(a)(iv); *provided* that if the commitment of each Bank to make Revolving Loans and the obligation of each Issuing Bank to make L/C Credit Extensions have been terminated pursuant to Sections 2.10 or 6.01, then the Pro Rata Share of each Bank shall be determined based on the Pro Rata Share of such Bank immediately prior to such termination and after giving effect to any subsequent assignments made pursuant to the terms hereof.

“**Qualified Subordinated Indebtedness**” means (i) the Borrower’s 4.75% Subordinated Deferrable Interest Notes due 2043, (ii) the Borrower’s 5.25% Subordinated Deferrable Interest Notes due 2046, (iii) the Borrower’s 5.50% Subordinated Deferrable Interest Notes due 2064 and (iv) any other subordinated as those contained in the instruments and documents relating to the foregoing Indebtedness or that would be junior to any of the foregoing; provided that such Indebtedness (a) will not mature prior to the Maturity Date and (b) does not require payments of principal prior to the Commitment Termination Date; except pursuant to acceleration or at the option of the Borrower.

“**Recipient**” means, as applicable, (a) the Administrative Agent, (b) any Bank and (c) the Issuing Bank.

“**REDLG Program Liens**” means Liens on any asset of the Borrower required to be pledged as collateral to support obligations of the Borrower with respect to any government Guarantee provided pursuant to regulations issued under the Rural Electrification Act of 1936, 7 U.S.C. 901 et. seq., and the Food, Conservation and Energy Act of 2008, Pub. L. 110-234 Stat. 923 (“**REDLG Obligations**”) so long as such Guarantee supports long-term Indebtedness issued by the Borrower and permitted by Section 5.09.

“**REDLG Obligations**” has the meaning set forth in the definition of REDLG Program Liens.

“**Reference Time**” with respect to any setting of the then-current Benchmark means (1) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two U.S. Government Securities Business Days preceding the date of such setting, (2) if the RFR for such Benchmark is Daily Simple SOFR, then four Business Days prior to such setting or (3) if such Benchmark is none of the Term SOFR Rate or Daily Simple SOFR, the time determined by the Administrative Agent in its reasonable discretion.

“**Regulation U**” means Regulation U of the Board of Governors of the Federal Reserve System, as in effect from time to time.

“**Regulation X**” means Regulation X of the Board of Governors of the Federal Reserve System, as in effect from time to time.

“**Relevant Governmental Body**” means, the Federal Reserve Board and/ or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB or, in each case, any successor thereto.

“**Relevant Rate**” means with respect to any Term Benchmark Borrowing, the Adjusted Term SOFR Rate.

“**Reportable Event**” means an event described in Section 4043(c) of ERISA or regulations promulgated by the Department of Labor thereunder (with

respect to which the 30 day notice requirement has not been waived by the PBGC).

“**Required Banks**” means, subject to Section 2.19, at any time Banks having at least 51% of the sum of (i) the aggregate amount of the unused Commitments, (ii) the aggregate principal outstanding amount of the Loans (including Competitive Loans) and (iii) the Outstanding Amount of all L/C Obligations (with the aggregate amount of each Bank’s participation in L/C Obligations deemed “held” by such Bank for purposes of this definition).

“**Resolution Authority**” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“**Responsible Officer**” means (i) with respect to the Borrower, the Chief Financial Officer, the Chief Executive Officer, an Assistant Secretary-Treasurer, the Controller, the Vice President, Capital Markets Relations or, in each case, an authorized signatory of such Person and (ii) with respect to any other Person, the president, any vice-president, the chief financial officer, any assistant-treasurer or, in each case, an authorized signatory of such Person.

“**Revolving Credit Period**” means the period from and including the Effective Date to but excluding the Commitment Termination Date.

“**Revolving Loan**” means a loan made by a Bank pursuant to Section 2.01(a).

“**RUS**” means the Rural Utilities Service of the Department of Agriculture of the United States of America (as successor to the Rural Electrification Administration of the Department of Agriculture of the United States of America) or any other regulatory body which succeeds to its functions.

“**RUS Guaranteed Loan**” means any loan made by any Person, which loan is guaranteed, in whole or in part, as to principal and interest by the United States of America through the RUS pursuant to a guarantee, which guarantee contains provisions no less favorable to the holder thereof than the provisions set forth in the form of Exhibit B-1 or Exhibit B-2 hereto; and “**Guaranteed Portion**” of any RUS Guaranteed Loan means that portion of principal of, and interest on, such RUS Guaranteed Loan which is guaranteed by the United States of America through the RUS.

“**S&P**” means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, or any successor thereto.

“**Sanctioned Country**” means, at any time, a country or territory which is the subject or target of any Sanctions.

“**Sanctioned Person**” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign

Assets Control of the U.S. Department of the Treasury, the U.S. Department of State or any other U.S. Governmental Authority, as may be amended, supplemented or substituted from time to time, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

“**Sanctions**” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State.

“**Securities and Exchange Commission**” means the Securities and Exchange Commission or any other U.S. federal governmental authority succeeding to any or all of the functions of the Securities and Exchange Commission.

“**SOFR**” means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

“**SOFR Administrator**” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“**SOFR Administrator’s Website**” means the NYFRB’s website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“**SOFR Determination Date**” has the meaning specified in the definition of “Daily Simple SOFR”.

“**SOFR Rate Day**” has the meaning specified in the definition of “Daily Simple SOFR”.

“**Special Purpose Subsidiary**” has the meaning set forth in Section 5.12.

“**Specified Date**” has the meaning set forth in Section 2.22(c).

“**Standby Letter of Credit**” means any Letter of Credit issued under this Agreement, other than (i) a Trade Letter of Credit, (ii) a Performance Letter of Credit or (iii) a Backup Letter of Credit in support of either a performance letter of credit or a trade letter of credit issued by the Borrower.

“**Start-up Investments**” has the meaning set forth in Section 5.12.

“**Subsidiary**” of any Person means (i) any corporation more than 50% of whose stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time stock of any class or classes of such corporation shall

have or might have voting power by reason of the happening of any contingency) is at the time owned by such Person directly or indirectly through its Subsidiaries, and (ii) any other Person in which such Person directly or indirectly through Subsidiaries has more than a 50% voting and equity interest; *provided* that no Person whose only assets are RUS Guaranteed Loans and investments incidental thereto shall be deemed a Subsidiary.

“**Superior Indebtedness**” means all Indebtedness of the Borrower and its Consolidated Entities (other than Members’ Subordinated Certificates and Qualified Subordinated Indebtedness), but excluding (i) Indebtedness of the Borrower or any of its Consolidated Entities to the extent that the proceeds of such Indebtedness are used to fund Guaranteed Portions of RUS Guaranteed Loans and (ii) any indebtedness of any Member Guaranteed by the Borrower or any of its Consolidated Entities (“**Guaranteed Indebtedness**”), to the extent that either (x) the long-term unsecured debt of such Member is rated at least BBB+ by S&P, Baal by Moody’s or BBB+ by Fitch, (y) the long-term secured debt of such Member is rated at least A- by S&P, A3 by Moody’s or A- by Fitch or (z) the payment of principal and interest by the Borrower or any of its Consolidated Entities in respect of such Guaranteed Indebtedness is covered by insurance or reinsurance provided by an insurer having an insurance financial strength rating of AAA by S&P, a financial strength rating of Aaa by Moody’s or a financial strength rating of AAA by Fitch.

“**Syndication Agent**” means Mizuho Bank, Ltd., in its capacity as Syndication Agent hereunder, and its successors in such capacity.

“**Taxes**” means any present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“**Term Benchmark**” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted Term SOFR Rate.

“**Term Benchmark Loan**” means a Committed Loan or Competitive Loan that bears interest at the Adjusted Term SOFR Rate pursuant to the applicable Notice of Committed Borrowing or Notice of Interest Rate Election, *provided, however*, that this definition does not include any Loan bearing interest pursuant to clause (c) of the definition of “Alternate Base Rate”.

“**Term Benchmark Margin**” means a rate per annum determined in accordance with the Pricing Schedule.

“**Term SOFR Competitive Loan**” means a Competitive Loan that bears interest at the Term SOFR Rate.

“**Term SOFR Determination Day**” has the meaning assigned to it under the definition of Term SOFR Reference Rate.

“**Term SOFR Rate**” means, with respect to any Term Benchmark Borrowing and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

“**Term SOFR Reference Rate**” means, for any day and time (such day, the “**Term SOFR Determination Day**”), with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the “Term SOFR Reference Rate” for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

“**TIER**” means, for any period, the ratio of (x) Net Income *plus* Interest Expense *plus* Derivative Cash Settlements to (y) Interest Expense *plus* Derivative Cash Settlements, in each case for such period.

“**Trade Letter of Credit**” means any Existing Letter of Credit issued under the Existing Credit Agreement or any Letter of Credit issued under this Agreement, in each case, for the benefit of a supplier of goods or services to effect payment for such goods or services, the conditions to drawing under which include the presentation to an Issuing Bank.

“**Type**” refers to whether a Loan is a Base Rate Loan or a Term Benchmark Loan or, in the case of a Competitive Loan or Borrowing, a Fixed Rate Loan or a Term Benchmark Loan.

“**UK Financial Institution**” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which

includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“**UK Resolution Authority**” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“**Unadjusted Benchmark Replacement**” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“**Unreimbursed Amount**” has the meaning specified in Section 2.20(b)(i).

“**U.S. GAAP**” means the generally accepted accounting principles as promulgated, from time to time, by the Financial Accounting Standards Board.

“**U.S. Government Securities Business Day**” means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“**U.S. Person**” means a “United States person” within the meaning of Section 7701(a)(30) of the Code.

“**U.S. Tax Certificate**” has the meaning assigned to such term in Section 2.16(f)(ii)(D)(2).

“**Withholding Agent**” means the Borrower and the Administrative Agent.

“**Write-Down and Conversion Powers**” means, (i) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (ii) with respect to any UK Resolution Authority, any powers of such UK Resolution Authority from time to time under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.02. *Accounting Terms and Determinations.*

(a) Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made and all financial statements required to be delivered hereunder shall be prepared in accordance with U.S. GAAP as in effect from time to time, applied on a basis consistent (except for changes concurred in by the Borrower's independent public accountants) with the most recent audited financial statements of the Borrower and its Consolidated Entities delivered to the Bank Parties.

(b) If the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for that purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change becomes effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

Section 1.03. *Types of Borrowings.* The term "**Borrowing**" denotes the aggregation of Loans of one or more Banks to be made to the Borrower pursuant to Article 2 on a single date and for a single Interest Period. Borrowings are classified for purposes of this Agreement either by reference to the pricing of Loans comprising such Borrowing (*e.g.*, a "**Term Benchmark Borrowing**" is a Borrowing comprised of Term Benchmark Loans) or by reference to the provisions of Article 2 under which participation therein is determined (*i.e.*, a "**Revolving Borrowing**" is a Borrowing under Section 2.01(a) in which all Banks participate in proportion to their Commitments. Each Competitive Loan shall be made in accordance with the procedures set forth in Section 2.03. All Loans and all Borrowings, including with respect to their respective Interest Periods, under the Existing Credit Agreement, if any, are listed on the Existing Commitment Schedule, that are outstanding on the Amendment Effective Date shall become Loans and Borrowings with the same Interest Period under this Agreement.

Section 1.04. *Letter of Credit.* Unless otherwise specified, all references herein to the amount of a Letter of Credit at any time shall be deemed to mean the stated face amount of such Letter of Credit in effect at such time; *provided, however*, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed the maximum stated amount of such Letter of Credit after giving effect to all increases or decreases, as applicable, thereof, whether or not such maximum face amount is in effect at such time. All Existing Letters of Credit issued and outstanding on the Amendment Effective Date shall be deemed to be Letters of

Credit under this Agreement and from and after the Amendment Effective Date shall be subject to and governed by the terms and conditions hereof.

Section 1.05. *Divisions.* For all purposes under this Agreement, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its equity interests at such time

Section 1.06. *Interest Rates; Benchmark Notification.* The interest rate on a Loan denominated in dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Each Competitive Borrowing shall be comprised entirely of Term Benchmark Loans or Fixed Rate Loans as the Borrower may request in accordance herewith. Upon the occurrence of a Benchmark Transition Event, Section 2.07 provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to (a) the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability, or (b) the effect implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or replacement rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Bank or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE 2
The Credits

Section 2.01. *Commitments to Lend and Issue Letters of Credit.* (a) *Revolving Loans.* During the Revolving Credit Period each Bank severally agrees, on the terms and conditions set forth in this Agreement, to make loans to the Borrower pursuant to this Section from time to time in amounts such that the sum of (x) the aggregate principal amount of Revolving Loans by such Bank at any one time outstanding *plus* (y) such Bank's Pro Rata Share of the Outstanding Amount of all L/C Obligations shall not exceed the amount of its Commitment. Each Borrowing shall be in an aggregate principal amount of \$10,000,000 or any larger multiple of \$1,000,000 (except that any such Borrowing may be in the maximum aggregate amount available in accordance with Section 3.03(d)) and shall be made from the several Banks ratably in proportion to their respective Commitments. Within the foregoing limits, the Borrower may borrow under this Section, repay or, to the extent permitted by Section 2.12, prepay Loans and reborrow at any time during the Revolving Credit Period under this Section. All Loans will be made by all Banks in accordance with their Pro Rata Share of the Aggregate Commitments until the Commitment Termination Date, and in each case subject to the limitations set forth in Section 3.03(d) and subject to Section 2.03, each Competitive Loan shall be made in accordance with the procedures set forth in Section 2.03.

(a) *Letters of Credit.* Subject to the terms and conditions set forth herein, (i) each Issuing Bank agrees, in reliance upon the agreements of the other Banks set forth in Section 2.20, (A) from time to time on any Domestic Business Day during the period from the Amendment Effective Date until the Letter of Credit Expiration Date, to make L/C Credit Extensions either (i) for the account of the Borrower, its Consolidated Entities, its Members or members of its Consolidated Entities or (ii) in support of a letter of credit issued by the Borrower as a back-up confirmation or backup credit support of such letter of credit ("**Back-Up Letter of Credit**"), and to amend or extend Letters of Credit previously issued by it, in accordance with Section 2.20(a)(i) and (ii), and (B) to honor drawings under the Letters of Credit issued by it; and (ii) the Banks severally agree to participate in Letters of Credit issued for the account of the Borrower, its Consolidated Entities, its Members or members of its Consolidated Entities and any L/C Borrowings thereunder; *provided* that after giving effect to any L/C Credit Extension with respect to any Letter of Credit, (1) the sum of (x) the aggregate principal amount of Revolving Loans of any Bank, *plus* (y) such Bank's Pro Rata Share of the Outstanding Amount of all L/C Obligations shall not exceed such Bank's Commitment, (2) the Outstanding Amount of all L/C Obligations shall not exceed the Letter of Credit Sublimit and (3) the Outstanding Amount of all L/C Obligations of each Initial Issuing Bank shall not exceed the Initial Issuing Bank Sublimit of such Initial Issuing Bank unless otherwise agreed by such Initial Issuing Bank. Each request by the Borrower for the issuance of, or an amendment to increase the amount of, any Letter of Credit shall be deemed to be a representation by the Borrower that the L/C Credit Extension so requested

complies with the condition set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrower's ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrower may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed.

(b) *Letters of Credit Generally.* (i) No Issuing Bank shall issue any Letter of Credit if the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless all the Banks have approved such expiry date; provided that in no event shall the expiry date of any requested Letter of Credit occur on or after the Domestic Business Day immediately preceding the Commitment Termination Date. An Issuing Bank shall be under no obligation to issue any Letter of Credit if the issuance of such Letter of Credit would violate such Issuing Bank's internal policies.

(i) No Issuing Bank shall be under any obligation to make any L/C Credit Extension if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such Issuing Bank from issuing such Letter of Credit, or any Applicable Law applicable to such Issuing Bank or any request or directive (whether or not having the force of law, but if not having the force of law, being a request or directive which is generally complied with by comparable financial institutions) from any Governmental Authority with jurisdiction over such Issuing Bank shall prohibit, or request that the Issuing Bank refrain from the issuance of Letters of Credit generally or such Letter of Credit in particular or shall impose upon such Issuing Bank with respect to such Letter of Credit any restriction, reserve or capital requirement (for which such Issuing Bank is not otherwise compensated hereunder) not in effect on the Amendment Effective Date, or shall impose upon such Issuing Bank any unreimbursed loss, cost or expense which was not applicable on the Amendment Effective Date and which such Issuing Bank in good faith reasonably deems material to it; *provided, however*, that in the event a Bank Party participating in the Letters of Credit is not affected by any such restriction, requirement or imposition, and is able to issue such Letter of Credit and expressly agrees in its sole discretion to issue such Letter of Credit, such Bank Party, subject to the consent of the Administrative Agent, such consent not to be unreasonably withheld, conditioned or delayed, shall issue such Letter of Credit and shall be deemed the Issuing Bank with regard to such Letter of Credit for all purposes of this Agreement;

(B) the making of such L/C Credit Extension would violate any Applicable Laws;

(C) except as otherwise agreed by the Administrative Agent and such Issuing Bank, such Letter of Credit is in an initial face amount less than \$25,000;

(D) such L/C Credit Extension is to be denominated in a currency other than Dollars;

(E) such L/C Credit Extension contains any provisions for automatic reinstatement of the stated amount after any L/C Borrowing thereunder; or

(F) a default of any Bank's obligations to fund under Section 2.20 exists, or any Bank is then a Defaulting Bank, unless, after giving effect to Section 2.19(a)(iv)) with respect to such Bank, such Issuing Bank has entered into satisfactory arrangements, including the delivery of Cash Collateral satisfactory to the Issuing Bank (in its sole discretion) with the Borrower or such Bank to eliminate such Issuing Bank's risk.

(ii) No Issuing Bank shall be under the obligation to amend any Letter of Credit if (A) such Issuing Bank would have no obligation at such time to issue such Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such Letter of Credit does not accept the proposed amendment to such Letter of Credit.

Section 2.02. *Notice of Committed Borrowings.* The Borrower shall give the Administrative Agent notice (a "**Notice of Committed Borrowing**") not later than (x) in the case of a Base Rate Borrowing, 12:00 noon (New York City time) on the date of such Borrowing and (y) in the case of a Term Benchmark Borrowing, not later than 12:00 noon (New York City time) three (3) U.S. Government Securities Business Days before such proposed Borrowing, specifying:

- (a) the date of such Borrowing, which shall be a Domestic Business Day,
- (b) the aggregate principal amount of such Borrowing,
- (c) whether the Loans comprising such Borrowing are to bear interest initially at the Alternate Base Rate or the Benchmark, and
- (d) in the case of a Term Benchmark Borrowing, the duration of the Interest Period applicable thereto, subject to the provisions of the definition of Interest Period.

Notwithstanding the foregoing, no more than 15 Fixed Rate Borrowings shall be outstanding at any one time, and any Borrowing which would exceed such limitation shall be made as a Base Rate Borrowing.

Section 2.03. *Competitive Bid Procedure.* (a) Subject to the terms and conditions set forth herein, from time to time during the Revolving Credit Period, the Borrower may request Competitive Bids and may (but shall not have any obligation to) accept Competitive Bids and borrow Competitive Loans; *provided that* the sum of the total Credit Exposures including the aggregate principal amount of outstanding Competitive Loans at any time shall not exceed the total Commitments. To request Competitive Bids, the Borrower shall notify the Administrative Agent of such request, in the case of a Term Benchmark Borrowing, not later than 12:00 p.m., New York City time, four US Government Securities Business Days before the date of the proposed Borrowing and, in the case of a Fixed Rate Borrowing, not later than 12:00 p.m., New York City time, one Business Day before the date of the proposed Borrowing; *provided that* the Borrower may submit up to (but not more than) five Competitive Bid Requests on the same day, but a Competitive Bid Request shall not be made within five Business Days after the date of any previous Competitive Bid Request, unless any and all such previous Competitive Bid Requests shall have been withdrawn or all Competitive Bids received in response thereto rejected. Each such Competitive Bid Request shall be made by delivery to the Administrative Agent of a written Competitive Bid Request in a form approved by the Administrative Agent and signed by the Borrower (or by telephone if confirmed promptly by such delivery of a written Competitive Bid request). Each such telephonic and written Competitive Bid Request shall specify the following information in compliance with Section 2.02:

- (i) the aggregate principal amount of the requested Borrowing;
- (ii) the date of such Borrowing, which shall be a Domestic Business Day;
- (iii) whether such Borrowing is to be a Term Benchmark Borrowing or a Fixed Rate Borrowing;
- (iv) the Interest Period to be applicable to such Borrowing, which shall be a period contemplated by the definition of the term "Interest Period"; and
- (v) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.04.

Promptly following receipt of a Competitive Bid Request in accordance with this Section, the Administrative Agent shall notify the Banks of the details thereof by

email or other permitted electronic communication, inviting the Banks to submit Competitive Bids.

(b) Each Bank may (but shall not have any obligation to) make one or more Competitive Bids to the Borrower in response to a Competitive Bid Request. Each Competitive Bid by a Lender must be in a form approved by the Administrative Agent and must be received by the Administrative Agent by email or other permitted electronic communication, in the case of a Term SOFR Competitive Borrowing, not later than 10:00 a.m., New York City time, three US Government Securities Business Days before the proposed date of such Competitive Borrowing, and in the case of a Fixed Rate Borrowing, not later than 10:00 a.m., New York City time, on the proposed date of such Competitive Borrowing. Competitive Bids that do not conform substantially to the form approved by the Administrative Agent may be rejected by the Administrative Agent, and the Administrative Agent shall notify the applicable Lender of such rejection as promptly as practicable. A Lender may submit multiple bids to the Administrative Agent. Each Competitive Bid shall specify (i) the principal amount (which shall be a minimum of \$5,000,000 and an integral multiple of \$1,000,000 and which may equal the entire principal amount of the Competitive Borrowing requested by the Borrower) of the Competitive Loan or Loans that the Lender is willing to make, (ii) the Competitive Bid Rate or Rates at which the Lender is prepared to make such Loan or Loans (expressed as a percentage rate per annum in the form of a decimal to no more than four decimal places) and (iii) the Interest Period applicable to each such Loan and the last day thereof. Subject to Section 2.07, a Competitive Bid submitted by a Bank shall be irrevocable.

(c) The Administrative Agent shall promptly notify the Borrower by email of the Competitive Bid Rate and the principal amount specified in each Competitive Bid and the identity of the Lender that shall have made such Competitive Bid.

(d) Subject only to the provisions of this paragraph, the Borrower may in its discretion accept or reject any Competitive Bid. The Borrower shall notify the Administrative Agent whether and to what extent it has decided to accept or reject each Competitive Bid, in the case of a Term SOFR Competitive Borrowing, not later than 11:00 a.m., New York City time, three US Government Securities Business Days before the date of the proposed Competitive Borrowing, and in the case of a Fixed Rate Borrowing, not later than 11:00 a.m., New York City time, on the proposed date of the Competitive Borrowing; *provided that* (i) the failure of the Borrower to give such notice shall be deemed to be a rejection of each Competitive Bid, (ii) the Borrower shall not accept a Competitive Bid made at a particular Competitive Bid Rate if the Borrower rejects a Competitive Bid made at a lower Competitive Bid Rate, (iii) the aggregate amount of the Competitive Bids accepted by the Borrower shall not exceed the aggregate principal amount of the requested Competitive Borrowing specified in the related Competitive Bid Request, (iv) to the extent necessary to comply with clause (iii) above, the Borrower may accept Competitive Bids at the same Competitive Bid Rate in part, which acceptance, in the case of multiple Competitive Bids at such Competitive

Bid Rate, shall be made pro rata in accordance with the amount of each such Competitive Bid, and (v) except pursuant to clause (iv) above, no Competitive Bid shall be accepted for a Competitive Loan unless such Competitive Loan is in a minimum principal amount of \$5,000,000 and an integral multiple of \$1,000,000; *provided further* that if a Competitive Loan must be in an amount less than \$5,000,000 because of the provisions of clause (iv) above, such Competitive Loan may be for a minimum of \$1,000,000 or any integral multiple thereof, and in calculating the pro rata allocation of acceptances of portions of multiple Competitive Bids at a particular Competitive Bid Rate pursuant to clause (iv) the amounts shall be rounded to integral multiples of \$1,000,000 in a manner determined by the Borrower. A notice given by the Borrower pursuant to this paragraph shall be irrevocable.

(e) The Administrative Agent shall promptly notify each bidding Bank by email or other permitted electronic communication whether or not its Competitive Bid has been accepted (and, if so, the amount and Competitive Bid Rate so accepted), and each successful bidder will thereupon become bound, subject to the terms and conditions hereof, to make the Competitive Loan in respect of which its Competitive Bid has been accepted.

(f) If the Administrative Agent shall elect to submit a Competitive Bid in its capacity as a Bank, it shall submit such Competitive Bid directly to the Borrower at least one quarter of an hour earlier than the time by which the other Lenders are required to submit their Competitive Bids to the Administrative Agent pursuant to paragraph (b) of this Section.

Section 2.04. *Notice to Banks; Funding of Loans.* (a) Upon receipt of a Notice of Borrowing, the Administrative Agent shall promptly notify each Bank on the same Domestic Business Day of the contents thereof and of such Bank's share (if any) of such Borrowing and such Notice of Borrowing shall not thereafter be revocable by the Borrower.

(a) Not later than 2:00 P.M. (New York City time) on the date of each Borrowing, each Bank participating therein shall (except as provided in subsection (c) of this Section) make available its share of such Borrowing, in Federal or other funds immediately available in New York City, to the Administrative Agent at its address specified in or pursuant to Section 9.01. Unless the Administrative Agent determines that any applicable condition specified in Article 3 has not been satisfied, the Administrative Agent will thereafter make the funds so received from the Banks available to the Borrower at the Administrative Agent's aforesaid address, *provided, however*, that the Administrative Agent shall first make a portion of such funds equal to the aggregate principal amount of any L/C Borrowings made by any Issuing Bank and by any Bank, as the case may be, and outstanding on the date of such Borrowing, *plus* interest accrued and unpaid thereon to and as of such date, available to such Issuing Bank or such other Bank, as the case may be, for repayment of such L/C Borrowing.

(b) If any Bank makes a new Loan hereunder on a day on which the Borrower is to repay all or any part of an outstanding Loan from such Bank, such Bank shall apply the proceeds of its new Loan to make such repayment and only an amount equal to the difference (if any) between the amount being borrowed and the amount being repaid shall be made available by such Bank to the Administrative Agent as provided in subsection (b), or remitted by the Borrower to the Administrative Agent as provided in Section 2.13, as the case may be.

(c) Unless the Administrative Agent shall have been notified by any Bank prior to the date of Borrowing (or prior to 2:00 P.M. (New York City time) on the date of Borrowing in the case of a Base Rate Borrowing) that such Bank does not intend to make available to the Administrative Agent such Bank's portion of the Borrowing to be made on such date, the Administrative Agent may assume that such Bank has made such amount available to the Administrative Agent on such date and the Administrative Agent may (but shall have no obligation to), in reliance upon such assumption, make available to the Borrower a corresponding amount, subject to the provisions of subsection (c). If such corresponding amount is not in fact made available to the Administrative Agent by such Bank, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Bank. If such Bank does not pay such corresponding amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent shall promptly notify the Borrower and the Borrower shall promptly pay such corresponding amount to the Administrative Agent. The Administrative Agent shall also be entitled to recover from such Bank or the Borrower interest on such corresponding amount in respect of each day from the date such corresponding amount was made available by the Administrative Agent to the Borrower to the date such corresponding amount is recovered by the Administrative Agent, at a rate per annum equal to (x) in the case of a Bank, the Federal Funds Rate for each such day and (y) in the case of the Borrower, the then applicable rate for Base Rate Loans or Term Benchmark Loans, as appropriate. Nothing herein shall be deemed to relieve any Bank from its obligation to fulfill its Commitment hereunder or to prejudice any rights which the Borrower may have against any Bank as a result of any default by such Bank hereunder. For purposes of this subsection (d), no amount paid to the Administrative Agent hereunder shall be considered to have been recovered by the Administrative Agent on the date of payment unless such amount shall have been received by the Administrative Agent by 2:30 P.M. (New York City time) on such date.

Section 2.05. *Notes.* (a) Any Bank Party may request that the Loans and/or L/C Borrowings of such Bank be evidenced by a single Note payable to the order of such Bank Party for the account of its Applicable Lending Office in an amount equal to the aggregate unpaid principal amount of such Bank Party's Loans and/or L/C Borrowings.

(a) Each Bank Party that has requested that its Loans and/or L/C Borrowings be evidenced by a Note may, by notice to the Borrower and the Administrative Agent, request that its Loans and/or L/C Borrowings of a particular Type be

evidenced by a separate Note in an amount equal to the aggregate unpaid principal amount of such Loans and/or L/C Borrowings. Each such Note shall be in substantially the form of Exhibit A hereto with appropriate modifications to reflect the fact that it evidences solely Loans and/or L/C Borrowings of the relevant Type. Each reference in this Agreement to the “**Note**” of such Bank Party shall be deemed to refer to and include any or all of such Notes, as the context may require.

(b) Upon the Administrative Agent’s receipt of each Note that was requested by a Bank Party pursuant to Section 3.01(b), the Administrative Agent shall forward such Note to such Bank Party. Each Bank Party shall record the date, amount, type and maturity of each Loan and/or L/C Borrowings made by it and the date and amount of each payment of principal made by the Borrower with respect thereto, and may, if such Bank Party so elects in connection with any transfer or enforcement of its Note, endorse on the schedule forming a part thereof appropriate notations to evidence the foregoing information with respect to each such Loan and/or L/C Borrowings then outstanding; *provided* that the failure of any Bank Party to make any such recordation or endorsement shall not affect the obligations of the Borrower hereunder or under the Notes. Each Bank Party is hereby irrevocably authorized by the Borrower so to endorse its Note and to attach to and make a part of its Note a continuation of any such schedule as and when required.

(c) Any Note evidencing a Loan (as such term is defined in the Existing Credit Agreement) made prior to the Amendment Effective Date may be exchanged upon request of the relevant Bank, made through the Administrative Agent, and simultaneous surrender of such Note to the Borrower through the Administrative Agent in exchange for one or more new Notes evidencing the Loans, respectively, outstanding hereunder, if any, as of the Amendment Effective Date.

Section 2.06. *Maturity of Loans.* Each Loan hereunder shall mature, and the principal amount thereof shall be due and payable on the Maturity Date with respect to such Loan.

Section 2.07. *Interest Rates.* (a) Each Base Rate Loan shall bear interest on the outstanding principal amount thereof, for each day from the date such Loan is made until it becomes due, at a rate per annum equal to the Alternative Base Rate plus the applicable Base Rate Margin for such day. Such interest shall be payable for each Interest Period on the last day thereof and, with respect to the principal amount of any Base Rate Loan that is prepaid or converted to a Term Benchmark Loan, on the date of such prepayment or conversion. Any overdue principal of or interest on any Base Rate Loan shall bear interest, payable on demand, for each day until paid at a rate per annum equal to the sum of 2% plus the rate otherwise applicable to Base Rate Loans for such day.

(a) Each Term Benchmark Loan shall bear interest on the outstanding principal amount thereof, for the Interest Period applicable thereto, at a rate per annum equal to the sum of the Term Benchmark Margin plus the applicable Benchmark. Such interest shall be payable for each Interest Period on the last day thereof and, if such Interest Period is longer than three months, three months after the first day thereof and, with respect to the principal amount of any Term Benchmark Loan that is prepaid or converted to a Base Rate Loan, on the date of such prepayment or conversion.

(b) Subject to clauses (d), (e), (f), (g) and (h) of this Section 2.07, if:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) prior to the commencement of any Interest Period for a Fixed Rate Borrowing, that adequate and reasonable means do not exist for ascertaining the Benchmark (including because the Term SOFR Reference Rate is not available or published on a current basis), for such Interest Period; or

(ii) In the case of a Committed Borrowing, the Administrative Agent is advised in writing by Banks having 50% or more of the aggregate amount of the Commitments that prior to the commencement of any Interest Period for such Committed Borrowing, the Benchmark for such Interest Period will not adequately and fairly reflect the cost to such Banks (or Bank) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Banks by telephone, teletype or electronic mail as promptly as practicable thereafter and, until (x) the Administrative Agent notifies the Borrower and the Banks that the circumstances giving rise to such notice no longer exist and (y) the Borrower delivers a new Notice of Interest Rate Election in accordance with the terms of Section 2.08 or a new Notice of Borrowing in accordance with the terms of Sections 2.02 or 2.03, any Notice of Interest Rate Election that requests the conversion of any Loan to, or continuation of any Fixed Rate Borrowing as, a Fixed Rate Borrowing, and any Notice of Borrowing that requests a Fixed Rate Borrowing (unless the Borrower notifies the Administrative Agent at least two Domestic Business Days before the date of any Fixed Rate Borrowing for which such a Notice of Borrowing has previously been given that it elects not to borrow on such date), shall instead be deemed to be a Notice of Interest Rate Election or a Notice of Borrowing, as applicable, for a Base Rate Borrowing; provided that if the circumstances giving rise to such notice affect only one Type of Borrowings, then all other Types of Borrowings shall be permitted. Furthermore, if any Fixed Rate Loan is outstanding on the date of the Borrower's receipt of the notice from the Administrative Agent referred to in this Section 2.07(c) with respect to a Relevant Rate applicable to such Fixed Rate Loan, then until (x) the Administrative Agent notifies the Borrower and the Banks that the circumstances giving rise to such notice no longer exist and (y) the Borrower delivers a new

Notice of Interest Rate Election in accordance with the terms of Section 2.08, any such Fixed Rate Loan shall on the last day of the Interest Period applicable to such Loan, be converted by the Administrative Agent to, and shall constitute, a Base Rate Loan.

(c) Notwithstanding anything to the contrary herein or in any other Credit Documentation, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Credit Documentation in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Documentation and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Credit Documentation in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Banks without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Documentation so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Banks comprising the Required Banks.

(d) Notwithstanding anything to the contrary herein or in any other Credit Documentation, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Documentation, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Credit Documentation.

(e) The Administrative Agent will promptly notify the Borrower and the Banks of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (f) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Bank (or group of Banks) pursuant to this **Section 2.07(f)**, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Credit

Documentation, except, in each case, as expressly required pursuant to this Section 2.07(f).

(f) Notwithstanding anything to the contrary herein or in any other Credit Documentation, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of “Interest Period” for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(g) Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark Borrowing or conversion to or continuation of Term Benchmark Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any request for a Term Benchmark Borrowing into a request for a Borrowing of or conversion to a Base Rate Borrowing. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of Alternative Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of Alternative Base Rate. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan, then until such time as a Benchmark Replacement is implemented pursuant to this **Section 2.07(h)**, any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan, be converted by the Administrative Agent to, and shall constitute, a Base Rate Loan.

(h) Any overdue principal of or interest on any Term Benchmark Loan and any other overdue amount payable shall bear interest, payable on demand, for each day from and including the date payment thereof was due to but excluding the date of actual payment, at a rate per annum equal to the sum of 2% plus (i) in the case of principal, the rate otherwise applicable to Term Benchmark Loans for

such day or (ii) in the case of interest and any other overdue amount payable hereunder, the sum of the Base Rate plus the applicable Base Rate Margin for such day.

(i) [Reserved].

(j) The Administrative Agent shall determine each interest rate applicable to the Loans hereunder. The Administrative Agent shall give prompt notice to the Borrower and the participating Banks of each rate of interest so determined, and its determination thereof shall be conclusive in the absence of manifest error.

(k) The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the administration of, submission of, calculation of or any other matter related to any Benchmark, any component definition thereof or rates referenced in the definition thereof or any alternative, comparable or successor rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, comparable or successor rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, such Benchmark or any other Benchmark, or (b) the effect, implementation or composition of any Benchmark Replacement Conforming Changes.

Section 2.08. *Method of Electing Interest Rates.* (a) The Loans included in each Committed Borrowing shall bear interest initially at the type of rate specified by the Borrower in the applicable Notice of Committed Borrowing. Thereafter, the Borrower may from time to time elect to change or continue the type of interest rate borne by each Group of Loans (subject to Section 2.08(d) and the provisions of Article 8), as follows:

(i) if such Loans are Base Rate Loans, the Borrower may elect to convert such Loans to Term Benchmark Loans as of any Domestic Business Day;

(ii) if such Loans are Term Benchmark Loans, the Borrower may elect to convert such Loans to Base Rate Loans as of any Domestic Business Day, subject to Section 2.14 if any such conversion is effective on any day other than the last day of an Interest Period applicable to such Loans, or may elect to continue such Loans as Term Benchmark Loans, as of the end of any Interest Period applicable thereto, for an additional Interest Period.

Each such election shall be made by delivering a notice (a “**Notice of Interest Rate Election**”) to the Administrative Agent not later than 10:30 A.M. (New York City time) on the third U.S. Government Securities Business Day before the conversion or continuation selected in such notice is to be effective. A Notice of Interest Rate Election may, if it so specifies, apply to only a portion of

the aggregate principal amount of the relevant Group of Loans; *provided* that (i) such portion is allocated ratably among the Loans comprising such Group and (ii) such portion, and the remaining portion to which such Notice does not apply, are each at least \$10,000,000 (unless such portion is comprised of Base Rate Loans). If no such notice is timely received before the end of an Interest Period for any Group of Term Benchmark Loans, the Borrower shall be deemed to have elected that such Group of Loans be converted to Base Rate Loans at the end of such Interest Period.

(b) Each Notice of Interest Rate Election shall specify:

(i) the Group of Loans (or portion thereof) to which such notice applies;

(ii) the date on which the conversion or continuation selected in such notice is to be effective, which shall comply with the applicable clause of Section 2.08(a);

(iii) if the Loans comprising such Group are to be converted to Term Benchmark Loans, the duration of the next succeeding Interest Period applicable thereto; and

(iv) if such Loans are to be continued as Term Benchmark Loans for an additional Interest Period, the duration of such additional Interest Period.

Each Interest Period specified in a Notice of Interest Rate Election shall comply with the provisions of the definition of Interest Period.

(c) Promptly after receiving a Notice of Interest Rate Election from the Borrower pursuant to Section 2.08(a), the Administrative Agent shall notify each Bank of the contents thereof and such notice shall not thereafter be revocable by the Borrower.

(d) The Borrower shall not be entitled to elect to convert any Committed Loans to, or continue any Committed Loans for an additional Interest Period as, Term Benchmark Loans if (i) the aggregate principal amount of any Group of Term Benchmark Loans created or continued as a result of such election would be less than \$10,000,000 or (ii) a Default shall have occurred and be continuing when the Borrower delivers notice of such election to the Administrative Agent.

(e) If any Committed Loan is converted to a different Type of Loan, the Borrower shall pay, on the date of such conversion, the interest accrued to such date on the principal amount being converted.

Section 2.09. *Fees.* (a)*Facility Fee.* Subject to Section 2.19(a)(i), the Borrower shall pay to the Administrative Agent for the account of each Bank facility fees accruing at the Facility Fee Rate on the daily average amount of such Bank's

Commitment (whether used or unused), for the period from and including the Amendment Effective Date to but excluding the date such Bank's Commitment is terminated; *provided that*, if such Bank continues to have any Committed Loans outstanding after its Commitment terminates, then such facility fee shall continue to accrue on the daily outstanding principal amount of such Bank's Committed Loans from and including the date on which its Commitment terminates to but excluding the date on which such Bank ceases to have any Committed Loans outstanding. Accrued facility fees shall be payable on each January 1, April 1, July 1, and October 1 and on the date the Commitment of such Bank is terminated (and, if later, on the date the Loans of such Bank shall be repaid in their entirety); *provided that* any facility fees accruing after the first anniversary of the Commitment Termination Date shall be payable on demand.

(a) *Agents' Fees.* The Borrower shall pay to the Administrative Agent and the Syndication Agent, each for its own account, one or more fees in such amounts and at such times as has been previously agreed in writing between the Borrower and each of them.

(b) *Letter of Credit Fees.* Upon the issuance of each Letter of Credit pursuant to Section 2.01(b) and until termination, cancellation or expiration of such Letter of Credit, subject to Section 2.19(a)(iv), the Borrower agrees to pay to the Administrative Agent for the account of each Bank in accordance with its Pro Rata Share a Letter of Credit fee (the "**Letter of Credit Fee**") for each Letter of Credit equal to a rate per annum equal to (i) with respect to Standby Letters of Credit, the Term Benchmark Margin in effect from time to time and (ii) with respect to (A) Performance Letters of Credit, (B) Trade Letters of Credit or (C) Back-Up Letters of Credit in support of performance letters of credit or trade letters of credit issued by the Borrower, 50% of the Term Benchmark Margin in effect from time to time, in each case, multiplied by the average daily maximum amount available to be drawn under such Letter of Credit (whether or not such maximum amount is then in effect under such Letter of Credit) during the relevant calendar quarter or portion then ended. Letter of Credit Fees shall be (i) computed on a quarterly basis in arrears on the basis of the actual number of days elapsed in a year of 360 days (including the first day but excluding the last day), as pro-rated for any partial quarter, as applicable, and (ii) subject to Section 2.19(a)(ii), due and payable on each January 1, April 1, July 1 and October 1, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. Notwithstanding anything to the contrary contained herein, upon the request of the Required Banks, while any payment-related Event of Default exists, all Letter of Credit Fees shall accrue at a rate per annum equal to the Term Benchmark Margin plus 2%.

(c) *Fronting Fee and Documentary and Processing Charges Payable to Issuing Banks, Etc.* The Borrower shall pay directly to the relevant Issuing Bank for its own account a fronting fee with respect to each Letter of Credit issued hereunder on the average daily maximum amount available to be drawn under

such Letter of Credit in an amount to be agreed between the Borrower and the applicable Issuing Bank of the L/C Obligations (whether or not such maximum amount is then in effect under such Letter of Credit) (the “**Fronting Fee**”). The Fronting Fee shall be computed on a quarterly basis in arrears on the basis of the actual number of days elapsed in a year of 360 days (including the first day but excluding the last day), as pro-rated for any partial quarter, as applicable, and shall be due and payable on each January 1, April 1, July 1 and October 1, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. In addition, the Borrower shall, with respect to all Letters of Credit issued at its request, pay directly to each Issuing Bank for its own account the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of such Issuing Bank relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable on demand and are nonrefundable.

(d) *Amendment Fees.* The Borrower agrees to pay to the Administrative Agent for the account of each Bank on the Amendment Effective Date the upfront fees required to be paid on such date, as set forth in the Fee Letters.

Section 2.10. *Optional Termination or Reduction of Commitments.* During the Revolving Credit Period, the Borrower may, upon at least three Domestic Business Days’ notice to the Administrative Agent (which notice the Administrative Agent will promptly deliver to the Banks), (i) terminate all Commitments at any time, if no Loans are outstanding at such time or (ii) ratably reduce from time to time by an aggregate amount of \$10,000,000 or any larger multiple of \$1,000,000, the aggregate amount of the Commitments in excess of the aggregate outstanding principal amount of the Loans.

Section 2.11. *Mandatory Termination of Commitments.* The Commitments shall terminate on the Commitment Termination Date.

Section 2.12. *Optional Prepayments.* (a) Subject in the case of Term Benchmark Loans to Section 2.14, the Borrower may (i) on any Domestic Business Day, upon notice to the Administrative Agent, prepay any Group of Base Rate Loans or (ii) upon at least three U.S. Government Securities Business Days’ notice to the Administrative Agent, prepay any Group of Term Benchmark Loans, in each case in whole at any time, or from time to time in part in amounts aggregating \$10,000,000 or any larger multiple of \$1,000,000, by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment. Each such optional prepayment shall be applied to prepay ratably the Loans of the several Banks included in such Group of Loans. For the avoidance of doubt, the Borrower shall not have the right to prepay any Competitive Loan without the prior consent of the Bank thereof.

(a) [Reserved].

(b) Upon receipt of a notice of prepayment pursuant to this Section, the Administrative Agent shall promptly notify each Bank of the contents thereof and of such Bank's ratable share (if any) of such prepayment and such notice shall not thereafter be revocable by the Borrower.

Section 2.13. *General Provisions as to Payments.* (a) The Borrower shall make each payment of principal of, and interest on, the Loans or L/C Obligations and of fees hereunder, not later than 1:00 P.M. (New York City time) on the date when due, in Federal or other funds immediately available in New York City, to the Administrative Agent at its address referred to in Section 9.01. The Administrative Agent will promptly distribute to each Bank Party its ratable share of each such payment received by the Administrative Agent for the account of the Bank Parties. Whenever any payment of principal of, or interest on, the Base Rate Loans or of fees shall be due on a day which is not a Domestic Business Day, the date for payment thereof shall be extended to the next succeeding Domestic Business Day. Whenever any payment of principal of, or interest on, the Term Benchmark Loans or Competitive Loans shall be due on a day which is not a Domestic Business Day, the date for payment thereof shall be extended to the next succeeding Domestic Business Day unless such Domestic Business Day falls in another calendar month, in which case the date for payment thereof shall be the next preceding Domestic Business Day. If the date for any payment of principal is extended by operation of law or otherwise, interest thereon shall be payable for such extended time.

(a) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Bank Parties hereunder that the Borrower will not make such payment in full, the Administrative Agent may assume that the Borrower has made such payment in full to the Administrative Agent on such date and the Administrative Agent may (but shall have no obligation to), in reliance upon such assumption, cause to be distributed to each Bank Party on such due date an amount equal to the amount then due such Bank Party. If and to the extent that the Borrower shall not have so made such payment, each Bank Party shall repay to the Administrative Agent forthwith on demand such amount distributed to such Bank Party together with interest thereon, for each day from the date such amount is distributed to such Bank Party until the date such Bank Party repays such amount to the Administrative Agent, at the Federal Funds Rate.

Section 2.14. *Funding Losses.* If the Borrower makes any payment of principal with respect to any Fixed Rate Loan or any Fixed Rate Loan is converted to a different type of Loan (whether such payment or conversion is pursuant to Article 2, 6 or 8 or otherwise) on any day other than the last day of the Interest Period applicable thereto, or the end of an applicable period fixed pursuant to Section 2.07(b), or if the Borrower fails to borrow, prepay, convert or continue any Fixed Rate Loans after notice has been given to any Bank in accordance with Section 2.04(a), 2.08(c) or 2.12(c) the Borrower shall reimburse each Bank within 15 days after demand for any resulting loss or expense incurred by it (or by an existing

Participant in the related Loan), including (without limitation) any loss incurred in obtaining, liquidating or employing deposits from third parties, but excluding loss of margin for the period after any such payment or conversion or failure to borrow, prepay, convert or continue; *provided* that such Bank shall have delivered to the Borrower a certificate as to the amount of such loss or expense, setting forth in reasonable detail the calculation thereof, which certificate shall be conclusive in the absence of manifest error.

Section 2.15. *Computation of Interest and Fees.* Interest based on the Prime Rate and fees pursuant to Section 2.09(a) hereunder shall be computed on the basis of a year of 365 days (or 366 days in a leap year) and paid for the actual number of days elapsed (including the first day but excluding the last day). All other interest and fees shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed (including the first day but excluding the last day).

Section 2.16. *Taxes.* (a) *Withholding of Taxes; Gross-Up.* Each payment by the Borrower under this Agreement or the Notes shall be made without withholding for any Taxes, unless such withholding is required by any law. If any Withholding Agent determines, in its sole discretion exercised in good faith, that it is so required to withhold Taxes, then such Withholding Agent may so withhold and shall timely pay the full amount of withheld Taxes to the relevant Governmental Authority in accordance with applicable law. If such Taxes are Indemnified Taxes, then the amount payable by the Borrower shall be increased as necessary so that, net of such withholding (including withholding applicable to additional amounts payable under this Section), the applicable Recipient receives the amount it would have received had no such withholding been made.

(a) *Payment of Other Taxes by the Borrower.* The Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(b) *Evidence of Payments.* As soon as practicable after any payment of Indemnified Taxes by the Borrower to a Governmental Authority, such Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(c) *Indemnification by the Borrower.* The Borrower shall indemnify each Recipient for any Indemnified Taxes that are paid or payable by such Recipient in connection with this Agreement or the Notes (including amounts paid or payable under this Section 2.16(d)) and any reasonable expenses arising therefrom or with respect thereto (other than penalties and interest incurred as a result of the gross negligence or willful misconduct of the Administrative Agent or Bank Party), whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The indemnity under this

Section 2.16(d) shall be paid within 10 days after the Recipient delivers to the Borrower a certificate stating the amount of any Indemnified Taxes so paid or payable by such Recipient and describing, in reasonable detail, the basis for the indemnification claim. Such certificate shall be conclusive of the amount so paid or payable absent manifest error. Such Recipient shall deliver a copy of such certificate to the Administrative Agent.

(d) *Indemnification by the Bank Parties.* Each Bank Party shall severally indemnify the Administrative Agent for any Taxes (but, in the case of any Indemnified Taxes, only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so) attributable to such Bank Party that are paid or payable by the Administrative Agent in connection with this Agreement and the Notes and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The indemnity under this Section 2.16(e) shall be paid within 10 days after the Administrative Agent delivers to the applicable Bank Party a certificate stating the amount of Taxes so paid or payable by the Administrative Agent. Such certificate shall be conclusive of the amount so paid or payable absent manifest error.

(e) *Status of Bank Parties.* (i) Any Bank Party that is entitled to an exemption from, or reduction of, any applicable withholding Tax with respect to any payments under this Agreement or the Notes shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without, or at a reduced rate of, withholding. In addition, any Bank Party, if requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Bank Party is subject to any withholding (including backup withholding) or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.16(f)(ii)(A) through (E) below) shall not be required if in the Bank Party's judgment such completion, execution or submission would subject such Bank Party to any material unreimbursed cost or expense (or, in the case of a Change in Law, any incremental material unreimbursed cost or expense) or would materially prejudice the legal or commercial position of such Bank Party. Upon the reasonable request of such Borrower or the Administrative Agent, any Bank Party shall update any form or certification previously delivered pursuant to this Section 2.16(f). If any form or certification previously delivered pursuant to this Section expires or becomes obsolete or inaccurate in any respect with respect to a Bank Party, such Bank Party shall promptly (and in any event within 10 days after such expiration,

obsolescence or inaccuracy) notify such Borrower and the Administrative Agent in writing of such expiration, obsolescence or inaccuracy and update the form or certification if it is legally eligible to do so.

(i) Without limiting the generality of the foregoing, if the Borrower is a U.S. Person, any Bank Party with respect to such Borrower shall, if it is legally eligible to do so, deliver to such Borrower and the Administrative Agent (in such number of copies reasonably requested by such Borrower and the Administrative Agent) on or prior to the date on which such Bank Party becomes a party hereto and from time-to-time thereafter as reasonably requested by Borrower or the Administrative Agent, duly completed and executed copies of whichever of the following is applicable:

(A) in the case of a Bank Party that is a U.S. Person, IRS Form W-9 certifying that such Bank Party is exempt from U.S. Federal backup withholding tax;

(B) in the case of a Non-U.S. Bank Party claiming the benefits of an income tax treaty to which the United States is a party (1) with respect to payments of interest under any this Agreement or the Notes, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the “interest” article of such tax treaty and (2) with respect to any other applicable payments under this Agreement, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the “business profits” or “other income” article of such tax treaty;

(C) in the case of a Non-U.S. Bank Party for whom payments under this Agreement constitute income that is effectively connected with such Bank Party’s conduct of a trade or business in the United States, IRS Form W-8ECI;

(D) in the case of a Non-U.S. Bank Party claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code both (1) IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, and (2) a certificate substantially in the form of Exhibit E (a “**U.S. Tax Certificate**”) to the effect that such Bank Party is not (a) a “bank” within the meaning of Section 881(c)(3)(A) of the Code, (b) a member of the Borrower does not exercise voting power over Borrower or is not a “10 percent shareholder” of the Borrower within the meaning of Section 881(c)(3)(B) of the Code (c) a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code and

(d) conducting a trade or business in the United States with which the relevant interest payments are effectively connected;

(E) in the case of a Non-U.S. Bank Party that is not the beneficial owner of payments made under this Agreement (including a partnership or a participating Bank Party) (1) an IRS Form W-8IMY on behalf of itself and (2) the relevant forms prescribed in clauses (A), (B), (C), (D) and (F) of this paragraph (f)(ii) that would be required of each such beneficial owner or partner of such partnership if such beneficial owner or partner were a Bank Party; provided, however, that if the Bank Party is a partnership and one or more of its direct or indirect partners are claiming the exemption for portfolio interest under Section 881(c) of the Code, such Bank Party may provide a U.S. Tax Certificate on behalf of such direct or indirect partners; or

(F) any other form prescribed by law as a basis for claiming exemption from, or a reduction of, U.S. Federal withholding Tax together with such supplementary documentation necessary to enable the Borrower or the Administrative Agent to determine the amount of Tax (if any) required by law to be withheld.

(ii) If a payment made to a Bank Party under this Agreement or the Notes would be subject to U.S. Federal withholding Tax imposed by FATCA if such Bank Party were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Bank Party shall deliver to the Withholding Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Withholding Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Withholding Agent as may be necessary for the Withholding Agent to comply with its obligations under FATCA, to determine that such Bank Party has or has not complied with such Bank Party's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 2.16(f)(iii), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(f) *Treatment of Certain Refunds.* If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.16 (including additional amounts paid pursuant to this Section 2.16), it shall pay the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made, under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of such indemnified party and

without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid such indemnified party pursuant to the previous sentence (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 2.16(g), in no event will any indemnified party be required to pay any amount to any indemnifying party pursuant to this Section 2.16(g) if such payment would place such indemnified party in a less favorable position (on a net after-Tax basis) than such indemnified party would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This Section 2.16(g) shall not be construed to require indemnified party to make available its Tax returns (or any other information relating to its Taxes which it deems confidential) to the indemnifying party or any other Person.

(g) *FATCA*. For purposes of determining withholding Taxes imposed under FATCA, from and after the Amendment Effective Date, the Borrower and the Administrative Agent shall treat (and the Banks hereby authorize the Administrative Agent to treat) the Agreement as not qualifying as a “grandfathered obligation” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

(h) *Survival*. Each party’s obligations under this Section 2.16 shall survive any assignment of rights by, or the replacement of, a Bank Party, the termination of the Commitments and the repayment, satisfaction or discharge of all other obligations under this Agreement or the Notes.

Section 2.17. *Increase of Commitments*. (a) Upon at least five days’ prior notice to the Administrative Agent (which notice the Administrative Agent shall promptly transmit to each of the Banks), the Borrower shall have the right, subject to the terms and conditions set forth below, to increase the aggregate amount of the Commitments in multiples of \$5,000,000; *provided* that (i) such increase may be effected by increasing the Commitment, so long as such increase satisfies all terms and conditions herein, including, but not limited to, this Section 2.17, (ii) the amount of such increase when added to the aggregate amount of all such prior increases in the Commitments hereunder (including by way of creating new Commitments), on or after the Amendment Effective Date, does not exceed the sum of \$500,000,000 and the amount of any Commitments terminated by the Borrower pursuant to Section 2.19(c) and (iii) the total aggregate amount of Commitments hereunder does not, at any time, exceed \$2,200,000,000.

(a) Any such increase in the Commitments (the “**Incremental Commitments**”) hereunder shall apply, at the option of the Borrower, (x) to the Commitment of one or more Banks; *provided* that (i) the Administrative Agent, each Issuing Bank and each Bank the Commitment of which is to be increased

shall consent to such increase, (ii) the amount set forth on the Commitment Schedule opposite the name of each Bank the Commitment of which is being so increased shall be amended to reflect the increased Commitment of such Bank and (iii) if any Committed Loans are outstanding at the time of such an increase, the Borrower will, notwithstanding anything to the contrary contained in this Agreement, on the date of such increase, incur and repay or prepay one or more Committed Loans from the Banks in such amounts so that after giving effect thereto the Committed Loans shall be outstanding on a *pro rata* basis (based on the Commitments of the Banks after giving effect to the changes made pursuant to this Section 2.17 on such date) from all the Banks or (y) to the creation of a new Commitment of one or more institutions not then a Bank hereunder; *provided* that (i) such institution becomes a party to this Agreement as a Bank by execution and delivery to the Borrower and the Administrative Agent of counterparts of this Agreement, (ii) the Commitment Schedule shall be amended to reflect the Commitment of such new Bank, (iii) if requested by such new Bank, the Borrower shall issue a Note to such new Bank in conformity with the provisions of Section 2.05, (iv) if any Committed Loans are outstanding at the time of the creation of such Commitment of such Bank, the Borrower will, notwithstanding anything to the contrary contained in this Agreement, on the date of the creation of such Commitment, incur and repay or prepay one or more Committed Loans from the Banks in such amounts so that after giving effect thereto the Committed Loans shall be outstanding on a *pro rata* basis (based on the Commitments of the Banks after giving effect to the changes made pursuant to this Section 2.17 on such date) from all the Banks and (v) if such institution is neither a banking institution nor an affiliate of a Bank, such institution must be consented to by the Administrative Agent and the Issuing Bank. The date on which the conditions set forth in this paragraph are satisfied is the “**Increased Amount Date**” and each such Bank providing an Incremental Commitment, an “**Incremental Bank**”.

(b) On any Increased Amount Date on which any Incremental Commitments are effective, subject to the satisfaction of the foregoing conditions, each Incremental Bank shall become a Bank hereunder with respect to its Incremental Commitment and the incremental loans made pursuant thereto.

(c) The Administrative Agent shall notify the Banks promptly upon receipt of the Borrower’s notice of the Increased Amount Date and in respect thereof of Incremental Commitments and the Incremental Banks.

(d) The terms and provisions of the Incremental Commitments and any Borrowing in respect of such Incremental Commitments shall be, except as otherwise set forth herein, identical to the Commitments on the Amendment Effective Date and any other Loans made under this Agreement.

(e) It is understood that any increase in the amount of the Commitments pursuant to this Section 2.17 shall not constitute an amendment of this Agreement or the Notes and that no Bank shall have any obligation to participate in such increase except in its absolute and sole discretion.

Section 2.18. *Replacement of Banks.* (a) If (i) any Bank requests payment of, or the Borrower is otherwise required to pay to any Bank, any amount pursuant to Section 2.07(c)(ii) or Section 8.03, or (ii) any Bank becomes a Defaulting Bank, then the Borrower may, at its sole expense and effort, upon notice to such Bank and the Administrative Agent, require such Bank to assign and delegate, without recourse, all its interests, rights and obligations under this Agreement to an Assignee (which Assignee may be another Bank, if such other Bank agrees to accept such assignment) that shall assume such obligations pursuant to an Assignment and Assumption Agreement in substantially the form of Exhibit D hereto which shall be executed by such Assignee and (except as otherwise provided in this) Section 2.18(a) such transferor Bank; *provided*, that (A) the Borrower shall have received the prior written consent of the Administrative Agent (and if a Commitment is being assigned, the Issuing Bank), which consent shall not unreasonably be withheld, conditioned or delayed, (B) such transferor Bank shall have received payment of an amount equal to the outstanding principal of its Loans and participations in L/C Obligations, accrued interest thereon, accrued fees and all other amounts payable to it hereunder (in each case, if any), from the Assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts), which amounts shall be the only amounts payable to such transferor Bank in respect of such assignment and delegation, (C) any Bank being replaced pursuant to this Section 2.18(a) shall be deemed to have granted to the Administrative Agent the authority to act as its attorney-in-fact solely for the purpose of executing such Assignment and Assumption Agreement, and (D) in the case of any such assignment and delegation resulting from a request or claim for payment under Section 8.03, such assignment will result in a reduction in any payments due to such transferor Bank on a dollar-for-dollar basis to the extent that such assignment eliminates or reduces the amount that such transferor Bank is entitled to receive under Section 8.03. A Bank shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Bank or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply. Upon execution and delivery by the Assignee and (except as otherwise provided in this Section 2.18(a)) the transferor Bank of the Assignment and Assumption Agreement referred to above and payment by such Assignee to such transferor Bank of the amount (if any) payable by such Assignee pursuant to clause (B) above: (1) such Assignee shall be a Bank party to this Agreement and shall have all the rights and obligations of a Bank with a Commitment equal to such transferor Bank's Commitment immediately prior to the effectiveness of such assignment and delegation (or, if there is more than one Assignee, the respective portion of such Commitment agreed to be assumed by each such Assignee). Upon the consummation of any such assignment and delegation, the transferor Bank, the Administrative Agent and the Borrower shall make appropriate arrangements so that, if required, a new Note is issued to the Assignee. If the Assignee is not incorporated under the laws of the United States of America or a state thereof, it shall, prior to the first date on which interest or fees are payable hereunder for its account, deliver to the Borrower and the

Administrative Agent certification as to exemption from deduction or withholding of any United States federal income taxes in accordance with Section 2.16. In connection with any assignment pursuant to this Section 2.18(a), (I) the Borrower shall cause to be paid to the Administrative Agent an administrative fee for processing such assignment in the amount of \$3,500, and (II) notwithstanding anything to the contrary set forth herein, and without limiting the authority set forth in the immediately preceding clause (C), if the transferor Bank does not execute and deliver to the Administrative Agent a duly completed Assignment and Assumption Agreement reflecting such assignment within five Domestic Business Days of the date on which the Assignee executes and delivers such Assignment and Assumption Agreement to the transferor Bank, then such transferor Bank shall be deemed to have executed and delivered such Assignment and Assumption Agreement.

(a) If (i) any Bank requests payment of, or the Borrower is otherwise required to pay to any Bank, any amount pursuant to Section 2.07(c)(ii) or Section 8.03 or (ii) any Bank becomes a Defaulting Bank, the Borrower may, upon at least two Domestic Business Days' written notice to the Administrative Agent, and provided that no Default or Event of Default has occurred and is continuing, terminate the Commitment of such Bank (without affecting the Commitment of any other Bank) and, in connection therewith, prepay the outstanding Loans and L/C Advances of such Bank in full at par, together with accrued interest thereon, accrued fees and any other amounts payable hereunder for the account of such Bank; *provided that* in connection with such termination, the parties hereto shall comply with the procedures set forth in Section 2.19(a)(iv) (it being understood that for purposes of this proviso, such Bank shall be deemed to be a Defaulting Bank). Any such prepayment pursuant to this Section 2.18(b) shall be subject to the provisions of Section 2.14 hereof.

(b) With respect to a demand for compensation from a Bank pursuant to Section 8.03(a), the Borrower's rights under Section 2.18(a) shall be an alternative to the Borrower's rights under Section 8.04.

Section 2.19. *Defaulting Banks.* (a) Notwithstanding any provision of this Agreement to the contrary, if any Bank becomes a Defaulting Bank, then the following provisions shall apply for so long as such Bank is a Defaulting Bank:

(i) facility fees shall cease to accrue, or to be payable by the Borrower, on the unfunded portion of the Commitment of such Defaulting Bank pursuant to Section 2.09(a) for the account of such Defaulting Bank or otherwise; provided, for the avoidance of doubt, that, to the extent Loans made by such Defaulting Bank are repaid by the Borrower, no facility fees shall accrue or be payable on that portion of such Defaulting Bank's Commitment corresponding to such repaid amount;

(ii) Letter of Credit Fees shall cease to accrue, or to be payable by the Borrower, on the Pro Rata Share of a Letter of Credit of such

Defaulting Bank pursuant to Section 2.09(c) for the account of such Defaulting Bank or otherwise;

(iii) the Commitment, Credit Exposure or Competitive Loans of such Defaulting Bank shall not be included in determining whether all Banks or the Required Banks have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 9.05); *provided, however*, that this clause (iii) shall not (subject to Section 9.05) apply to the vote of a Defaulting Bank in the case of an amendment, waiver or other modification specifically requiring the consent of such Bank or each Bank affected thereby (and in circumstances where the consent of “all Banks” is required, such Defaulting Bank’s vote shall not be included except (A) such Defaulting Bank’s Commitment may not be increased or extended without its consent and (B) the principal amount of, or interest or fees payable on, Loans or L/C Borrowings may not be reduced or excused or the scheduled date of payment may not be postponed as to such Defaulting Bank without such Defaulting Bank’s consent); and

(iv) if any L/C Obligation exists at the time such Bank becomes a Defaulting Bank then:

(A) provided that no Default or Event of Default exists, all or any part of such Defaulting Bank’s Pro Rata Share of the Outstanding Amount of all L/C Obligations shall be reallocated among the non-Defaulting Banks in accordance with their respective Pro Rata Shares but only to the extent the aggregate principal amount of Revolving Loans of all non-Defaulting Bank’s plus such Defaulting Bank’s Pro Rata Share of the Outstanding Amount of all L/C Obligations do not exceed the total of all non-Defaulting Banks’ Commitments;

(B) if the reallocation described in clause (A) above cannot, or can only partially, be effected, the Borrower shall within one Domestic Business Day following notice by the Administrative Agent Cash Collateralize for the benefit of the Issuing Bank such Defaulting Bank’s Pro Rata Share of the Outstanding Amount of all L/C Obligations (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.20(e)(i) for so long as such L/C Obligations are outstanding;

(C) if the Borrower Cash Collateralizes any portion of such Defaulting Bank’s L/C Obligations pursuant to clause (B) above, the Borrower shall not be required to pay any fees to such Defaulting Bank pursuant to Section 2.09(c) with respect to such

L/C Obligations during the period such Defaulting Bank's L/C Obligations are Cash Collateralized;

(D) if the L/C Obligations of the non-Defaulting Banks are reallocated pursuant to clause (A) above, then the fees payable to the Banks pursuant to Section 2.09(a) and Section 2.09(c) shall be adjusted in accordance with such non-Defaulting Banks' Pro Rata Shares; and

(E) if all or any portion of such Defaulting Bank's L/C Obligations are neither reallocated nor Cash Collateralized pursuant to clause (A) or (B) above, then, without prejudice to any rights or remedies of the Issuing Bank or any other Bank hereunder, all facility fees that otherwise would have been payable to such Defaulting Bank (solely with respect to the portion of such Defaulting Bank's Commitment that was utilized by such L/C Obligations) and Letter of Credit Fees payable under Section 2.09(c) with respect to such Defaulting Bank's L/C Obligations shall be payable to the Issuing Bank until and to the extent that such L/C Obligations are reallocated and/or Cash Collateralized; and

(b) So long as any Bank is a Defaulting Bank, the Issuing Bank shall not be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the Defaulting Bank's related exposure and its then outstanding L/C Advance will be 100% covered in accordance with the terms of this Agreement by the Commitments of the non-Defaulting Banks and/or cash collateral will be provided by the Borrower in accordance with Section 2.19(a)(iv), and participating interests in any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Banks in a manner consistent with Section 2.19(a)(iv)(A) (and such Defaulting Bank shall not participate therein).

In the event that the Administrative Agent, the Borrower, and the Issuing Bank each agrees that a Defaulting Bank has adequately remedied all matters that caused such Bank to be a Defaulting Bank, then the L/C Obligations of the Banks shall be readjusted to reflect the inclusion of such Bank's Commitment and on such date such Bank shall purchase at par such of the Loans of the other Banks as the Administrative Agent shall determine may be necessary in order for such Bank to hold such Loans in accordance with its Pro Rata Share.

(c) At the Borrower's option, the Borrower may elect to terminate the Commitment of any Defaulting Bank upon notice to such Defaulting Bank and the Administrative Agent (irrespective of whether such Defaulting Bank holds any outstanding Loans) and such notice shall be effective upon receipt by both the Defaulting Bank and the Administrative Agent; *provided* that, for the avoidance of doubt, if such Defaulting Bank holds any Loans, and such Loans are not assigned pursuant to Section 2.18 or otherwise, then such Defaulting Bank shall

continue to hold such Loans until such time as such Loans are repaid by the Borrower or assigned pursuant to this Agreement. Upon termination of a Bank's Commitment under this Section 2.19, the Borrower shall (x) to the extent applicable after giving effect to Section 2.19(a)(iv) and any Cash Collateral provided by the Defaulting Bank, Cash Collateralize such Defaulting Bank's Pro Rata Share of the aggregate undrawn amount of all outstanding Letters of Credit, (y) subject to Section 2.19(a), pay or cause to be paid all accrued facility fees or Letter of Credit Fees payable to such Bank and all other amounts due and payable to such Bank hereunder and (z) if such Bank is an Issuing Bank, the Borrower shall pay to the Administrative Agent for deposit an amount equal to the available amount of all Letters of Credit issued by such Issuing Bank, and upon such payments, the obligations of such Bank hereunder with respect to such unused Commitment which have been terminated shall, by the provisions hereof, be released and discharged.

Section 2.20. Issuance of Letters of Credit; Drawings and Reimbursements; Auto-Extension Letters of Credit; Funding of Participations.

(a) Procedures for Issuance and Amendment of Letters of Credit; Auto-Extension Letters of Credit. (i) Each Letter of Credit shall be issued or amended, as the case may be, from time to time upon the request of the Borrower delivered to an Issuing Bank (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Borrower and may, at the request of the Borrower, include the issuance of a Back-Up Letter of Credit. For the avoidance of doubt, the Borrower shall be the sole party to any Letter of Credit Application notwithstanding that any Letter of Credit may be issued or amended, as the case may be, for the account of the Borrower, its Consolidated Entities, its Members or any member of its Consolidated Entities. Such Letter of Credit Application must be received by such Issuing Bank and the Administrative Agent not later than 2:00 p.m. (New York City time) at least one (1) Domestic Business Day (or such later date and time as the Administrative Agent and the Issuing Bank may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the respective Issuing Bank: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Domestic Business Day); (B) the amount thereof; (C) the expiry date thereof (which date shall be not later than the earlier of (1) the date which is twelve (12) months after the proposed issuance date and (2) the Letter of Credit Expiration Date (or such later date as may be agreed by the Banks in accordance with Section 2.01(c)(i)); (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; and (G) such other matters as such Issuing Bank may require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the

respective Issuing Bank (w) the Letter of Credit to be amended; (x) the proposed date of amendment thereof (which shall be a Domestic Business Day); (y) the nature of the proposed amendment; and (z) such other matters as such Issuing Bank may require. Additionally, the Borrower shall furnish to the Issuing Bank and the Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as the Issuing Bank or the Administrative Agent may reasonably require; *provided* that furnishing such documents shall not adversely affect the timing of such Letter of Credit issuance or amendment.

(i) Promptly after receipt of any Letter of Credit Application, the Issuing Bank will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit Application from the Borrower and, if not, such Issuing Bank will provide the Administrative Agent with a copy thereof. Unless such Issuing Bank has received written notice from any Bank, the Administrative Agent or the Borrower, at least one (1) Domestic Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit, that one or more applicable conditions contained in Article 3 shall not then be satisfied, then, subject to the terms and conditions hereof, such Issuing Bank shall, on the requested date, make an L/C Credit Extension for the account of the Borrower, its Consolidated Entities, its Members or any member of its Consolidated Entities, or enter into the applicable amendment, as the case may be, in each case in accordance with such Issuing Bank's usual and customary business practices. Immediately upon the making of each L/C Credit Extension, each Bank shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from such Issuing Bank a risk participation in such L/C Credit Extension in an amount equal to the product of such Bank's Pro Rata Share times the amount of such L/C Credit Extension.

(ii) If the Borrower so requests in any applicable Letter of Credit Application, (i) upon the expiration of the initial term of each Letter of Credit, such Letter of Credit shall terminate or (ii) upon the expiration of the initial and each successive term of each Letter of Credit, such Letter of Credit shall then be automatically extended for successive one-year terms (each such automatically extending Letter of Credit, an "**Auto-Extension Letter of Credit**"), except that the last term in each case shall in any event expire not later than the Letter of Credit Expiration Date (or such later date as may be agreed by the Banks in accordance with Section 2.01(c)(i)); *provided* that any such Auto-Extension Letter of Credit must permit such Issuing Bank to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) or upon notice to such Issuing Bank by the Administrative Agent or the Borrower of an Event of Default pursuant to Section 6.01(i), by giving prior notice to the beneficiary thereof not later than a Domestic Business Day (the "**Non-Extension Notice Date**") in

each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by such Issuing Bank, the Borrower shall not be required to make a specific request to such Issuing Bank for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Banks shall be deemed to have authorized (but may not require) such Issuing Bank to permit the extension of such Letter of Credit at any time to an expiry date not later than the Letter of Credit Expiration Date (or such later date as may be agreed by the Banks in accordance with Section 2.01(c)(i)); *provided, however*, that such Issuing Bank shall not permit any such extension if such Issuing Bank has determined that it would not be permitted at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of Section 2.01(c)(i), or otherwise), or it has received notice (which may be by telephone or in writing) on or before the day that is five Domestic Business Days before the Non-Extension Notice Date from the Administrative Agent that the Required Banks have elected not to permit such extension or from the Administrative Agent or any Bank that one or more of the applicable conditions specified in Section 3.03 is not then satisfied, and in each such case directing such Issuing Bank not to permit such extension.

(iii) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, such Issuing Bank will also deliver to the Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment thereof.

(b) *Drawings and Reimbursements; Funding of Participations.*(i) On the date of receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the Issuing Bank shall notify the Administrative Agent and the Borrower thereof (and simultaneously deliver a copy of the applicable site draft/drawing notice to the Borrower and the Administrative Agent thereof). Not later than (A) the Domestic Business Day the Borrower receives notice from the Issuing Bank that payment under a Letter of Credit will be made on such date, if the Borrower shall have received such notice on or prior to 11:00 a.m. (New York City time) on such date, or (B) on the immediately following Domestic Business Day, if the Borrower shall have received such notice after 11:00 a.m. (New York City time) (either of such dates, as applicable, the “**Honor Date**”), the Borrower shall reimburse such Issuing Bank through the Administrative Agent whether with its own funds or with the proceeds of Loans in an amount equal to the amount of such drawing. If the Borrower fails to so reimburse such Issuing Bank by such time, the Administrative Agent shall promptly notify each Bank of the Honor Date, the amount of the unreimbursed drawing (the “**Unreimbursed Amount**”), and the amount of such Bank’s Pro Rata Share thereof. In such an event, the Borrower shall be deemed to have requested a Borrowing of Base Rate Loans to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, and, so long as no Default has

occurred and is continuing, such disbursement shall be deemed to occur automatically without further act and without regard to the minimum and multiples specified in Section 2.01 for the principal amount of Base Rate Loans (but subject to the other conditions set forth in Section 2.01) and without need to satisfy the conditions set forth in Section 3.03. Any notice given by such Issuing Bank or the Administrative Agent pursuant to this Section 2.20(b) may be given by telephone if immediately confirmed in writing; *provided* that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(i) Each Bank (including the Bank acting as Issuing Bank) shall upon any notice pursuant to Section 2.20(b)(i) make funds available to the Administrative Agent for the account of such Issuing Bank in an amount equal to its Pro Rata Share of the Unreimbursed Amount with respect to such Letter of Credit not later than 1:00 p.m. (New York City time) on the Domestic Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.20(b)(iii), each Bank that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to such Issuing Bank.

(ii) With respect to any Unreimbursed Amount that is not fully refinanced by a Borrowing of Base Rate Loans because the conditions set forth in Section 2.20(b)(i) have not been satisfied or for any other reason, the Borrower shall be deemed to have incurred from the Issuing Bank an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at a rate equal to the sum of (A) the Base Rate in effect from time to time, *plus* (B) the Base Rate Margin in effect from time to time, *plus* (C) 2% *per annum*. In such an event, each Bank's payment to the Administrative Agent for the account of such Issuing Bank pursuant to Section 2.20(b)(ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Bank in satisfaction of its participation obligation under this Section 2.20.

(iii) Until each Bank funds its Loan or L/C Advance pursuant to this Section 2.20(b) to reimburse such Issuing Bank for any Unreimbursed Amount in respect of such Letter of Credit, interest in respect of such Bank's Pro Rata Share of the related Unreimbursed Amount shall be solely for the account of such Issuing Bank.

(iv) Each Bank's obligation to make Loans or L/C Advances to reimburse any Issuing Bank for Unreimbursed Amounts in respect of such Letter of Credit, as contemplated by this Section 2.20(b), shall be irrevocable, absolute and unconditional and shall not be affected by any

circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Bank may have against the Issuing Bank, the Borrower or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing. No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Borrower to reimburse any Issuing Bank for the amount of any payment made by the Issuing Bank under any Letter of Credit, together with interest as provided herein.

(v) If any Bank fails to make available to the Administrative Agent for the account of any Issuing Bank any amount required to be paid by such Bank pursuant to the foregoing provisions of this Section 2.20(b) by the time specified in Section 2.20(b)(ii), such Issuing Bank shall be entitled to recover from such Bank (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to such Issuing Bank at a rate *per annum* equal to the Federal Funds Rate from time to time in effect. A certificate of such Issuing Bank submitted to any Bank (through the Administrative Agent) with respect to any amounts owing under this Section 2.20(b)(vi) shall be conclusive absent manifest error.

(c) *Repayment of Participations.*(i) At any time after an Issuing Bank has made a payment under any Letter of Credit and has received from any Bank such Bank's L/C Advance in respect of such payment in accordance with Section 2.20(b), if the Administrative Agent receives for the account of such Issuing Bank any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the Borrower or otherwise, including the proceeds of Cash Collateral, if any, applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Bank its Pro Rata Share thereof (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Bank's L/C Advance was outstanding) in the same funds as those received by the Administrative Agent.

(i) If any payment received by the Administrative Agent for the account of an Issuing Bank pursuant to Section 2.20(b)(i) is required to be returned under any circumstances (including pursuant to any settlement entered into by such Issuing Bank in its discretion), each Bank shall pay to the Administrative Agent for the account of such Issuing Bank its Pro Rata Share thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Bank, at a rate *per annum* equal to the Federal Funds Rate from time to time in effect.

(d) *Role of Issuing Bank.* Each Bank and the Borrower agree that, in paying any drawing under a Letter of Credit, each Issuing Bank shall not have any

responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by any Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the Issuing Bank, the Administrative Agent nor any of the respective correspondents, participants or assignees of such Issuing Bank, nor any of their respective officers, directors, agents, employees, attorneys and advisors, shall be liable to any Bank for (i) any action taken or omitted in connection herewith at the request or with the approval of the Banks or the Required Banks, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Letter of Credit Application.

(e) *Cash Collateral.* (i) Upon the occurrence and during the continuance of any Event of Default, at the request of the Administrative Agent or the Required Banks, if, as of the Letter of Credit Expiration Date (or, if the expiry date of such Letter of Credit is after the Letter of Credit Expiration Date (as may be agreed by the Banks in accordance with Section 2.01(c)(i)), as of such later expiry date), any Letter of Credit for any reason remains outstanding and partially or wholly undrawn, the Borrower shall immediately Cash Collateralize the then Outstanding Amount of all L/C Obligations (in an amount equal to such Outstanding Amount determined as of the date of such Letter of Credit Expiration Date (or such later date as may be agreed by the Banks in accordance with Section 2.01(c)(i)), as the case may be).

(i) The Borrower, and to the extent provided by any Bank, such Bank hereby grants to the Administrative Agent, for the benefit of each Issuing Bank and the Banks, a security interest in all such cash, deposit accounts, securities accounts and all balances held in the Cash Collateral Account and all proceeds of the foregoing. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Upon the drawing of any Letter of Credit for which funds are on deposit as Cash Collateral, such funds shall be applied, to the extent permitted under Applicable Law, to reimburse each Issuing Bank and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the L/C Obligations at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Banks with L/C Obligations representing at least 51% of the total L/C Obligations), be applied to satisfy other obligations of the Borrower under this Agreement.

(ii) The Administrative Agent shall invest for the account of the Borrower the funds from time to time held by it in the Cash Collateral Account in such overnight U.S. treasury or similar short-term instruments as are selected by the Borrower and approved by the Administrative Agent, and shall maintain records adequate to determine the interest from time to time earned on such funds. The Administrative Agent shall have

no responsibility for any loss on any investments made by it with respect to the funds in such Cash Collateral Account.

(f) *Applicability of ISP and UCP.* Unless otherwise expressly agreed by an Issuing Bank and the Borrower upon issuing an L/C Credit Extension, (i) the rules of the ISP shall apply to each Standby Letter of Credit, and (ii) the rules of the Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce at the time of issuance, shall apply to each Trade Letter of Credit or Backup Letter of Credit in support of a trade letter of credit issued by the Borrower.

(g) *Conflict with Issuer Documents.* In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

(h) Letters of Credit Issued for Consolidated Entities, Members, members of Consolidated Entities or Beneficiaries of Letter of Credit Issued by the Borrower. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Consolidated Entity, Member or member of a Consolidated Entity, the Borrower shall be obligated to reimburse the Issuing Bank hereunder for any and all drawings under such Letter of Credit. The Borrower hereby acknowledges that the L/C Credit Extensions for the account of Consolidated Entities, Members or members of the Consolidated Entities inure to the benefit of the Borrower, and that the Borrower's business derives substantial benefits from the businesses of such Consolidated Entities, Members and members of such Consolidated Entities.

(i) *Letter of Credit Reports.* Each Issuing Bank shall furnish (A) to the Administrative Agent (with a copy to the Borrower) on the first Domestic Business Day of each month a written report summarizing issuance and expiration dates of L/C Credit Extensions issued during the preceding month and drawings during such month under each Letter of Credit and (B) to the Administrative Agent and each Bank (with a copy to the Borrower) on the first Domestic Business Day of each calendar quarter a written report setting forth the average daily aggregate L/C Obligations during the preceding calendar quarter of all Letters of Credit.

(j) *Obligations Absolute.* The obligation of the Borrower to reimburse each Issuing Bank for each drawing under each Letter of Credit and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, the Notes, the Issuer Documents or any other instrument in connection herewith;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that the Borrower or any Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), such Issuing Bank or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) any payment by such Issuing Bank under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit (so long as such draft or certificate substantially complies with such terms); or any payment made by such Issuing Bank under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit; or

(v) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower.

The Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it pursuant to Section 2.20(a)(iv) and, in the event of any claim of noncompliance with the Borrower's instructions or other irregularity, the Borrower will notify the Issuing Bank promptly upon becoming aware thereof. The Borrower shall be conclusively deemed to have waived any such claim against the Issuing Bank and its correspondents unless such notice is given as aforesaid.

(k) *Liability.* The Borrower assumes all risks of the acts or omissions of any beneficiary or transferee of any Letter of Credit with respect to such Letter of Credit; *provided, however,* that this assumption is not intended to, and shall not, preclude the Borrower from pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. Neither any Issuing Bank, any of its affiliates, nor any of its respective officers, directors, agents, employees, attorneys and advisors shall be liable or responsible for: (i) the use that may be made of any Letter of Credit or any acts or omissions of any beneficiary or transferee in connection therewith; (ii) the validity, sufficiency or

genuineness of documents, or of any endorsement thereon, even if such documents should prove to be in any or all respects invalid, insufficient, fraudulent or forged; (iii) payment by such Issuing Bank against presentation of documents that do not comply with the terms of any Letter of Credit (so long as such draft or certificate substantially complies with such terms); or (iv) any other circumstances whatsoever in making or failing to make payment under any Letter of Credit, except that, anything in such clauses (i) through (iv) to the contrary notwithstanding, the Borrower shall have a claim against such Issuing Bank, and such Issuing Bank shall be liable to the Borrower, to the extent of any direct (but not special, indirect, consequential or punitive) damages suffered by the Borrower that the Borrower proves were caused by (A) such Issuing Bank's willful misconduct or gross negligence as determined in a final, non-appealable judgment by a court of competent jurisdiction in determining whether documents presented under any Letter of Credit comply with the terms thereof or (B) such Issuing Bank's willful failure to make lawful payment under any Letter of Credit after the presentation to it by the beneficiary of a draft and certificate(s) strictly complying with the terms and conditions of any Letter of Credit. In furtherance and not in limitation of the foregoing, such Issuing Bank may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary.

(l) *Replacement or Addition of Issuing Bank.* An Issuing Bank may be replaced or added at any time by written agreement among the Borrower, the Administrative Agent (unless, in the case of the replacement of an Issuing Bank, the successor Issuing Bank is a Bank and, if applicable, such agreement not to be unreasonably withheld, conditioned or delayed) and the successor or additional Issuing Bank, as applicable. The Administrative Agent shall notify the Banks of any such replacement or addition, as applicable, of an Issuing Bank. Where an Issuing Bank is replaced, at the time such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for account of the replaced Issuing Bank. Furthermore, from and after the effective date of such replacement, the successor Issuing Bank, shall have all the rights and obligations of the replaced Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter. References herein to the term "Issuing Bank" shall be deemed to refer to any successor or additional Issuing Bank, as applicable, or to any previous Issuing Bank, or to any successor or additional Issuing Banks, as applicable, and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

Section 2.21. *[Reserved]*

Section 2.22. *Extension of Commitment Termination Date.* (a) The Borrower may, by notice to the Administrative Agent (which shall promptly notify the Banks) not earlier than 45 days prior to any anniversary of November 28, 2022

(each, an “**Anniversary Date**”) but no later than 30 days prior to any such Anniversary Date, request that each Bank extend such Bank’s Commitment Termination Date for an additional one year after the Commitment Termination Date then in effect for such Bank hereunder (the “**Existing Commitment Termination Date**”); *provided, however*, the Borrower may request no more than two extensions pursuant to this Section.

(a) In the event it receives a notice from the Administrative Agent pursuant to Section 2.22(a), each Bank, acting in its sole and individual discretion, shall, by notice to the Administrative Agent given not earlier than 30 days prior to the applicable Anniversary Date and not later than the date (the “Bank Extension Notice Date”) that is 20 days prior to the applicable Anniversary Date, advise the Administrative Agent whether or not such Bank agrees to such extension (and each Bank that determines not to so extend its Existing Commitment Termination Date (a “Non-Extending Bank”) shall notify the Administrative Agent of such fact promptly after such determination (but in any event no later than the Bank Extension Notice Date)), and any Bank that does not so advise the Administrative Agent on or before the Bank Extension Notice Date shall be deemed to be a Non-Extending Bank. The election of any Bank to agree to any such extension shall not obligate any other Bank to so agree.

(b) The Administrative Agent shall notify the Borrower of each Bank’s determination (or deemed determination) under this Section no later than the date that is 15 days prior to the applicable Anniversary Date, or, if such date is not a Business Day, on the next preceding Business Day (the “Specified Date”).

(c) The Borrower shall have the right on or before the fifth Business Day after the Specified Date (the “Extension Date”) to replace each Non-Extending Bank (i) with an existing Bank, and/or (ii) by adding as “Banks” under this Agreement in place thereof, one or more Persons (each Bank in clauses (i) and (ii), an “Additional Commitment Bank”), each of which Additional Commitment Banks shall be an Assignee and shall have entered into an agreement in form and substance satisfactory to the Borrower and the Administrative Agent pursuant to which such Additional Commitment Bank shall, effective as of the Extension Date, undertake a Commitment (and, if any such Additional Commitment Bank is already a Bank, its Commitment shall be in addition to such Bank’s Commitment hereunder on such date); provided that the aggregate amount of the Commitments for all Additional Commitment Banks shall be no more than the aggregate amount of the Commitments of all Non-Extending Banks; provided, further, that the existing Banks shall have the right to increase their Commitments up to the amount of the Non-Extending Banks’ Commitments before the Borrower shall have the right to substitute any other Person for any Non-Extending Bank.

(d) If (and only if) the aggregate amount of the Commitments of the Banks that have agreed to extend their Existing Commitment Termination Dates plus the aggregate additional Commitments of the Additional Commitment Banks shall be more than 50% of the aggregate amount of the Commitments in effect

immediately prior to the Specified Date, then, effective as of the Extension Date, the Existing Commitment Termination Date of each Bank agreeing to an extension and of each Additional Commitment Bank shall be extended to the date that is one year after the Existing Commitment Termination Date, and each Additional Commitment Bank shall thereupon become a “Bank” for all purposes of this Agreement.

(e) Notwithstanding the foregoing, the extension of any Bank’s Existing Commitment Termination Date (and the accession of each Additional Commitment Bank) pursuant to this Section shall be effective on the Extension Date only if (i) the following statements shall be true: (A) no Default or Event of Default has occurred and is continuing, or would result from the extension of the Existing Commitment Termination Date and (B) all the representations and warranties of the Borrower set forth in this Agreement shall be true and correct in all material respects (without duplication of materiality qualifications otherwise set forth in such representations and warranties, before and after giving effect to such extension), and (ii) on or prior to the Extension Date the Administrative Agent shall have received the following, each dated the Extension Date and in form and substance satisfactory to the Administrative Agent: (1) a certificate signed by any one of the Chief Financial Officer, the Chief Executive Officer, an Assistant Secretary-Treasurer, the Controller or the Vice President, Capital Markets Relations of the Borrower to the effect that the conditions set forth in clauses (c) through (g), inclusive, of **Section 3.03** have been satisfied as of the Extension Date and, in the case of clauses (c), (d) and (g), setting forth in reasonable detail the calculations required to establish such compliance, (2) a certificate of an officer of the Borrower acceptable to the Administrative Agent stating that all consents, authorizations, notices and filings required or advisable in connection with the extension of the Existing Commitment Termination Date are in full force and effect, and the Administrative Agent shall have received evidence thereof reasonably satisfactory to it, (3) an opinion of the General Counsel of the Borrower, substantially in the form of Exhibit C hereof, provided that an enforceability opinion under New York law, that is reasonably acceptable to the Administrative Agent, shall be furnished by the Borrower’s New York counsel, Foley & Lardner LLP, subject to customary assumptions, qualifications and limitations and (4) such other documents reasonably requested by the Administrative Agent in connection with any such transaction.

(f) Subject to subsection (e) above, the Commitment of any Non-Extending Bank that has not been replaced pursuant to subsection (d) above shall (i) automatically terminate on its Existing Commitment Termination Date or (ii) at the option of the Borrower, with respect to the Commitments of all Non-Extending Banks that have advised the Borrower of their unwillingness to agree to an extension in response to a notice delivered pursuant to Section 2.22(a), terminate on any Anniversary Date occurring prior thereto (in each case without regard to any extension by any other Bank); it being understood and agreed that such Non-Extending Bank’s participations in Letters of Credit outstanding on such Existing Commitment Termination Date or such Anniversary Date, as the

case may be, shall terminate thereon and any and all fees and expenses owed to each Non-Extending Bank as of that date shall be paid by the Borrower to such Non-Extending Bank.

ARTICLE 3 Conditions

Section 3.01. *Effectiveness.* (i) The Existing Credit Agreement became effective on the Effective Date and (ii) this Agreement shall become effective on the date (the “**Amendment Effective Date**”) on which the Administrative Agent shall have received the following documents or other items, each dated the Amendment Effective Date unless otherwise indicated:

- (a) receipt by the Administrative Agent of counterparts hereof signed by each of the parties hereto (or, in the case of any party as to which an executed counterpart shall not have been received, receipt by the Administrative Agent in form satisfactory to it in facsimile transmission, electronic submission or other writing from such party of execution of a counterpart hereof by such party);
- (b) receipt by the Administrative Agent for the account of each Bank that has requested a Note of a duly executed Note dated on or before the Amendment Effective Date complying with the provisions of Section 2.05;
- (c) receipt by the Administrative Agent of an opinion of the General Counsel of the Borrower, substantially in the form of Exhibit C hereto, *provided* that an enforceability opinion under New York law, that is reasonably acceptable to the Administrative Agent, shall be furnished by the Borrower’s New York counsel, Foley & Lardner LLP, subject to customary assumptions, qualifications and limitations;
- (d) receipt by the Administrative Agent of a certificate signed by any one of the Chief Financial Officer, the Chief Executive Officer, an Assistant Secretary-Treasurer, the Controller or the Vice President, Capital Markets Relations of the Borrower to the effect that the conditions set forth in clauses (c) through (g), inclusive, of Section 3.03 have been satisfied as of the Amendment Effective Date and, in the case of clauses (c), (e) and (g), setting forth in reasonable detail the calculations required to establish such compliance;
- (e) receipt by the Administrative Agent, with a copy for each Bank, of a certificate of an officer of the Borrower acceptable to the Administrative Agent stating that all consents, authorizations, notices and filings required or advisable in connection with this Agreement are in full force and effect, and the Administrative Agent shall have received evidence thereof reasonably satisfactory to it;
- (f) receipt by the Administrative Agent and the Syndication Agent (or their respective assigns) and by each Bank Party of all fees required to be paid in the

respective amounts heretofore mutually agreed in writing, and all expenses for which invoices have been presented, on or before the Amendment Effective Date;

(g) receipt by the Administrative Agent and the Banks of all documentation and other information requested by the Administrative Agent or such Bank and required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including, without limitation, the USA PATRIOT Act (Title III of Pub. L. 107-56); and

(h) receipt by the Administrative Agent of all documents the Required Banks may reasonably request relating to the existence of the Borrower, the corporate authority for and the validity of this Agreement and the Notes, and any other matters relevant hereto, all in form and substance reasonably satisfactory to the Administrative Agent.

The Administrative Agent shall promptly notify the Borrower and the Bank Parties of the Amendment Effective Date, and such notice shall be conclusive and binding on all parties hereto.

Section 3.02. *[Reserved]*

Section 3.03. *Borrowings and L/C Credit Extensions.* The obligation of any Bank to make a Loan on the occasion of any Borrowing and the obligation of the Issuing Bank to issue, amend or increase the principal amount thereof or extend any Letter of Credit (other than an extension pursuant to an Auto-Extension Letter of Credit in accordance with the original terms thereof) is subject to the satisfaction of the following conditions, in each case at the time of such Borrowing or L/C Credit Extensions and immediately thereafter:

(a) The Amendment Effective Date shall have occurred on or prior to November 15, 2022;

(b) receipt by the Administrative Agent of a Notice of Borrowing as required by Section 2.02 or 2.03, as the case may be;

(c) the fact that the Borrower is in compliance with Section 7.11 of the 1994 Indenture, as such Indenture is in effect as of the Effective Date and the Amendment Effective Date;

(d) Prior to the Commitment Termination Date, the fact that the sum of (i) the aggregate outstanding principal amount of the Loans and (ii) the Outstanding Amount of L/C Obligations will not exceed the Aggregate Commitments (as such Commitments may be increased or decreased from time to time in accordance with the terms and conditions of this Agreement);

(e) the fact that no Default shall have occurred and be continuing;

(f) the fact that the representations and warranties of the Borrower (in the case of a Borrowing or L/C Credit Extension, other than the representations set forth in Section 4.02(c), Section 4.03 and Section 4.14) contained in this Agreement shall be true in all material respects (other than any such representations or warranties that, by their terms, refer to a specific date other than the date of Borrowing or L/C Credit Extension, in which case such representations and warranties shall be true in all material respects as of such specific date); *provided that*, (i) in the case of the representations set forth in Section 4.02(a) and Section 4.02(b) being made after the Amendment Effective Date shall be deemed to refer to the most recent balance sheets and statements furnished pursuant to Section 5.03(b)(ii) and Section 5.03(b)(i), respectively and (ii) in the case of the representation set forth in Section 4.06 being made after the Amendment Effective Date, such representation shall be true except to the extent not reasonably expected to have a material adverse effect on the business, financial position or results of operations of the Borrower; and

(g) the fact that (i) there shall be no collateral securing Bonds issued pursuant to any Indenture of a type other than the types of collateral permitted to secure Bonds issued pursuant to such Indenture as of the date hereof, (ii) the allowable amount of eligible collateral then pledged under any Indenture shall not exceed 150% of the aggregate principal amount of Bonds then outstanding under such Indenture and (iii) no collateral shall secure Bonds other than (A) eligible collateral under such Indenture, the allowable amount of which is included within the computation under subsection (ii) above or (B) collateral previously so pledged which ceases to be such eligible collateral not as a result of any acts or omissions to act of the Borrower (other than the declaration of an “**event of default**” as defined in a mortgage which results in the exercise of any right or remedy described in such mortgage).

Each Borrowing or L/C Credit Extension hereunder shall be deemed to be a representation and warranty by the Borrower on the date of such Borrowing or L/C Credit Extension as to the facts specified in clauses (c), (d), (e), (f) and (g) of this Section 3.03.

ARTICLE 4 Representations and Warranties

The Borrower makes the following representations, warranties and agreements, which shall survive the execution and delivery of this Agreement and the Notes and the making of the Loans or L/C Credit Extensions:

Section 4.01. *Corporate Existence, Power and Authority.* The Borrower is a cooperative association duly incorporated, validly existing and in good standing under the laws of the District of Columbia and has the corporate power and authority and all material governmental licenses, authorizations, consents and approvals required to own its property and assets and to transact the business in which it is engaged. The Borrower is duly qualified or licensed as a foreign

corporation in good standing in every jurisdiction in which the nature of the business in which it is engaged makes such qualification or licensing necessary, except in those jurisdictions in which the failure to be so qualified or licensed would not (after qualification, assuming that the Borrower could so qualify without the payment of any fee or penalty and retain the rights as they existed prior to such qualification all to an extent so that any fees or penalties required to be so paid or any rights not so retained would not, individually or in the aggregate, have a material adverse effect on the business or financial position of the Borrower), individually or in the aggregate, have a material adverse effect upon the business or financial position of the Borrower and its Consolidated Entities, taken as a whole. The Borrower has the corporate power and authority to execute, deliver and carry out the terms and provisions of this Agreement and the Notes. This Agreement has been, and the Notes when executed and delivered will have been, duly and validly authorized, executed and delivered by the Borrower, and this Agreement constitutes a legal, valid and binding agreement of the Borrower, and the Notes, when executed and delivered by the Borrower in accordance with this Agreement, will constitute legal, valid and binding obligations of the Borrower, in each case enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or law).

Section 4.02. *Financial Statements.* (a) The consolidated balance sheets of the Borrower and its Consolidated Entities as at May 31, 2022 and the related consolidated statements of operations, changes in equity and cash flows for the fiscal year ended May 31, 2022, including the related notes, accompanied by the opinion and report thereon of KPMG LLP, independent public accountants, heretofore delivered to the Banks, present fairly in all material respects in accordance with U.S. GAAP (i) the consolidated financial position of the Borrower and its Consolidated Entities as at the date of said balance sheets and (ii) the consolidated results of the operations of the Borrower and its Consolidated Entities for said fiscal year. The Borrower has no material liabilities (contingent or otherwise) of the type required to be disclosed in financial statements or footnotes which are not disclosed by or reserved against in the most recent audited financial statements or in the notes thereto other than (i) Indebtedness incurred and (ii) loan and guarantee commitments issued in each case by the Borrower in the ordinary course of business since the date of such financial statements. All such financial statements have been prepared in accordance with U.S. GAAP applied on a basis consistent with prior periods, except as disclosed therein. The same representations as are set forth in this Section 4.02 shall be deemed to have been made by the Borrower in respect of the most recent annual and quarterly financial statements of the Borrower and its Consolidated Entities (except that the annual opinion and report of KPMG LLP may be replaced by an opinion and report of another nationally recognized firm of independent public accountants) furnished or required to be furnished to the Banks prior to or at the

time of the making of each Loan hereunder, at the time the same are furnished or required to be furnished.

(a) The unaudited consolidated balance sheets of the Borrower and its Consolidated Entities as of August 31, 2022 and the related unaudited consolidated statements of operations, changes in equity and cash flows for the three months then ended, heretofore delivered to the Banks, present fairly in conformity with U.S. GAAP applied on a basis consistent with the financial statements referred to in subsection (a) of this Section 4.02, the consolidated financial position of the Borrower and its Consolidated Entities as of such date and their consolidated results of operations and changes in financial position for such three-month period (subject to normal year-end adjustments). The Borrower and its Consolidated Entities have no material liabilities (contingent or otherwise) of the type required to be disclosed in financial statements or footnotes which are not disclosed by or reserved against in such financial statements for such three-month period other than (i) Indebtedness incurred and (ii) loan and guarantee commitments issued in each case by the Borrower or its Consolidated Entities in the ordinary course of business since the date of such financial statements.

(b) Since August 31, 2022 and except as disclosed in the Borrower's public filings two Domestic Business Days prior to the date of this Agreement, there has been no material adverse change in the business, financial position or results of operations of the Borrower and its Consolidated Entities, considered as a whole.

Section 4.03. *Litigation.* There are no actions, suits, proceedings or investigations pending or, to the Borrower's knowledge, threatened by or before any court or any Governmental Authority, body or agency or any arbitration board which are reasonably likely to materially adversely affect the business, financial position or results of operations of the Borrower and its Consolidated Entities, taken as a whole or the authority or ability of the Borrower to perform its obligations under this Agreement or the Notes.

Section 4.04. *Governmental Authorizations.* No material authorization, consent, approval or license of, or declaration, filing or registration with or exemption by, any Governmental Authority, body or agency is required in connection with the execution, delivery or performance by the Borrower of this Agreement or the Notes. The Banks acknowledge that the Borrower may file this Agreement with the Securities and Exchange Commission after the Amendment Effective Date.

Section 4.05. *Members' Subordinated Certificates.* The holders of the Borrower's Members' Subordinated Certificates are not and will not be entitled to receive any payments with respect to the principal thereof or interest thereon solely because of withdrawing or being expelled from membership in the Borrower.

Section 4.06. *No Violation of Agreements.* Neither the Borrower nor any Subsidiary is in default in any material respect under any material agreement or

other material instrument to which it is a party or by which it is bound or its property or assets may be affected. No event or condition exists which constitutes, or with the giving of notice or lapse of time or both would constitute, such a default under any such material agreement or other instrument. Neither the execution and delivery of this Agreement or the Notes, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene any material provision of law, statute, rule or regulation to which the Borrower is subject or any material judgment, decree, award, franchise, order or permit applicable to the Borrower, or will conflict or be inconsistent with, or will result in any breach of, any of the material terms, covenants, conditions or provisions of, or constitute (or with the giving of notice or lapse of time, or both, would constitute) a material default under (or condition or event entitling any Person to require, whether by purchase, redemption, acceleration or otherwise, the Borrower to perform any obligations prior to the scheduled maturity thereof), or result in the creation or imposition of any Lien upon any of the property or assets of the Borrower pursuant to the terms of, any material indenture, mortgage, deed of trust, agreement or other instrument to which it may be subject, or violate any provision of the certificate of incorporation or by-laws of the Borrower. Without limiting the generality of the foregoing, the Borrower is not a party to, or otherwise subject to any provision contained in, any instrument evidencing Indebtedness of the Borrower, any agreement or indenture relating thereto or any other material contract or agreement (including its certificate of incorporation and by-laws), which would be violated by the incurring of the Indebtedness to be evidenced by the Notes.

Section 4.07. *No Event of Default under the Indentures.* The Borrower has complied fully with all of the material provisions of each Indenture. No Event of Default (within the meaning of such term as defined in each Indenture) and no event, act or condition (except for possible non-compliance by the Borrower with any immaterial provision of such Indenture which in itself is not such an Event of Default under such Indenture) which with notice or lapse of time, or both, would constitute such an Event of Default has occurred and is continuing under such Indenture. The Borrowings by the Borrower contemplated by this Agreement will not cause such an Event of Default under, or the violation of any covenant contained in, any Indenture.

Section 4.08. *Compliance with ERISA.* The Plans (other than Plans consisting of multiemployer plans (as defined in Section 4001 of ERISA)) are in substantial compliance with ERISA other than any failure to comply that is not reasonably likely to have a material adverse effect on the business, results of operations or financial position of the Borrower, no such Plan is insolvent or in reorganization other than an insolvency or reorganization that is not reasonably likely to have a material adverse effect on the business, results of operations or financial position of the Borrower, and no such Plan has an accumulated or waived funding deficiency within the meaning of Section 412 of the Internal Revenue Code other than any accumulated or waived funding deficiency that is not reasonably likely to have a material adverse effect on the business, results of operations or financial

position of the Borrower. No Plan consisting of a multiemployer plan (as defined in Section 4001 of ERISA) is in reorganization. Neither the Borrower nor a Subsidiary of the Borrower nor any member of the ERISA Group has incurred any material liability (including any material contingent liability) to or on account of a Plan pursuant to Section 4062, 4063, 4064, 4201 or 4204 of ERISA, no proceedings have been instituted to terminate any Plan, and no condition exists which presents a material risk to the Borrower of incurring a material liability to or on account of a Plan pursuant to any of the foregoing Sections of ERISA.

Section 4.09. *Compliance with Other Laws.* The Borrower and each Subsidiary is in compliance with all applicable requirements of law and all applicable rules and regulations of each Federal, State, municipal or other governmental department, agency or authority, domestic or foreign, except to the extent that the failure to comply would not reasonably be expected to have a material adverse effect on the business, financial position or results of operations of the Borrower and its Consolidated Entities, taken as a whole.

Section 4.10. *Tax Status.* The Borrower is exempt from payment of Federal income tax under Section 501(c)(4) of the Internal Revenue Code.

Section 4.11. *Investment Company Act.* The Borrower is not an “investment company” or a company “controlled” by an “investment company”, within the meaning of the Investment Company Act of 1940, as amended.

Section 4.12. *Disclosure.* Neither this Agreement nor any document, certificate, including without limitation any Beneficial Ownership Certification, or financial statement furnished to any Bank by or on behalf of the Borrower in connection herewith (all such documents, certificates and financial statements, taken as a whole) contains, as of the date of delivery thereof and taken as a whole, any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein and therein, in the light of the circumstances under which they were made, not misleading; *provided* that, with respect to projected financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed by it to be reasonable at the time.

Section 4.13. *Subsidiaries.* Each of the Borrower’s corporate Subsidiaries is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all corporate powers and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

Section 4.14. *Environmental Matters.* In the ordinary course of its business, the Borrower conducts reviews, to the extent appropriate given the nature of its business operations, of the effect of Environmental Laws on the business, operations and properties of the Borrower and its Subsidiaries, in the course of which it identifies and evaluates associated liabilities and costs (including,

without limitation, any capital or operating expenditures required for clean-up or closure of properties presently or previously owned, any capital or operating expenditures required to achieve or maintain compliance with environmental protection standards imposed by law or as a condition of any license, permit or contract, any related constraints on operating activities, including any periodic or permanent shutdown of any facility or reduction in the level of or change in the nature of operations conducted thereat, any costs or liabilities in connection with off-site disposal of wastes or Hazardous Substances, and any actual or potential liabilities to third parties, including employees, and any related costs and expenses). On the basis of this review, the Borrower has reasonably concluded that such associated liabilities and costs, including the cost of compliance with Environmental Laws, are unlikely to have a material adverse effect on the business, financial position or results of operations of the Borrower and its Consolidated Entities, considered as a whole.

Section 4.15. *Anti-Corruption Laws and Sanctions.* The Borrower has implemented and maintains in effect policies and procedures designed to cause compliance by the Borrower and its Subsidiaries and, when conducting business of behalf of the Borrower or its Subsidiaries, their respective directors, officers and employees with Anti-Corruption Laws and applicable Sanctions, and the Borrower and its Subsidiaries and, to the knowledge of the Borrower, their respective officers, employees and directors, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Borrower, any Subsidiary or to the knowledge of the Borrower or such Subsidiary any of their respective directors, officers or employees, or (b) to the knowledge of the Borrower, any agent of the Borrower or any Subsidiary that will act in any capacity in connection with or directly benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws or applicable Sanctions.

Section 4.16. *FinCEN Beneficial Ownership Certification.* On the Amendment Effective Date, the Borrower delivered to the Administrative Agent and the Banks a Beneficial Ownership Certification and all documentation and other information requested by the Administrative Agent or such Bank and required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including, without limitation, the USA PATRIOT Act (Title III of Pub. L. 107-56) and the FinCEN beneficial ownership regulations under the Beneficial Ownership Regulation.

ARTICLE 5 Covenants

The Borrower agrees that, so long as any Bank Party has any Commitment hereunder or any amount payable under any Note or any fee payable pursuant to

Section 2.09 or any other amount then due and payable hereunder remains unpaid or any Letter of Credit remains outstanding:

Section 5.01. *Corporate Existence.* Except as otherwise permitted by Section 5.02 hereof, the Borrower, at its own cost and expense, will, and will cause each Subsidiary to, do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence, and its material rights and franchises; *provided, however,* that neither the Borrower nor any Subsidiary shall be required to preserve any right or franchise or, in the case of a Subsidiary, its corporate existence, if its Board of Directors shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Borrower or such Subsidiary (*provided* that the termination of the corporate existence of a Subsidiary shall be permitted if the Board of Directors of the Borrower shall determine that its existence is not desirable in the conduct of the business of the Borrower) and that the loss thereof is not disadvantageous in any material respect to the Banks.

Section 5.02. *Disposition of Assets, Merger, Character of Business, etc.* The Borrower will not wind up or liquidate its business or sell, lease, transfer or otherwise dispose of all or substantially all of its assets as an entirety or in a series of related transactions and will not consolidate with or merge with or into any other Person other than a merger with a Subsidiary in which the Borrower is the surviving Person. The Borrower will not engage in any business other than the business contemplated by its certificate of incorporation and by-laws, each as in effect on the Amendment Effective Date.

Section 5.03. *Financial Information.* (a) The Borrower will, and will cause each Subsidiary other than the Subsidiaries listed on Schedule 5.03(a) to, keep its books of account in accordance with U.S. GAAP.

(a) The Borrower will (subject to the last paragraph of this Section 5.03) furnish to the Administrative Agent for distribution to the Banks:

(i) as soon as available and in any event within 60 days after the close of each of the first three quarters of each fiscal year of the Borrower, as at the end of, and for the period commencing at the end of the previous fiscal year and ending with, such quarter, unaudited consolidated balance sheets of the Borrower and its Consolidated Entities and the related unaudited consolidated statements of operations, changes in equity and cash flow of the Borrower and its Consolidated Entities for such quarter and for the portion of the Borrower's fiscal year ended at the end of such quarter, setting forth in each case in comparative form the figures for the corresponding quarter and the corresponding portion of the Borrower's previous fiscal year, all in reasonable detail and certified (subject to normal year-end adjustments) as to fairness of presentation in accordance with U.S. GAAP in all material respects and consistency (except for changes concurred in by the Borrower's independent public

accountants) by the Chief Executive Officer, the Chief Financial Officer, an Assistant Secretary-Treasurer or the Controller of the Borrower;

(ii) as soon as practicable and in any event within the earlier of (i) two Domestic Business Days after filing with the Securities and Exchange Commission and (ii) 120 days after the close of each fiscal year of the Borrower, as at the end of and for the fiscal year just closed, consolidated balance sheets of the Borrower and its Consolidated Entities and the related consolidated statements of operations, changes in equity and cash flow for such fiscal year for the Borrower and its Consolidated Entities, all in reasonable detail and certified (without any qualification as to the scope of the audit) by KPMG LLP or other independent public accountants of nationally recognized standing selected by the Borrower, who shall have audited the books and accounts of the Borrower for such fiscal year;

(iii) with reasonable promptness, copies of all regular and periodical reports (including Current Reports on Form 8-K) filed with, or furnished to, the Securities and Exchange Commission;

(iv) promptly after the public announcement of, or promptly after receiving a written notice of, a change (whether an increase or decrease) in any rating issued by either S&P, Moody's or Fitch, solely to the extent that the Borrower is then under an existing contract with such agency for the provision of ratings information pertaining to any securities of, or guaranteed by, the Borrower or any of its Subsidiaries or affiliates, a notice setting forth such change; and

(v) with reasonable promptness, such other information respecting the business, operations and financial condition of the Borrower or any of its Subsidiaries or any Joint Venture as any Bank may, from time to time, reasonably request, including, without limitation, with respect to the performance and observance by the Borrower of the covenants and conditions contained in this Agreement.

Reports or financial information required to be delivered pursuant to clauses (b)(i), (b)(ii) and (b)(iii) of this Section 5.03 shall be deemed to have been delivered on the date on which the Borrower posts such reports or financial information on the Borrower's website (www.nrucfc.org) or at such other website as may be notified to the Administrative Agent and the Banks or when such reports or financial information are posted on the SEC's website at www.sec.gov; *provided*, that the Borrower shall notify the Administrative Agent of any such posting; and *provided* further that the Borrower shall deliver paper copies of the reports or financial information required to be delivered pursuant to clauses (b)(i), (b)(ii) and (b)(iii) of this Section 5.03 to the Administrative Agent, if so requested by any Bank to the Administrative Agent, until written notice to cease delivering such paper copies is given by such Bank to the Administrative Agent.

Section 5.04. *Default Certificates.* Concurrently with each financial statement delivered to the Administrative Agent pursuant to clauses (i) and (ii) of Section 5.03(b), the Borrower will furnish to the Administrative Agent a certificate signed by the Chief Executive Officer, the Chief Financial Officer, the Vice President, Capital Markets Relations, an Assistant Secretary-Treasurer or the Controller of the Borrower to the effect that the review of the activities of the Borrower during such year or the portion thereof covered by such financial statement and of the performance of the Borrower under this Agreement has been made under his supervision and that to the best of his knowledge, based on such review, there exists no event which constitutes a Default or an Event of Default under this Agreement or, if any such event exists, specifying the nature thereof, the period of its existence and what action the Borrower has taken and proposes to take with respect thereto, which certificate shall set forth the calculations or other data required to establish compliance with the provisions of Section 5.09 and Sections 5.12 through 5.14, inclusive, at the end of such fiscal quarter or fiscal year, as the case may be. The Borrower further covenants that upon any such officer of the Borrower obtaining knowledge of any Default or Event of Default under this Agreement, it will forthwith, and in no event later than the close of business on the fourth (4th) Domestic Business Day immediately after the day such knowledge is obtained, deliver to the Administrative Agent a statement of any officer referred to above specifying the nature and the period of existence thereof and what action the Borrower has taken and proposes to take with respect thereto.

Section 5.05. *Notice of Litigation and Defaults.* The Borrower will promptly give written notice to the Administrative Agent of (i) any action, proceeding or claim of which the Borrower may have notice, which may be commenced against the Borrower or any Subsidiary in which the amount involved is \$50,000,000 or more and is not covered in full by insurance or as to which any insurer has disclaimed liability; and (ii) any default by the Borrower or any Subsidiary or event or condition known to the Borrower which with the giving of notice or lapse of time, or both, would constitute a default, with respect to any payment or payments in respect of Indebtedness of the Borrower or such Subsidiary aggregating in excess of \$50,000,000 (whether in payment of principal thereof or interest thereon or with respect to any material covenant or agreement contained in any instrument, mortgage, deed of trust or agreement evidencing or relating to such Indebtedness or otherwise), *provided* that if any matter described in clauses (i) or (ii) of this Section has previously been disclosed by the Borrower in its regular or periodical reports filed with, or furnished to, the Securities and Exchange Commission, then no additional written notice shall be required under this Section.

Section 5.06. *ERISA.* As soon as possible and, in any event, within 10 days after the Borrower or a Subsidiary of the Borrower knows or has reason to know that a Reportable Event has occurred, that an accumulated funding deficiency has been incurred or an application may be or has been made to the Secretary of the Treasury for a waiver of the minimum funding standard under Section 412 of the Internal Revenue Code with respect to a Plan, that a Plan has been or may be

terminated, that proceedings may be or have been instituted to terminate a Plan, or that the Borrower, a Subsidiary of the Borrower or any member of the ERISA Group will or may incur any liability in excess of \$5,000,000 to or on account of a Plan under Section 4062, 4063, 4064, 4201 or 4204 of ERISA, the Borrower will deliver to the Administrative Agent a certificate of the Chief Financial Officer of the Borrower setting forth details as to such occurrence and action, if any, which the Borrower or such Subsidiary is required or proposes to take, together with any notices required to be filed by the Borrower, such Subsidiary, such member of the ERISA Group or the plan administrator with the PBGC with respect thereto.

Section 5.07. *Payment of Charges.* The Borrower will, and will cause each Subsidiary to, duly pay and discharge (i) all taxes, assessments and governmental charges or levies imposed upon or against it or its property or assets, prior to the date on which material penalties attach thereto, unless and to the extent only that such taxes, assessments and governmental charges or levies are being contested in good faith by appropriate proceedings or unless the failure to do so will not have a material adverse effect on the business, financial position or results of operations of the Borrower and its Consolidated Entities taken as a whole; and (ii) all lawful claims, including, without limitation, claims for labor, materials, supplies or services, which might or could, if unpaid, become a Lien upon such property or assets, unless and to the extent only that the validity or the amount thereof is being contested in good faith by appropriate proceedings or unless the failure to do so will not have a material adverse effect on the business, financial position or results of operations of the Borrower and its Consolidated Entities taken as a whole.

Section 5.08. *Inspection of Books and Assets.* The Borrower will, and will cause each Subsidiary to, permit any representative of any Bank Party (or any agent or nominee of such Bank) to visit and inspect any of the property of the Borrower or such Subsidiary, to examine the books of record and account of the Borrower or such Subsidiary and to discuss the affairs, finances and accounts of the Borrower or such Subsidiary with the officers and independent public accountants of the Borrower or such Subsidiary, all at such reasonable times and as often as such Bank may reasonably request.

Section 5.09. *Indebtedness.* (a) The Borrower will not, and will not permit any of its Consolidated Entities (other than Rural Telephone Finance Cooperative and National Cooperative Services Corporation) to, incur, assume or Guarantee any Superior Indebtedness, or make any optional prepayment on any Members' Subordinated Certificate; *provided* that (i) subject to the provisions of Section 5.12, any such Subsidiary may incur Superior Indebtedness owing to the Borrower or assume or Guarantee Indebtedness of any Person (other than the Borrower or any of its Subsidiaries) owing to the Borrower and (ii) the Borrower may incur, assume or Guarantee Superior Indebtedness or make optional prepayments on Members' Subordinated Certificates if, after giving effect to any such action specified above in this clause (ii), on the date of such incurrence, assumption or Guarantee or making of such optional prepayment (the

“**Determination Date**”) the aggregate principal amount of Superior Indebtedness then outstanding would not exceed ten times the sum of (a) the aggregate principal amount of Members’ Subordinated Certificates outstanding on the Determination Date, (b) the aggregate amount of the line item “total equity” shown on the consolidated balance sheet of the Borrower and its Consolidated Entities on the Determination Date, and (c) the aggregate principal amount of Qualified Subordinated Indebtedness outstanding on the Determination Date; *provided* that the non-cash adjustments (whether positive or negative) required to be made pursuant to ASC 815 and ASC 830 shall be excluded from calculations under clause (ii) above to the extent otherwise included therein. The respective principal amounts of Superior Indebtedness, Members’ Subordinated Certificates and Qualified Subordinated Indebtedness to be outstanding on such given future date shall be determined after giving effect to mandatory sinking fund payments, other mandatory prepayments and serial and other maturity payments required to be made on or prior to said given future date by the terms of such Superior Indebtedness, Members’ Subordinated Certificates, Qualified Subordinated Indebtedness or any indenture or other instrument pursuant to which they are respectively issued.

(a) If any Loan or L/C Obligation is outstanding hereunder, the Borrower will not take any action which would prevent it from then complying, or fail to take any action which would enable it then to comply, with the provisions of Section 3.03(g), assuming for this purpose only that the Borrower then intended to borrow from one or more of the Bank Parties hereunder.

Section 5.10. *Liens*. The Borrower will not create or permit to exist any Lien on or with respect to any Indebtedness of any Member which is an asset of the Borrower, now existing or hereafter created, or on any notes, mortgages or other documents or instruments evidencing any such Indebtedness, and the Borrower will not permit any Consolidated Entity to create or permit to exist any Lien on or with respect to any of such Subsidiary’s assets, except (i) Liens granted by the Borrower to the trustee pursuant to any Indenture, (ii) Liens on any such Indebtedness granted by the Borrower or its Consolidated Entity to secure any borrowing for the purpose of making loans to Member power supply systems or loans to Members for bulk power supply projects or loans to Members for the purpose of providing financing to telephone and related systems eligible to borrow from the RUS or loans to borrowers borrowing from National Cooperative Services Corporation or Rural Telephone Finance Cooperative, which borrowing or borrowings are on terms (except as to terms of interest, premium, if any, and amortization) not materially more disadvantageous to the Borrower’s unsecured creditors than the borrowings under any Indenture (it being understood that the Borrower cannot pledge such assets to an extent the aggregate value is greater than 150% of the aggregate principal amount of such Indebtedness), (iii) Liens of current Taxes not delinquent or a security for Taxes being contested in good faith, (iv) Liens other than in favor of the PBGC, created by or resulting from any legal proceedings (including legal proceedings instituted by the Borrower or any Subsidiary) which are being contested in good faith by appropriate proceedings,

including appeals of judgments as to which a stay of execution shall have been issued, and adequate reserves shall have been established, (v) Liens created by the Borrower to secure Guarantees by the Borrower of Indebtedness, the interest on which is excludable from the gross income of the recipient thereof for Federal income tax purposes as provided in Section 103(a) of the Internal Revenue Code or Section 103(a) of the Internal Revenue Code of 1954, as amended, (x) of a Member which is a state or political subdivision thereof or (y) of a state or political subdivision thereof incurred to benefit a Member for one of the purposes provided in Section 142(a)(2), (4), (5), (6), (8), (9), (10) or (12) of the Internal Revenue Code or Section 103(b)(4)(D), (E), (F), (G), (H) or (J) of the Internal Revenue Code of 1954, as amended, (vi) Liens granted by any Subsidiary to the Borrower, (vii) REDLG Program Liens securing REDLG Obligations with respect to government Guarantees of Indebtedness of the Borrower, (viii) Farmer Mac Master Note Purchase Agreement Liens securing Farmer Mac Master Note Purchase Agreement Obligations *provided* that the Borrower cannot grant liens on such assets to the extent that the aggregate value of such assets on which Liens are granted is greater than 150% of the Farmer Mac Master Note Purchase Agreement Limit and (ix) Liens on any such Indebtedness granted by the Borrower to secure any borrowings, which borrowings are on terms (except as to terms of interest, premium, if any, and amortization) not materially more disadvantageous to the Borrower's unsecured creditors than the borrowings under any Indenture (it being understood that the Borrower cannot pledge such assets to an extent that the aggregate value is greater than 150% of the aggregate principal amount of such Indebtedness); *provided* that Liens incurred in reliance on clauses (ii), (vii), (viii) and (ix) of this Section 5.10 shall not secure amounts exceeding, in the aggregate, the Lien Exception Amount at any one time outstanding.

Section 5.11. *Maintenance of Insurance.* The Borrower will maintain, and will cause each Subsidiary to maintain, insurance in such amounts, on such forms and with such companies as is necessary or appropriate for its business.

Section 5.12. *Subsidiaries and Joint Ventures.* The Borrower will not permit (a) the sum of (i) the amount of Indebtedness owing to the Borrower by all of its Subsidiaries and Joint Ventures *plus* (ii) the amount paid by the Borrower in respect of the stock, obligations or securities of or any other interest in such Subsidiaries and Joint Ventures *plus* (iii) any capital contributions by the Borrower to such Subsidiaries and Joint Ventures (the amounts referred to in paragraphs (i) through (iii), the "**Investments**") *plus* (iv) the amount of assets (excluding Foreclosed Assets) otherwise sold or transferred by the Borrower to such Subsidiaries and Joint Ventures (other than sales at fair market value) *minus* (v) any Start-up Investments *minus* (vi) any Investment made in cash by the Borrower in any Special Purpose Subsidiary (up to a maximum amount not to exceed the lesser of (x) the amount necessary to provide such Special Purpose Subsidiary with sufficient working capital to conduct its business as contemplated hereby and (y) \$150,000,000) to exceed at any time (b) 10% of the sum of (i) all accounts which, in accordance with U.S. GAAP, constitute equity in the Borrower and its Consolidated Entities at such time *plus* (ii) all Indebtedness of the

Borrower shown on its balance sheet dated as of May 31, 2015 as Members' Subordinated Certificates as such Indebtedness shall be reduced from time to time and any other Indebtedness of the Borrower incurred after May 31, 2015 having substantially similar provisions as to subordination as those contained in said outstanding certificates as such other Indebtedness shall be reduced from time to time, in each case at such time *plus* (iii) all Qualified Subordinated Indebtedness outstanding at such time; *provided* that non-cash adjustments (whether positive or negative) required to be made pursuant to ASC 815 and ASC 830 shall be excluded from the calculation of the amounts specified in clauses (b)(i), (b)(ii), and (b)(iii) of this Section 5.12 to the extent otherwise included therein; *provided, further,* that, in addition to the foregoing, the Borrower may transfer assets with an aggregate fair market value of not more than \$150,000,000 to a bankruptcy remote trust required to be established to support REDLG Obligations of the Borrower, and any such transfer shall be excluded from any calculation under clauses (a) and (b) above to the extent otherwise included therein. For the purpose of this Section 5.12, "**Foreclosed Asset**" means (x) any property distributed to the Borrower with the authority of any Bankruptcy Court in connection with the bankruptcy of any of the Borrower's debtors and (y) property received by the Borrower upon enforcement by the Borrower of its security interest (if any) in such property or in settlement of delinquent accounts or other overdue amounts owed to it by any of the Borrower's debtors; "**Special Purpose Subsidiary**" means any domestic Subsidiary all of the shares of capital stock or other ownership interest of which are directly or indirectly owned by the Borrower, which Subsidiary is established for the sole purpose of, and whose sole business shall at all times be, holding Foreclosed Assets; and "**Start-up Investments**" means Investments made in a Special Purpose Subsidiary solely to finance such Special Purpose Subsidiary's initial acquisition of Foreclosed Assets.

Section 5.13. *Minimum TIER.* The Borrower shall not permit, as of the last day of each fiscal quarter, the average of the TIERS for the six (6) immediately preceding fiscal quarters (including the fiscal quarter ending on such date) of the Borrower to be less than 1.025:1.00.

Section 5.14. *Retirement of Patronage Capital.* The Borrower shall not make, or permit any Subsidiaries of the Borrower to make, any payments to Members in respect of Patronage Capital Certificates unless (i) the TIER for the immediately preceding fiscal year for which financial statements have been delivered to the Administrative Agent pursuant to Section 5.03(b) equals or exceeds 1.05:1.00 and (ii) there exists (and would exist after giving effect to any such payment) no Default or Event of Default under this Agreement.

Section 5.15. *Use of Proceeds.* The proceeds of the Loans or L/C Credit Extensions made hereunder may be used by the Borrower for general corporate purposes. None of such proceeds will be used, directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of buying or carrying any "margin stock", within the meaning of Regulation U. Neither the Borrower nor any of its Subsidiaries has taken or will take any action which might cause this

Agreement or the Notes to violate Regulation U or Regulation X. The Borrower has implemented and maintains in effect policies and procedures designed to cause compliance by the Borrower and its Subsidiaries and, when conducting business on behalf of the Borrower or its Subsidiaries, their respective directors, officers and employees with Anti-Corruption Laws and applicable Sanctions, and the Borrower, its Subsidiaries and, to the knowledge of the Borrower, their respective officers, employees and directors, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Borrower, any Subsidiary or to the knowledge of the Borrower or such Subsidiary any of their respective directors, officers or employees, or (b) to the knowledge of the Borrower, any agent of the Borrower or any Subsidiary that will act in any capacity in connection with or directly benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws or applicable Sanctions.

Section 5.16. *Compliance with Laws.* The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and, when conducting business on behalf of the Borrower or its Subsidiaries, their respective directors, officers and employees with Anti-Corruption Laws and applicable Sanctions.

ARTICLE 6 Defaults

Section 6.01. *Events of Default.* If one or more of the following events (each an “**Event of Default**”) shall have occurred and be continuing:

- (a) *Principal and Interest.* The Borrower shall (i) fail to pay when due (whether upon stated maturity, by acceleration or otherwise) any principal of any Loan or any L/C Obligation or (ii) fail, and such failure shall continue uncured for five or more Domestic Business Days, to pay when due (whether upon stated maturity, by acceleration or otherwise) any interest on any Loan or any L/C Obligation;
- (b) *Other Amounts.* The Borrower shall fail to pay when due any fee or other amount payable under this Agreement (including pursuant to Section 2.09(b)) and such failure remains uncured for ten (10) or more Domestic Business Days after the due date thereof;
- (c) *Covenants Without Notice.* The Borrower shall fail to observe or perform any covenant or agreement on its part to be observed or performed which is set forth in Section 5.01 (only with respect to the Borrower’s corporate existence), Section 5.02, Section 5.09, Section 5.10, Section 5.12, Section 5.13, Section 5.14 or Section 5.15;

(d) *Covenants With 10 Days Grace.* The Borrower shall fail to observe or perform any covenant or agreement on its part to be observed or performed, which is set forth in the last sentence of Section 5.04, or in Section 5.05(ii) and such non-observance or non-performance shall continue unremedied for a period of more than 10 days;

(e) *Other Covenants.* The Borrower shall fail to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsections (a), (b), (c), and (d) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given by any Bank Party to the Borrower and the other Bank Parties; *provided* that, if the failure be such that it cannot be corrected within the applicable period, but can be corrected within a reasonable period of time thereafter, it shall not constitute a Default if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the failure is corrected, but any such failure that is not so corrected within 60 days after such applicable period shall constitute a Default;

(f) *Representations.* Any representation, warranty, certification or statement made or deemed to be made by the Borrower in this Agreement or in any certificate, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect in any material respect when made or deemed to be made;

(g) *Non-Payments of Indebtedness and/or Derivatives Obligations.* The Borrower or any Subsidiary of the Borrower shall fail to make any payment or payments aggregating for the Borrower and its Subsidiaries in excess of \$50,000,000 in respect of Indebtedness and/or Derivatives Obligations of the Borrower or any Subsidiary (other than the Loans or any Indebtedness under this Agreement) when due (whether upon stated maturity, by acceleration or otherwise) or within any applicable grace period;

(h) *Defaults Under Other Agreements.* The Borrower or any Subsidiary shall fail to observe or perform within any applicable grace period any covenant or agreement contained in any agreement or instrument relating to any Indebtedness of the Borrower or any Subsidiary, aggregating for the Borrower and its Subsidiaries in excess of \$50,000,000 if the effect of such failure is to accelerate, or to permit the holder of such Indebtedness or any other Person to accelerate, the maturity of such Indebtedness;

(i) *Bankruptcy.* Any proceeding shall be instituted by or against the Borrower or any Subsidiary seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, conservation or proceeding in the nature thereof, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors, or seeking the entry of an order for relief or the appointment of a receiver (including state regulatory authorities

acting in a similar capacity), trustee, custodian or other similar official for it or for any substantial part of its property, and, in the case of any such proceeding instituted against it (but not instituted by it) shall remain undismissed or unstayed for a period of 60 days; or the Borrower or any Subsidiary shall take any action to authorize any of the actions set forth above in this subsection (i);

(j) *ERISA.* A Plan shall fail to maintain the minimum funding standard required by Section 412 of the Internal Revenue Code for any plan year or a waiver of such standard is sought or granted under Section 412(d) of the Internal Revenue Code, or a Plan is, shall have been or is likely to be terminated or the subject of termination proceedings under Section 4042 of ERISA, or the Borrower or a Subsidiary of the Borrower or any member of the ERISA Group has incurred or is likely to incur a liability to or on account of a Plan under Section 4062, 4063, 4064, 4201 or 4204 of ERISA, and there shall result from any such event or events either a liability or a material risk of incurring a liability to the PBGC or a Plan, which in the opinion of the Required Banks, will have a material adverse effect upon the business, results of operations or financial position of the Borrower; or

(k) *Money Judgment.* A final judgment or order for the payment of money in excess of \$50,000,000 shall be rendered against the Borrower or any Subsidiary and such judgment or order shall continue unsatisfied and in effect for a period of 45 days during which execution shall not be effectively stayed or deferred (whether by action of a court, by agreement or otherwise); *provided, however,* that any such judgment or order shall not give rise to an Event of Default under this paragraph (k) if and for so long as (i) the amount of such judgment or order is covered by a valid and binding policy of insurance and (ii) within 90 days of the rendering of such judgment or order the insurer thereunder has affirmed liability;

(l) *Insolvency.* The Borrower or any Subsidiary shall generally not pay its debts as they become due, or shall admit in writing its inability to pay its debts generally or shall make a general assignment for the benefit of creditors;

then, and in any such event, and at any time thereafter, if any Event of Default shall then be continuing, the Administrative Agent, upon the request of the Required Banks, shall by notice to the Borrower, take any or all of the following actions, without prejudice to the rights of the Administrative Agent, any Bank or the holder of any Note to enforce its claims against the Borrower: (a) declare the Commitments terminated, whereupon the Commitment of each Bank shall forthwith terminate immediately and any fee payable pursuant to Section 2.09 shall forthwith become due and payable without any other notice of any kind; and/or (b) declare the principal of and accrued interest on the Loans, and all other obligations owing hereunder, to be, whereupon the same shall become, forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; *provided* that, if an Event of Default specified in subsection (i) shall occur, the result which would occur upon the giving of written notice by the Administrative Agent to the Borrower, as

specified in clauses (a) and (b) above, shall occur automatically without the giving of any such notice.

Section 6.02. *Actions In Respect Of Letters Of Credit Upon Default.* If any Event of Default shall have occurred and be continuing, the Administrative Agent may, or shall at the request of the Required Banks, irrespective of whether it is taking any of the actions described in Section 6.01 or otherwise, subject to Section 2.20(e) and after giving effect to Section 2.19(a)(iv) and any Cash Collateral provided by the Defaulting Bank, make demand upon the Borrower to, and forthwith upon demand the Borrower will, Cash Collateralize, for deposit in the Cash Collateral Account, an amount equal to the Outstanding Amount of all L/C Obligations. Subject to Section 2.19(a)(iv) and 2.20(e), if at any time the Administrative Agent determines that any Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent and the Bank Parties or that the Cash Collateral is less than the Outstanding Amount of all L/C Obligations, the Borrower, and to the extent provided by any Bank, such Bank will, forthwith upon demand by the Administrative Agent, pay to the Administrative Agent additional Cash Collateral to be deposited and held in the Cash Collateral Account, in an amount equal to the excess of (a) such aggregate Outstanding Amount of all L/C Obligations over (b) the total amount of Cash Collateral that the Administrative Agent determines to be free and clear of any such right and claim.

Section 6.03. *Notice of Default.* The Administrative Agent shall give notice to the Borrower under Section 6.01(e) promptly upon being requested to do so by any Bank Party and shall thereupon notify all the Bank Parties thereof.

ARTICLE 7 The Administrative Agent

Section 7.01. *Appointment and Authorization.* Each Bank Party irrevocably appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement and the Notes as are delegated to the Administrative Agent by the terms hereof or thereof, together with all such powers as are reasonably incidental thereto.

Section 7.02. *Administrative Agent and Affiliates.* JPMorgan Chase Bank, N.A. shall have the same rights and powers under this Agreement as any other Bank Party and may exercise or refrain from exercising the same as though it were not the Administrative Agent, and JPMorgan Chase Bank, N.A. and its affiliates may accept deposits from, lend money to, and generally engage in any kind of business with the Borrower or any Subsidiary or affiliate of the Borrower as if it were not the Administrative Agent hereunder.

Section 7.03. *Action by Administrative Agent.* The obligations of the Administrative Agent hereunder are only those expressly set forth herein. Without limiting the generality of the foregoing, the Administrative Agent shall

not be required to take any action with respect to any Default, except as expressly provided in Article 6.

Section 7.04. *Consultation with Experts.* The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the advice of such counsel, accountants or experts.

Section 7.05. *Liability of Administrative Agent.* Neither the Administrative Agent nor any of its affiliates nor any of their respective directors, officers, agents, or employees shall be liable for any action taken or not taken by it in connection herewith (i) with the consent or at the request of the Required Banks or (ii) in the absence of its own gross negligence or willful misconduct. Neither the Administrative Agent nor any of its affiliates nor any of their respective directors, officers, agents or employees shall be responsible for or have any duty to ascertain, inquire into or verify (i) any statement, warranty or representation made in connection with this Agreement or any borrowing hereunder; (ii) the performance or observance of any of the covenants or agreements of the Borrower; (iii) the satisfaction of any condition specified in Article 3, except receipt of items required to be delivered to the Administrative Agent; or (iv) the validity, effectiveness or genuineness of this Agreement, the Notes or any other instrument or writing furnished in connection herewith. The Administrative Agent shall not incur any liability by acting in reliance upon any notice, consent, certificate, statement, or other writing (which may be a bank wire, facsimile transmission or similar electronic submission) reasonably believed by it to be genuine or to be signed by the proper party or parties.

Section 7.06. *Indemnification.* Each Bank shall, ratably in accordance with the sum of (i) its unused Commitment, (ii) its Pro Rata Share of all L/C Obligations outstanding and (iii) any Loans outstanding of such Bank, indemnify the Administrative Agent, its affiliates and their respective directors, officers, agents and employees (to the extent not reimbursed by the Borrower) against any cost, expense (including counsel fees and disbursements), claim, demand, loss, damages or liability (except such as result from such indemnitee's gross negligence or willful misconduct as determined by a final, non-appealable judgment of a court of competent jurisdiction) that such indemnitees may suffer or incur in connection with the Existing Credit Agreement or this Agreement, as the case may be, or any action taken or omitted by such indemnitees hereunder. Each Bank severally agrees to indemnify each Issuing Bank (to the extent not promptly reimbursed by the Borrower and without limiting its obligation to do so in accordance with the Existing Credit Agreement or this Agreement) from and against such Bank's Pro Rata Share of any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against such Issuing Bank in its capacity as such in any way relating to or arising out of the Existing Credit Agreement or this Agreement, the Notes or the Issuer

Documents, or any action taken or omitted by such Issuing Bank under the Existing Credit Agreement or this Agreement, the Notes or the Issuer Documents (including the issuance or transfer of, or payment or failure to pay under, any Letter of Credit); provided that no Bank shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting directly and primarily from such Issuing Bank's gross negligence or willful misconduct as found in a final, non-appealable judgment by a court of competent jurisdiction. Without limitation of the foregoing, each Bank agrees to reimburse such Issuing Bank promptly upon demand for its Pro Rata Share of any costs and expenses (including, without limitation, reasonable fees and expenses of counsel) payable by the Borrower under Section 9.03, to the extent that such Issuing Bank is not promptly reimbursed for such costs and expenses by the Borrower in accordance with the Existing Credit Agreement or this Agreement.

Section 7.07. *Credit Decision.* Each Bank Party acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Bank Party, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Bank Party also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Bank Party, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking any action under this Agreement.

Section 7.08. *Successor Administrative Agent.* The Administrative Agent may, upon giving 5 Domestic Business Days prior written notice to the Borrower, and for so long as long as no Event of Default has occurred and is continuing, at the request of the Borrower, shall, resign at any time by giving written notice thereof to the Banks and the Borrower. Upon any such resignation, the Borrower shall have the right, with the consent of the Required Banks, such consent not to be unreasonably withheld, conditioned or delayed, to appoint a successor Administrative Agent. If no successor Administrative Agent shall have been so appointed by the Borrower, and shall have accepted such appointment, within 15 days after the retiring Administrative Agent gives notice of resignation, then the retiring Administrative Agent may, on behalf of the Bank Parties, appoint a successor Administrative Agent, which shall be a commercial bank organized or licensed under the laws of the United States of America or of any State thereof and having a combined capital and surplus of at least \$1,000,000,000. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. After any retiring Administrative Agent's resignation hereunder as Administrative Agent, the provisions of this Article shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent.

Section 7.09. *Co-Documentation Agents, Syndication Agent and Co-Lead Arrangers Not Liable.* Nothing in this Agreement shall impose upon the Co-Documentation Agents, the Syndication Agent, or the Co-Lead Arrangers, each in such capacity, any duties or responsibilities whatsoever.

Section 7.10. *Calculations.* The Administrative Agent shall not be liable for any calculation, apportionment or distribution of payments made by it in good faith. If such calculation, apportionment or distribution is subsequently determined to have been made in error, the sole recourse of any Bank to whom payment was due but not made shall be to recover from the other Banks any payment in excess of the amount to which they are determined to be entitled or, if the amount due was not paid by the Borrower, to recover such amount from the Borrower.

Section 7.11. *Erroneous Payments.*

(a) If the Administrative Agent notifies a Bank, Issuing Bank, or any Person who has received funds on behalf of a Bank or Issuing Bank, such Bank or Issuing Bank (any such Bank, Issuing Bank or other recipient, a “**Payment Recipient**”) that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Payment Recipient) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an “**Erroneous Payment**”) and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and such Payment Recipient shall promptly, but in no event later than two Business Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Payment Recipient hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by

the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such Payment Recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each case:

(i) (A) in the case of immediately preceding clauses (x) or (y), an error shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Payment Recipient shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of such error) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 7.11(b).

(c) Each Payment Recipient hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Payment Recipient under any Credit Document, or otherwise payable or distributable by the Administrative Agent to such Payment Recipient from any source, against any amount due to the Administrative Agent under immediately preceding clause (a) or under the indemnification provisions of this Agreement. In addition, each party hereto agrees that, irrespective of whether the Administrative Agent may be equitably subrogated, the Administrative Agent shall be contractually subrogated to all the rights and interests of the applicable Payment Recipient under this Agreement with respect to each Erroneous Payment (or portion thereof that is not returned to the Administrative Agent as provided herein) (the “**Erroneous Payment Subrogation Rights**”).

(d) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower.

(e) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower for the purpose of making a payment or prepayment of the Obligations.

(f) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the

Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on “discharge for value” or any similar doctrine.

(g) Each party’s obligations, agreements and waivers under this Section 7.11 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Bank or Issuing Bank, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under this Agreement.

ARTICLE 8 Change in Circumstances

Section 8.01. *[Reserved]*.

Section 8.02. *Illegality*. If any Bank determines that any Change in Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Bank or its Applicable Lending Office to make, maintain or fund Loans whose interest is determined by reference to SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or to determine or charge interest based upon SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, then, upon notice thereof by such Bank to the Borrower (through the Administrative Agent) (an “**Illegality Notice**”), (a) any obligation of the Banks to make Term Benchmark Loans, and any right of the Borrower to continue Term Benchmark Loans or to convert Base Rate Loans to Term Benchmark Loans, shall be suspended, and (b) the interest rate on which Base Rate Loans shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to clause (c) of the definition of “Alternate Base Rate”, in each case until each affected Bank notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of an Illegality Notice, the Borrower shall, if necessary to avoid such illegality, upon demand from any Bank (with a copy to the Administrative Agent), prepay or, if applicable, convert all Term Benchmark Loans to Base Rate Loans (the interest rate on which Base Rate Loans shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to clause (c) of the definition of “Alternate Base Rate”), on the last day of the Interest Period therefor, if all affected Lenders may lawfully continue to maintain such Term Benchmark Loans to such day, or immediately, if any Bank may not lawfully continue to maintain such Term Benchmark Loans to such day. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to this Agreement.

Section 8.03. *Increased Cost and Reduced Return*. (a) If on or after the Effective Date, in the case of any Committed Loan or L/C Credit Extension or

any obligation to make or participate in Committed Loans or L/C Credit Extensions, any Change in Law shall:

(i) impose on any Bank Party any other condition, cost or expense affecting this Agreement or Fixed Rate Loans made by such Bank Party or participation therein; or

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes and (B) Taxes described in clauses (c) and (d) of Excluded Taxes and (C) Other Connection Taxes on gross or net income, profits or revenue (including value-added or similar Taxes)) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

(iii) impose, modify or deem applicable any reserve (including, without limitation, any such requirement imposed by the Board of Governors of the Federal Reserve System), special deposit, insurance assessment or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Bank Party (or its Applicable Lending Office) or shall impose on any Bank Party (or its Applicable Lending Office) or the London interbank market any other condition affecting its Fixed Rate Loans, its Notes or its obligation to make Fixed Rate Loans or make or participate in L/C Credit Extensions; and the result of any of the foregoing is to increase the cost to such Bank Party (or its Applicable Lending Office) of making or maintaining any Fixed Rate Loan or any L/C Credit Extension (or participation therein), or to reduce the amount of any sum received or receivable by such Bank Party (or its Applicable Lending Office) under this Agreement or under its Note with respect thereto, by an amount deemed by such Bank Party to be material,

then, within 15 days following the Borrower's receipt of the certificate referenced in clause (c) by such Bank Party or such other Recipient (with a copy to the Administrative Agent), (i) the Borrower shall pay to such Bank Party such additional amount or amounts as will compensate such Bank Party or such other Recipient for such increased cost or reduction suffered (including any amount or amounts equal to any taxes on the overall net income of such Bank Party or such other Recipient payable by such Bank Party or such other Recipient with respect to the amount of payments required to be made pursuant to this Section 8.03(a)) as reasonably determined by such Bank Party (which determination shall be made in good faith (and not on an arbitrary or capricious basis) and only if such additional amount or amounts are passed on in a similar manner by such Bank Party to similarly situated borrowers (which are parties to credit or loan documentation containing a provision similar to this Section 8.03(a), as determined by such Bank Party in its reasonable discretion, or (ii) convert such Bank Party's Loans so affected by such Change in Law to Base Rate Loans and pay any related breakage costs pursuant to Section 2.14 and any accrued increased costs pursuant to this Section 8.03).

(b) If a Bank Party, other than a Defaulting Bank, determines that any Change in Law, will have the effect of increasing the amount of capital or liquidity required or expected to be maintained by such Bank Party based on the existence of such Bank Party's Commitment hereunder or its obligations hereunder, it will notify the Borrower. This determination will be made on a Bank Party-by-Bank Party basis. The Borrower shall (i) within 15 days following the Borrower's receipt of the certificate referenced in clause (c) pay to each Bank Party on demand such additional amounts as are necessary to compensate for the increased cost to such Bank Party as a result of any Change in Law or (ii) convert such Bank Party's Loans so affected by such Change in Law to a Base Rate Loan and pay any related breakage costs pursuant to Section 2.14 and any accrued increased costs pursuant to this Section 8.03. In determining such amount, such Bank Party will act reasonably and in good faith (and not on an arbitrary or capricious basis) and will use averaging and attribution methods which are reasonable, and such Bank Party will pass such costs on to the Borrower only if such costs are passed on in a similar manner by such Bank Party to similarly situated borrowers (which are parties to credit or loan documentation containing a provision similar to this Section 8.03(b)), as determined by such Bank Party in its reasonable discretion. Each Bank Party's determination of compensation shall be conclusive if made in accordance with this provision. Each Bank Party, upon determining that any increased costs will be payable pursuant to this Section 8.03(b), will give prompt written notice thereof to the Borrower, which notice shall show the basis for calculation of such increased costs, although the failure to give any such notice shall not release or diminish any of the Borrower's obligations to pay increased costs pursuant to this Section 8.03(b).

(c) Each Bank Party will promptly notify the Borrower and the Administrative Agent of any event of which it has knowledge, occurring after the date hereof, which will entitle such Bank Party to compensation pursuant to this Section and will designate a different Applicable Lending Office if such designation will avoid the need for, or reduce the amount of, such compensation and will not, in the judgment of such Bank Party, be otherwise disadvantageous to such Bank Party. The Borrower hereby agrees to pay the reasonable costs and expenses incurred by such Bank Party in connection with any such designation. A Bank Party claiming compensation under this Section shall furnish a certificate to the Borrower setting forth the additional amount or amounts to be paid to it hereunder, which shall be conclusive in the absence of manifest error. In determining such amount, such Bank Party may use any reasonable averaging and attribution methods.

(d) Failure or delay on the part of any Bank Party to demand compensation pursuant to this Section 8.03 shall not constitute a waiver of such Bank Party's right to demand such compensation; *provided* that the Borrower shall not be required to compensate any Bank Party pursuant to this Section 8.03 for any increased costs or reductions incurred more than six months prior to the date that such Bank Party notifies the Borrower and the Administrative Agent of the Change in Law giving rise to such increased costs or reductions and of such Bank

Party's intention to claim compensation therefor; *provided, further*, that, if the Change in Law giving rise to such increased costs or reductions are retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof.

Section 8.04. *Base Rate Loans Substituted for Affected Term Benchmark Loans.* If any Bank has demanded compensation under Section 8.03(a) with respect to its Fixed Rate Loans or its obligation to make Fixed Rate Loans, and the Borrower shall, by at least five Domestic Business Days' prior notice to such Bank through the Administrative Agent, have elected that the provisions of this Section shall apply to such Bank, then, unless and until such Bank notifies the Borrower that the circumstances giving rise to such demand for compensation no longer apply:

- (a) all Loans which would otherwise be made by such Bank as Term Benchmark Loans shall be made instead as Base Rate Loans (on which interest and principal shall be payable contemporaneously with the related Term Benchmark Loans of the other Banks), and
- (b) after each of its Term Benchmark Loans has been repaid, all payments of principal which would otherwise be applied to repay such Term Benchmark Loans shall be applied to repay its Base Rate Loans instead.

ARTICLE 9 Miscellaneous

Section 9.01. *Notices.* (a) All notices, requests, directions, consents, approvals and other communications to any party hereunder shall be in writing (including bank wire, facsimile transmission or other electronic submission or similar writing) and shall be given to such party (subject to subparagraph (b) below): (w) in the case of the Borrower:

National Rural Utilities Cooperative Finance Corporation
20701 Cooperative Way
Dulles, Virginia 20166
Attn: Capital Markets Relations
Phone: (703) 467-1628
Fax: (703) 467-5178
Email: BankingRelations@nrucfc.coop

with a copy to:

National Rural Utilities Cooperative Finance Corporation
20701 Cooperative Way
Dulles, Virginia 20166
Attn: General Counsel
Phone: (703) 467-1782
Fax: (703) 467-5651
Email: Nathan.Howard@nrucfc.coop

(c) in the case of the Administrative Agent:

JPMorgan Chase Bank, N.A.
500 Stanton Christiana Road, NCC5, Floor 1
Newark, Delaware 19713
Attn: Eureka Young
E-mail: eureka.young@jpmchase.com
Telephone: 302-634-5378

with a copy to:

JPMorgan Chase Bank, N.A.
8181 Communications Pkwy Bldg B, Floor 06
Plano, Texas 75024-0239
Attn: Nancy R. Barwig
E-mail: nancy.r.barwig@jpmorgan.com
Telephone: 972-324-1721

(d) in the case of any Bank, at its address, email address or telecopier number set forth in its Administrative Questionnaire or (z) in the case of any other party, such other address, email address or telecopier number as such party may hereafter specify for the purpose by notice to the Administrative Agent and the Borrower. Each such notice, request, direction, consent, approval or other communication shall be effective (i) if given by facsimile transmission or other electronic submission, when such facsimile transmission or other electronic submission is transmitted to the facsimile number or email address specified in this Section and receipt is confirmed or (ii) if given by any other means, when delivered or received at the address specified in this Section; *provided* that (A) notices to the Administrative Agent under Article 2 or Article 8 shall also be confirmed by telephone call and shall not be effective until received and (B) any communications deemed received hereunder must have been received during the recipient's normal business hours; *provided, however*, that any communication that is not received during the recipient's normal business hours on a particular Domestic Business Day, shall be deemed to be received on the immediately following Domestic Business Day.

(e) Notices and other communications to the Bank Parties hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices pursuant to Article 2 or Article 8 unless otherwise agreed by the Administrative Agent and the applicable Bank Party. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications.

(f) The address, telephone number or facsimile number for any party hereto may be changed at any time and from time to time upon written notice given by such changing party to each other party hereto. Any change in the information provided in any Beneficial Ownership Certification by the Borrower that would result in a change to the list of beneficial owners identified in parts (c) or (d) of such certification shall be provided upon written notice given by the Borrower to the Administrative Agent.

Section 9.02. *No Waivers.* No failure or delay by the Administrative Agent or any Bank in exercising any right, power or privilege hereunder or under any Note shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 9.03. *Expenses; Documentary Taxes; Indemnification.* (a) The Borrower shall pay (i) all documented reasonable out-of-pocket expenses of the Administrative Agent, including reasonable fees and disbursements of special counsel for the Administrative Agent, in connection with the preparation of this Agreement, any waiver or consent hereunder or any amendment hereof or any Default or alleged Default hereunder and (ii) if an Event of Default occurs, all documented reasonable out-of-pocket expenses incurred by the Administrative Agent or any Bank, including reasonable fees and disbursements incurred by counsel or in-house counsel, in connection with such Event of Default and collection, bankruptcy, insolvency and other enforcement proceedings resulting therefrom. The Borrower shall indemnify each Bank Party against any transfer Taxes, documentary Taxes, assessments or charges made by any Governmental Authority by reason of the execution and delivery of this Agreement or the Notes and any and all liabilities with respect to or resulting from any delay or omission (unless solely attributable to such Bank) to pay such Taxes. This Section 9.03(a) shall not apply with respect to Taxes other than any Taxes that represent losses or damages arising from any non-Tax claim.

(b) The Borrower agrees to indemnify each Bank Party, their respective affiliates and the respective directors, officers and employees of the foregoing (each an “**Indemnitee**”) and hold each Indemnitee harmless from and against any and all liabilities, losses, damages, costs, claims, demands and expenses of any kind, including, without limitation, the reasonable fees and disbursements of counsel, which may be incurred by any Indemnitee (or by the Administrative Agent in connection with its actions as Administrative Agent hereunder) in connection with any investigative, administrative or judicial proceeding (whether or not such Indemnitee shall be designated a party thereto) relating to or arising out of this Agreement or any actual or proposed use of proceeds of Loans hereunder; *provided* that no Indemnitee shall have the right to be indemnified hereunder for its own gross negligence, willful misconduct or unlawful conduct as determined by a final, non-appealable judgment of a court of competent jurisdiction.

Section 9.04. *Sharing of Set-offs.* Each Bank agrees that if it shall, by exercising any right of set-off or counterclaim or otherwise, receive payment of a proportion of the aggregate amount of principal and interest then due with respect to any Loans made by it which is greater than the proportion received by any other Bank in respect of the aggregate amount of principal and interest due with respect to any Loans made by such other Bank, the Bank receiving such proportionately greater payment shall purchase such participations in the Loans held by the other Banks, and such other adjustments shall be made, as may be required so that all such payments of principal and interest with respect to the Loans held by the Banks shall be shared by the Banks *pro rata*; *provided* that nothing in this Section shall impair the right of any Bank to exercise any right of set-off or counterclaim it may have and to apply the amount subject to such exercise to the payment of indebtedness of the Borrower other than its indebtedness under the Loans. The Borrower agrees, to the fullest extent it may effectively do so under applicable law, that any holder of a participation in a Loan, whether or not acquired pursuant to the foregoing arrangements, may exercise rights of set-off or counterclaim and other rights with respect to such participation as fully as if such holder of a participation were a direct creditor of the Borrower in the amount of such participation.

Section 9.05. *Amendments and Waivers.* Except as provided by Section 2.17 or Section 2.19(a)(iii), any provision of this Agreement or the Notes may be amended or waived if such amendment or waiver is in writing and is signed by the Borrower and either (a) the Required Banks (and, if the rights or duties of the Administrative Agent are affected thereby, by the Administrative Agent) or (b) the Administrative Agent if, but only if, the Administrative Agent has received the prior written consent of the Required Banks; *provided* that, no such amendment or waiver shall (i) increase the Commitment of any Bank or subject any Bank to any additional obligation without the written consent of such Bank, (ii) reduce the principal of or rate of interest on any Loan or any fees hereunder without the written consent of each Bank directly affected thereby, (iii) postpone the date fixed for any payment of principal of or interest on any Loan or any fees hereunder without the written consent of each Bank directly affected thereby, (iv) change the aggregate unpaid principal amount of the Notes without the written consent of each Bank directly affected thereby, (v) change any provision which requires the pro rata sharing of payments among the Banks hereunder without the written consent of each Bank directly affected thereby, (vi) change clauses (i) through (vi) of this *proviso* to this Section 9.05 or the definition of “Required Banks” (other than the percentage indicated therein, which, for the avoidance of doubt, is subject to clause (vii) below) without the written consent of each Bank (including, notwithstanding Section 2.19(a)(iii), any Defaulting Bank) or (vii) modify or change (x) the percentage indicated in the definition of “Required Banks” or (y) subject to clause (vi) above, any other provision hereof specifying the number or percentage of Banks required to waive, amend or modify any rights hereunder, make any determination or grant any consent hereunder or take any other action under any provision of this Agreement, without the written consent of each Bank (excluding, for the avoidance of doubt, any Defaulting Bank to the

extent of its unfunded Commitment). For the avoidance of doubt, no consent or any other action will be required of any Bank (other than the Defaulting Bank and the Administrative Agent to the extent required by Section 2.18) for any assignment of any Loans or termination of any Commitments pursuant to Section 2.18.

Whenever a waiver, amendment or modification requires the consent of a Bank “affected” or “directly affected” thereby, such waiver, amendment or modification shall, upon consent of such Bank, become effective as to such Bank whether or not it becomes effective as to any other Bank, so long as the Required Banks consent to such waiver, amendment or modification as provided above.

If the Required Banks shall have approved any amendment which requires the consent of all of the Banks, the Borrower shall be permitted to replace any non-consenting Bank with a replacement institution; *provided* that (i) the replacement institution shall purchase at par all Loans and other amounts owing to such replaced Bank on or prior to the date of replacement, (ii) the Borrower shall be liable to such replaced Bank under Section 2.13 if any Term Benchmark Loan owing to such replaced Bank shall be purchased other than on the last day of the Interest Period relating thereto (as if such purchase constituted a prepayment of such Loans), (iii) such replacement institution, if not already a Bank, shall be reasonably satisfactory to the Administrative Agent, (iv) the replaced Bank shall be obligated to make such replacement in accordance with the provisions of Section 9.06(c) and (v) any such replacement shall not be deemed to be a waiver of any rights the Borrower, Administrative Agent or any Bank shall have against the replaced Bank.

Section 9.06. *Successors and Assigns.* (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Borrower may not assign or otherwise transfer any of its rights under this Agreement without the prior written consent of all Banks.

(a) Any Bank may at any time grant to one or more affiliates of such Bank, banks or other institutions (each a “**Participant**”) participating interests in its Commitment or any or all of its Loans or L/C Obligations. In the event of any such grant by a Bank of a participating interest to a Participant, whether or not upon notice to the Borrower and the Administrative Agent, such Bank shall remain responsible for the performance of its obligations hereunder, and the Borrower and the Administrative Agent shall continue to deal solely and directly with such Bank in connection with such Bank’s rights and obligations under this Agreement. Any agreement pursuant to which any Bank may grant such a participating interest shall provide that such Bank shall retain the sole right and responsibility to enforce the obligations of the Borrower hereunder including, without limitation, the right to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such participation agreement may provide that such Bank will not agree to any modification, amendment or waiver

of this Agreement described in clauses (i), (ii) or (iii) of Section 9.05 that directly affects such Participant without the consent of such Participant. Subject to the provisions of subsection (e), the Borrower agrees that each Participant shall, to the extent provided in its participation agreement, be entitled to the benefits, and be bound by the obligations, of Article 8 and Section 2.16 (subject to the requirements and limitations therein, including the requirements under Section 2.16(f) (it being understood that the documentation required under Section 2.16(f) shall be delivered to the participating Bank)) with respect to its participating interest; provided that such Participant (A) agrees to be subject to the provisions of Section 2.18, Section 2.19 and Section 9.04, as if it were an assignee under paragraph (b) of this Section; and (B) shall not be entitled to receive any greater payment under Sections 2.15 or 2.17, with respect to any participation, than its participating Bank would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. An assignment or other transfer which is not permitted by subsection (c) or (d) below shall be given effect for purposes of this Agreement only to the extent of a participating interest granted in accordance with this subsection (b). Each Bank that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "**Participant Register**"); provided that no Bank shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under any this Agreement or the Notes) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Bank shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(b) Any Bank may at any time assign to one or more banks or other institutions other than a Defaulting Bank or a bank or other institution that is subject to Sanctions (each an "**Assignee**") all, or a proportionate part (but not in any case in an amount less than \$5,000,000, unless (x) such Assignee is another Bank or an affiliate of such transferor Bank or (y) such assignment is for all of such transferor Bank's rights and obligations under this Agreement and the Notes) of all of its rights and obligations under this Agreement and the Notes, and such Assignee shall assume such rights and obligations, pursuant to an Assignment and Assumption Agreement in substantially the form of Exhibit D hereto executed by such Assignee and such transferor Bank, with (and subject to) the written consent of (1) the Borrower and the Administrative Agent, such consents not to be unreasonably withheld and (2) each Issuing Bank in its sole discretion; *provided* that (i) if an Assignee is another Bank or an affiliate of such transferor Bank, or

(ii) in the case of an assignment by any Bank to one or more Assignees after the occurrence and during the continuance of an Event of Default, or (iii) the assignment is of a Competitive Loan, no such consent of the Borrower shall be required. Upon execution and delivery of such an instrument and payment by such Assignee to such transferor Bank of an amount equal to the purchase price agreed between such transferor Bank and such Assignee, such Assignee shall be a Bank party to this Agreement and shall have all the rights and obligations of a Bank with a Commitment as set forth in such instrument of assumption, and the transferor Bank shall be released from its obligations hereunder to a corresponding extent, and no further consent or action by any party shall be required. Upon the consummation of any assignment pursuant to this subsection (c), the transferor Bank, the Administrative Agent and the Borrower shall make appropriate arrangements so that, if required, a new Note is issued to the Assignee. In connection with any such assignment, the transferor Bank shall pay to the Administrative Agent an administrative fee for processing such assignment in the amount of \$3,500, and if it shall not be an existing Bank, the Assignee shall deliver to the Administrative Agent and the Borrower a duly completed and executed Administrative Questionnaire and all relevant information for notices hereunder. If the Assignee is not incorporated under the laws of the United States of America or a state thereof, it shall, prior to the first date on which interest or fees are payable hereunder for its account, deliver to the Borrower and the Administrative Agent certification as to exemption from deduction or withholding of any United States federal income taxes in accordance with Section 2.16.

(c) Any Bank Party may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement and its Note to a Federal Reserve Bank or any other Central Banking Authority to secure the obligations of such Bank thereto. No such pledge or assignment shall release the transferor Bank from its obligations hereunder or substitute any such pledge or assignee for such Bank as a party hereto or thereto.

(d) No Assignee, Participant or other transferee of any Bank's rights shall be entitled to receive any greater payment under Section 8.03 than such Bank would have been entitled to receive with respect to the rights transferred, unless such transfer is made with the Borrower's prior written consent.

(e) Any Issuing Bank may assign all of its rights and obligations under the undrawn portion of its commitment hereunder to issue Letters of Credit at any time; *provided, however*, that (i) the parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance and record, an Assignment and Assumption Agreement, together with a processing and recordation fee of \$3,500 and (ii) so long as no Event of Default has occurred and is continuing, the Borrower has consented to the assignment (such consent not to be unreasonably withheld).

Section 9.07. *Collateral*. Each of the Banks represents to the Administrative Agent and each of the other Banks that it in good faith is not relying upon any

“margin stock” (as defined in Regulation U) as collateral in the extension or maintenance of the credit provided for in this Agreement.

Section 9.08. *Governing Law.* (a) This Agreement and each Note shall be governed by and construed in accordance with the laws of the State of New York.

(b) The Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County, Borough of Manhattan, and of the United States District Court for the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees, to the fullest extent permitted by law, that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent or any Bank may otherwise have to bring any action or proceeding relating to this Agreement against the Borrower or its properties in the courts of any jurisdiction.

(c) The Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 9.09. *Counterparts; Integration.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” and words of similar import in this Agreement shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the

Electronic Signatures in Global and National Commerce Act of 2000, the Electronic Signatures and Records Act of 1999, or any other similar state Laws based on the Uniform Electronic Transactions Act. This Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Notwithstanding the foregoing, if the Administrative Agent or any Bank reasonably requests a manually executed counterpart, the Company shall deliver such manually executed counterpart.

Section 9.10. *Several Obligations.* The obligations of the Bank Parties hereunder are several. Neither the failure of any Bank Party to carry out its obligations hereunder nor of this Agreement to be duly authorized, executed and delivery by any Bank Party shall relieve any other Bank Party of its obligations hereunder (or affect the rights hereunder of such other Bank). No Bank Party shall be responsible for the obligations of, or any action taken or omitted by, any other Bank Party hereunder.

Section 9.11. *Severability.* In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Section 9.12. *Confidentiality.* The Administrative Agent and each Bank Party represent that they will maintain the confidentiality of any written or oral information provided by or on behalf of the Borrower or any of its Consolidated Entities (hereinafter collectively called “**Confidential Information**”), subject to the Administrative Agent’s and each Bank’s (a) obligation to disclose any such Confidential Information pursuant to a request or order under applicable laws or regulations or from a regulatory authority (including any self-regulatory authority such as the National Association of Insurance Commissioners) or pursuant to a subpoena or other legal process, (b) right to disclose any such Confidential Information to its bank examiners, auditors, counsel and other professional advisors, and its employees, officers and directors, and to other Bank Parties (it being understood that such Persons shall be informed of the confidential nature of such information and instructed to keep it confidential), (c) right to disclose any such Confidential Information in connection with any litigation or dispute involving the Bank Parties and the Borrower or any of its Subsidiaries and affiliates, (d) right to provide such information to Participants, prospective Participants to which sales of participating interests are permitted pursuant to Section 9.06(b) and prospective Assignees to which assignments of interests are permitted pursuant to Section 9.06(c) if such Participant, prospective Participant or prospective Assignee agrees in writing to maintain the confidentiality of such information on terms substantially similar to those of this Section as if it were a “Bank” party hereto, and (e) right to disclose Confidential Information to its affiliates if such affiliate agrees in writing to maintain the confidentiality of such information on terms substantially similar to those of this Section.

Notwithstanding the foregoing, any such information supplied to a Bank Party, Participant, prospective Participant or prospective Assignee under this Agreement shall cease to be Confidential Information if it is or becomes known to such Person by other than unauthorized disclosure, or if it becomes a matter of public knowledge other than as a result of a breach of this Section by such Person.

Section 9.13. *WAIVER OF JURY TRIAL.* EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 9.14. *USA Patriot Act.* Each Bank hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L 107-56 (signed into law October 26, 2001)) (the “Act”), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Bank to identify the Borrower in accordance with the Act. Borrower will promptly provide such information and documentation reasonably requested by the Administrative Agent or any Bank for purposes of compliance with applicable “know your customer” and anti-money laundering rules and regulations, including the Act and the Beneficial Ownership Regulation.

Section 9.15. *[Reserved]*

Section 9.16. *Acknowledgement and Consent to Bail-In of Affected Financial Institutions.* Notwithstanding anything to the contrary in this Agreement or any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under this Agreement may be subject to the Write-Down and Conversion Powers of a Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable (i) a reduction in full or in part or cancellation of any such liability, (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other agreement, arrangement or understanding among any such parties or (iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE
CORPORATION

By: /s/ YU LING WANG

Name: Yu Ling Wang

Title: Senior Vice President and Chief
Financial Officer

JPMORGAN CHASE BANK, N.A., as
Administrative Agent, as Initial Issuing
Bank and as a Bank

By: /s/ NANCY R. BARWING

Name: Nancy R. Barwig

Title: Executive Director

MIZUHO BANK (USA), as Syndication Agent
and as a Bank

By: /s/ EDWARD SACKS

Name: Edward Sacks

Title: Authorized Signatory

ROYAL BANK OF CANADA, as a Co-
Documentation Agent and as a Bank

By: /s/ FRANK LAMBRINOS

Name: Frank Lambrinos

Title: Authorized Signatory

KEYBANK NATIONAL ASSOCIATION,
as a Co-Documentation Agent and as a
Bank

By: /s/ BENJAMIN C COOPER

Name: Benjamin C Cooper

Title: Senior Vice President

THE BANK OF NOVA SCOTIA, as a Co-
Documentation Agent and as Bank

By: /s/ DAVID DEWAR

Name: David Dewar

Title: Director

PNC BANK, NATIONAL
ASSOCIATION, as a Co-
Documentation Agent and as a Bank

By: /s/ JOSEPH MCELHINNY

Name: Joseph McElhinny

Title: Vice President

MUFG BANK, LTD., as a Bank

By: /s/ KEVIN ZITAR

Name: Kevin Zitar

Title: Managing Director

U.S. BANK NATIONAL
ASSOCIATION, as a Bank

By: /s/ MICHAEL TEMNICK

Name: Michael Temnick

Title: Vice President

TRUIST BANK, as a Bank

By: /s/ JUSTIN LIEN

Name: Justin Lien

Title: Director

REGIONS BANK, as a Bank

By: /s/ TEDRICK TARVER

Name: Tedrick Tarver

Title: Director

AGENT SCHEDULE

<u>Institution</u>	<u>Title</u>
JPMorgan Chase Bank, N.A.	Administrative Agent
Mizuho Bank, Ltd.	Syndication Agent
PNC Bank, National Association	Co-Documentation Agent
The Bank of Nova Scotia	Co-Documentation Agent
Royal Bank of Canada	Co-Documentation Agent

EXISTING COMMITMENT SCHEDULE

<u>Institution</u>	<u>Commitment Prior to the Amendment Effective Date</u>	<u>Loans Outstanding on the Amendment Effective Date</u>
<u>Bank</u>		
JPMorgan Chase Bank, N.A.	\$150,000,000.00	\$0
Mizuho Bank (USA)	\$150,000,000.00	\$0
Royal Bank of Canada	\$150,000,000.00	\$0
The Bank of Nova Scotia	\$150,000,000.00	\$0
MUFG Bank, Ltd.	\$100,000,000.00	\$0
KeyBank National Association	\$180,000,000.00	\$0
PNC Bank, National Association	\$150,000,000.00	\$0
U.S. Bank National Association	\$125,000,000.00	\$0
Truist Bank	\$125,000,000.00	\$0
Regions Bank	\$75,000,000.00	\$0
<u>Total:</u>	<u>\$1,355,000,000.00</u>	<u>\$0</u>

COMMITMENT SCHEDULE

Commitment Schedule

<u>Bank</u>	<u>Commitment</u>
JPMorgan Chase Bank, N.A.	\$150,000,000.00
Mizuho Bank, Ltd.	\$150,000,000.00
Royal Bank of Canada	\$150,000,000.00
The Bank of Nova Scotia	\$150,000,000.00
KeyBank National Association	\$180,000,000.00
PNC Bank, National Association	\$150,000,000.00
U.S. Bank National Association	\$125,000,000.00
Truist Bank	\$125,000,000.00
MUFG Bank, Ltd.	\$100,000,000.00
Regions Bank	\$75,000,000.00
Total:	<u>\$1,355,000,000.00</u>

EXISTING LETTERS OF CREDIT

L/C# TFTX-374881 – Deseret Generation & Transmission Cooperative
Beneficiary: Rockwood Casualty Insurance Company
Amount: \$2,000,000
Effective Date: October 16, 2012
Expiration Date: December 31, 2022

L/C# SLCLSTL13035 – Valley Energy, Inc.
Beneficiary: Castleton Commodities Merchant Trading L.P.
Amount: \$700,000
Effective Date: July 5, 2022
Expiration Date: May 31, 2023

PRICING SCHEDULE

The “**Term Benchmark Margin**”, the “**Base Rate Margin**” and the “**Facility Fee Rate**” for the Borrower at any date are the respective percentages set forth below in the applicable row and column based upon the Status of the Borrower that exists on such date.

Status	Level I	Level II	Level III	Level IV	Level V
Term Benchmark Margin	0.6900%	0.8000%	0.9000%	1.0000%	1.1000%
Base Rate Margin	0%	0%	0%	0%	0.1000%
Facility Fee Rate	0.0600%	0.0750%	0.1000%	0.1250%	0.1500%

For purposes of this Pricing Schedule, the following terms have the following meanings, subject to the concluding paragraph of this Pricing Schedule:

“**Fitch**” means Fitch Ratings, Inc.

“**Level I Status**” exists at any date if, at such date, the Borrower’s Unsecured Long-Term Debt is rated AA- or higher by S&P, Aa3 or higher by Moody’s or AA- or higher by Fitch.

“**Level II Status**” exists at any date if, at such date, (i) the Borrower’s Unsecured Long-Term Debt is rated A+ or higher by S&P, A1 or higher by Moody’s or A+ or higher by Fitch, and (ii) Level I Status does not exist.

“**Level III Status**” exists at any date if, at such date, (i) the Borrower’s Unsecured Long-Term Debt is rated A or higher by S&P, A2 or higher by Moody’s or A or higher by Fitch, and (ii) Level II Status does not exist.

“**Level IV Status**” exists at any date if, at such date, (i) the Borrower’s Unsecured Long-Term Debt is rated A- or higher by S&P, A3 or higher by Moody’s or A- or higher by Fitch, and (ii) Level III Status does not exist.

“**Level V Status**” exists at any date if, at such date, neither Level I Status, Level II Status, Level III Status or Level IV Status exists.

“**Moody’s**” means Moody’s Investors Services, Inc.

“**Rating Agencies**” means each of S&P, Moody’s and Fitch.

“**S&P**” means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, or any successor thereto.

“**Status**” refers to the determination of which of Level I Status, Level II Status, Level III Status, Level IV Status or Level V Status exists at any date.

The credit ratings to be utilized for purposes of this Pricing Schedule are those assigned to the senior unsecured long-term debt securities of the Borrower without third-party credit enhancement (the “**Borrower’s Unsecured Long-Term Debt**”), and any ratings assigned to any other debt security of the Borrower shall be disregarded; *provided* that if at any date there is no such rating assigned by a particular Rating Agency, such Rating Agency’s rating of the Borrower’s Unsecured Long-Term Debt shall be deemed to be one notch below such Rating Agency’s rating of the senior secured debt of the Borrower at such date. In the event that the three assigned ratings differ, then (i) if two of the ratings are higher than the third rating, the higher rating assigned to the Borrower’s Unsecured Long-Term Debt (after giving effect to the proviso in the first sentence of this paragraph) shall be used, (ii) if two of the ratings are lower than the third rating, the lower rating assigned to the Borrower’s Unsecured Long-Term Debt (after giving effect to the proviso in the first sentence of this paragraph) shall be used or (iii) if all three ratings are different, the intermediate rating shall be used.

SCHEDULE 5.03(a)
NON-GAAP SUBSIDIARIES

NONE

EXHIBIT A

FORM OF NOTE

New York, New York

[DATE]

For value received, National Rural Utilities Cooperative Finance Corporation, a not-for-profit cooperative association incorporated under the laws of the District of Columbia (the “**Borrower**”), promises to pay to the order of [] (the “**Bank**”), for the account of its Applicable Lending Office, the principal sum of \$ _____,] or, if less, the aggregate unpaid principal amount of each Loan and L/C Borrowing made by the Bank to the Borrower pursuant to the Revolving Credit Agreement referred to below on the Maturity Date with respect to such Loan or L/C Borrowing. The Borrower promises to pay interest on the unpaid principal amount of each such Loan and L/C Borrowing on the dates and at the rate or rates provided for in the Revolving Credit Agreement. All such payments of principal and interest shall be made in lawful money of the United States in Federal or other immediately available funds at the office of JPMorgan Chase Bank, N.A., 1111 Fannin St., 10th Floor, Houston, TX 77002, Attn: Leslie Hill.

All Loans and L/C Borrowings made by the Bank, the respective types and maturities thereof and all repayments of the principal thereof shall be recorded by the Bank and, prior to any transfer hereof, appropriate notations to evidence the foregoing information with respect to each such Loan then outstanding may be endorsed by the Bank on the schedule attached hereto, or on a continuation of such schedule attached to and made a part hereof; *provided* that the failure of the Bank to make any such recordation or endorsement shall not affect the obligations of the Borrower hereunder or under the Revolving Credit Agreement.

This note is one of the Notes referred to in that certain Amended and Restated Revolving Credit Agreement, dated as of October 20, 2022, among the Borrower, the Banks listed on the signature pages thereof, JPMorgan Chase Bank, N.A., as Administrative Agent and Initial Issuing Bank, Mizuho Bank (USA), as Syndication Agent, and PNC Bank, National Association, The Bank of Nova Scotia and Royal Bank of Canada as Co-Documentation Agents (as the same may be amended, supplemented or otherwise modified, from time to time, in each case, pursuant to the terms and conditions thereof, the “**Revolving Credit Agreement**”). Terms defined in the Revolving Credit Agreement are used herein with the same meanings. Reference is made to the Revolving Credit Agreement for provisions for the prepayment hereof and the acceleration of the maturity hereof. This Note shall be governed by and construed in accordance with the laws of the State of New York.

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE
CORPORATION

By: _____
Name:
Title:

EXHIBIT B-1

FORM OF RUS GUARANTEE

The United States of America acting through the Administrator of the Rural Utilities Service (“**RUS**”) hereby unconditionally guarantees to [name of Payee] the making of [__%] of the payments of principal and interest when and as due on this Note of _____ (the “**Cooperative**”) in accordance with the terms hereof and of the Loan Agreement referred to in this Note, until such principal and interest shall be indefeasibly paid in full (which includes interest accruing on such principal between the date of default under this Note and the payment in full of this Guarantee), irrespective of receipt by RUS of any sums or property from its enforcement of its remedies for the Cooperative default. This Guarantee shall be incontestable except for fraud or misrepresentation of which the holder had actual knowledge at the time it became a holder. RUS hereby waives diligence, presentment, demand, protest and notice of any kind, as well as any requirement that [name of Payee] exhaust any right or take any action against the Cooperative.

This Guarantee is issued pursuant to Title III of the Rural Electrification Act of 1936, as amended (7 U.S.C. “ 901, *et seq.*), and the Loan Guarantee and Servicing Agreement among RUS, the Cooperative, Bank One, NA and National Rural Utilities Cooperative Finance Corporation dated _____, ____.

UNITED STATES OF AMERICA

Date _____, ____

By: _____

Name:

Title: Administrator of Rural
Electrification
Administration

FORM OF RUS GUARANTEE

The United States of America acting through the Administrator of the Rural Utilities Service (“RUS”) hereby unconditionally guarantees to the Payee the making of the payments of principal and Guaranteed Interest when and as due on the Note of _____ (the “Cooperative”) dated _____ in the original principal amount of \$ _____ (the “Note”), in accordance with the terms thereof and of the Loan Agreement and the Master Loan Guarantee and Servicing Agreement referred to in the Note, until such principal and Guaranteed Interest shall be indefeasibly paid in full (which includes interest accruing at the Guaranteed Interest Rate between the date of default under the Note and the payment in full of this Guarantee), irrespective of receipt by RUS of any sums or property from its enforcement of its remedies for the Cooperative’s default. This Guarantee shall be incontestable except for fraud or misrepresentation of which the holder had actual knowledge at the time it became a holder. RUS hereby waives diligence, presentment, demand, protest and notice of any kind (except the “Default Notice” required pursuant to Section 5.3(a) of the Master Loan Guarantee and Servicing Agreement), and acknowledges that the Payee does not have any right or obligation to exercise any right or take any action against the Cooperative.

This Guarantee is issued pursuant to the Rural Electrification Act of 1936, as amended (7 U.S.C. “ 901, et seq.) (the “Act”), and the Master Loan Guarantee and Servicing Agreement between RUS and National Rural Utilities Cooperative Finance Corporation dated as of February 16, 1999.

THIS GUARANTEE SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES OF AMERICA, TO THE EXTENT APPLICABLE, AND OTHERWISE THE LAWS OF THE COMMONWEALTH OF VIRGINIA.

THE UNDERSIGNED, AS [ADMINISTRATOR] OF RUS, DOES HEREBY CERTIFY THAT I AM AUTHORIZED UNDER THE ACT AND 7 CFR PART 1700 TO DELIVER THIS GUARANTEE.

UNITED STATES OF AMERICA

By: _____
Name:

Title: [Administrator] of the
Rural Utilities Service

Dated: _____

RUS Loan No

OPINION OF GENERAL COUNSEL OF THE BORROWER

October 20, 2022

To the Administrative Agent and each of the Banks party
to the Revolving Credit Agreement referred to below
c/o JPMorgan Chase Bank, N.A.
1111 Fannin Street, 10th Floor
Houston, TX 77002

Ladies and Gentlemen:

Reference is hereby made to that certain Amended and Restated Revolving Credit Agreement dated as of October 20, 2022 (the “**Amended and Restated Revolving Credit Agreement**”), by and among the Borrower, the Banks listed on the signature pages thereof, JPMorgan Chase Bank, N.A., as Administrative Agent and Initial Issuing Bank, Mizuho Bank (USA), as Syndication Agent, and PNC Bank, National Association, The Bank of Nova Scotia, and Royal Bank of Canada, as Co-Documentation Agents. I, Nathan Howard, General Counsel of the National Rural Utilities Cooperative Finance Corporation (the “**Borrower**”), am delivering this opinion at the request of the Borrower pursuant to Section 3.01(c) of the Amended and Restated Revolving Credit Agreement. Terms defined in the Amended and Restated Revolving Credit Agreement are used herein as therein defined.

I have examined originals or copies, certified or otherwise identified to my satisfaction, of such documents, corporate records, certificates of public officials and other instruments and have conducted such other investigations of fact and law as I have deemed necessary or advisable for purposes of this opinion. This opinion is limited to the laws of the District of Columbia.

Upon the basis of the foregoing, I am of the opinion that:

1. The Borrower is a cooperative association duly incorporated, validly existing and in good standing under the laws of the District of Columbia and has the corporate power and authority and all material governmental licenses, authorizations, consents and approvals required to own its property and assets and to transact the business in which it is engaged. The Borrower is duly qualified or licensed as a foreign corporation in good standing in every jurisdiction in which the nature of the business in which it is engaged makes such qualification or licensing necessary, except in those jurisdictions in which the failure to be so qualified or licensed would not (after qualification, assuming that the Borrower could so qualify without the payment of any fee or penalty and retain its rights as they existed prior to such qualification all to an extent so that any fees or penalties required to be so paid or any rights not so retained would not, individually or in

the aggregate, have a material adverse effect on the business or financial position of the Borrower), individually or in the aggregate, have a material adverse effect upon the business or financial position of the Borrower.

2. The Borrower has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Amended and Restated Revolving Credit Agreement and each of the Notes dated the date hereof (the "Subject Notes"). The Amended and Restated Revolving Credit Agreement and the Subject Notes have been duly and validly authorized, executed and delivered by the Borrower.²

3. There are no actions, suits, proceedings or investigations pending or, to my knowledge, threatened against or affecting the Borrower by or before any court or any governmental authority, body or agency or any arbitration board which are reasonably likely to materially adversely affect the business, financial position or results of operations of the Borrower or the authority or ability of the Borrower to perform its obligations under the Amended and Restated Revolving Credit Agreement or the Subject Notes.

4. No authorization, consent, approval or license of, or declaration, filing or registration with or exemption by, any governmental authority, body or agency is required in connection with the execution, delivery or performance by the Borrower of the Amended and Restated Revolving Credit Agreement or the Subject Notes.

5. The holders of the Borrower's Members' Subordinated Certificates are not and will not be entitled to receive any payments with respect to the principal thereof or interest thereon solely because of withdrawing or being expelled from membership in the Borrower.

6. Neither the Borrower nor any Consolidated Entity is in default in any material respect under any material agreement or other instrument to which it is a party or by which it or its property or assets is bound. No event or condition exists which constitutes, or with the giving of notice or lapse of time or both would constitute, such a default under any such agreement or other instrument. Neither the execution and delivery of the Amended and Restated Revolving Credit Agreement or the Subject Notes, nor the consummation of any of the transactions therein contemplated, nor compliance with the terms and provisions thereof, will contravene any provision of law, statute, rule or regulation to which the Borrower is subject or any judgment, decree, award, franchise, order or permit applicable to the Borrower, or will conflict or be inconsistent with, or will result in any material breach of, any of the material terms, covenants, conditions or provisions of, or constitute (or with the giving of notice or lapse of time, or both, would constitute) a default under (or condition or event entitling any Person to

² The opinion with respect to the enforceability of the Amended and Restated Revolving Credit Agreement under New York law shall be provided by Borrower's New York counsel, Foley & Lardner LLP, subject to customary assumptions, qualifications and limitations.

require, whether by purchase, redemption, acceleration or otherwise, the Borrower to perform any obligations prior to the scheduled maturity thereof), or result in the creation or imposition of any Lien upon any of the property or assets of the Borrower pursuant to the terms of, any indenture, mortgage, deed of trust, agreement or other instrument to which it may be subject, or violate any provision of the certificate of incorporation or by-laws of the Borrower. Without limiting the generality of the foregoing, the Borrower is not a party to, or otherwise subject to any provision contained in, any instrument evidencing Indebtedness of the Borrower, any agreement or indenture relating thereto or any other contract or agreement (including its certificate of incorporation and by-laws), which would be violated by the incurring of the Indebtedness to be evidenced by the Subject Notes.

7. The Borrower has complied fully with all of the material provisions of each Indenture. No Event of Default (within the meaning of such term as defined in any Indenture) and no event, act or condition (except for possible non-compliance by the Borrower with any immaterial provisions of such Indenture which in itself is not such an Event of Default under such Indenture) which with notice or lapse of time, or both, would constitute such an Event of Default has occurred and is continuing under such Indenture. The borrowings by the Borrower contemplated by the Amended and Restated Revolving Credit Agreement will not cause such an Event of Default under, or the violation of any covenant contained in, any Indenture.

8. Set forth on Annex A attached hereto is a true, correct and complete list of all of the Borrower's Subsidiaries and Joint Ventures, the jurisdiction of incorporation or organization of each such Subsidiary and Joint Venture and the nature and percentage of the Borrower's ownership of each such Subsidiary and Joint Venture.

9. The Borrower has received a ruling from the Internal Revenue Service to the effect that it is exempt from payment of Federal income tax under Section 501(c)(4) of the Internal Revenue Code of 1986, and nothing has come to our attention that leads us to believe that the Borrower is not so exempt.

Sincerely,

Nathan Howard
General Counsel

Annex A

Subsidiaries, Special Purpose Subsidiaries and Joint Ventures:

None

EXHIBIT D

ASSIGNMENT AND ASSUMPTION AGREEMENT

AGREEMENT dated as of _____, 20__ among [ASSIGNOR] (the “**Assignor**”), [ASSIGNEE] (the “**Assignee**”), NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION (the “**Borrower**”) and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the “**Agent**”).

W I T N E S S E T H

WHEREAS, this Assignment and Assumption Agreement (the “**Agreement**”) relates to the Amended and Restated Revolving Credit Agreement, dated as of October 20, 2022 (as amended, supplemented or otherwise modified from time to time, in each case pursuant to the terms and conditions thereof, (the “**Credit Agreement**”), among the Borrower, the Banks listed on the signature pages thereof, JPMorgan Chase Bank, N.A., as Administrative Agent and Initial Issuing Bank (the “**Agent**”), and Mizuho Bank (USA), as Syndication Agent, and PNC Bank, National Association, The Bank of Nova Scotia and Royal Bank of Canada, as Co-Documentation Agents.

WHEREAS, as provided under the Credit Agreement, the Assignor has a Commitment to make Loans and/or make or participate in L/C Obligations to the Borrower in an aggregate principal amount at any time outstanding not to exceed \$ _____;

WHEREAS, Committed Loans and L/C Obligations made to the Borrower by the Assignor under the Credit Agreement in the aggregate principal amount of \$ _____ are outstanding at the date hereof; and

WHEREAS, the Assignor proposes to assign to the Assignee all of the rights of the Assignor under the Credit Agreement in respect of a portion of its Commitment thereunder in an amount equal to \$ _____ (the “**Assigned Amount**”), together with a corresponding portion of its outstanding Committed Loans and/or L/C Obligations, and the Assignee proposes to accept assignment of such rights and assume the corresponding obligations from the Assignor on such terms;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the parties hereto agree as follows:

SECTION 1. *Definitions.* All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Credit Agreement.

SECTION 2. *Assignment.* The Assignor hereby assigns and sells to the Assignee all of the rights of the Assignor under the Credit Agreement to the extent of the Assigned Amount, and the Assignee hereby accepts such assignment from the Assignor and assumes all of the obligations of the Assignor under the

Credit Agreement to the extent of the Assigned Amount, including the purchase from the Assignor of the corresponding portion of the principal amount of the Committed Loans and/or L/C Obligations made by the Assignor outstanding at the date hereof. Upon the execution and delivery hereof by the Assignor, the Assignee, the Borrower and the Administrative Agent and the payment of the amounts specified in Section 3 required to be paid on the date hereof (i) the Assignee shall, as of the date hereof, succeed to the rights and be obligated to perform the obligations of a Bank under the Credit Agreement with a Commitment in an amount equal to the Assigned Amount, and (ii) the Commitment of the Assignor shall, as of the date hereof, be reduced by a like amount and the Assignor released from its obligations under the Credit Agreement to the extent such obligations have been assumed by the Assignee. The assignment provided for herein shall be without recourse to the Assignor.

SECTION 3. *Payments.* As consideration for the assignment and sale contemplated in Section 2 hereof, the Assignee shall pay to the Assignor on the date hereof in Federal funds the amount heretofore agreed between them. It is understood that commitment and/or facility fees accrued to the date hereof are for the account of the Assignor and such fees accruing from and including the date hereof are for the account of the Assignee. Each of the Assignor and the Assignee hereby agrees that if it receives any amount under the Credit Agreement which is for the account of the other party hereto, it shall receive the same for the account of such other party to the extent of such other party's interest therein and shall promptly pay the same to such other party.

SECTION 4. *Consent of the Borrower and the Administrative Agent.* This Agreement is conditioned upon the consent of [the Borrower,] the Administrative Agent and the Issuing Bank pursuant to Section 9.06(c) of the Credit Agreement. The execution of this Agreement [by the Borrower,] the Administrative Agent and the Issuing Bank is evidence of this consent. Pursuant to Section 9.06(c) of the Credit Agreement, if requested by the Assignee, the Borrower agrees to execute and deliver a Note payable to the order of the Assignee to evidence the assignment and assumption provided for herein.

SECTION 5. *Non-Reliance on Assignor.* The Assignor makes no representation or warranty in connection with, and shall have no responsibility with respect to, the solvency, financial position, or statements of the Borrower, or the validity and enforceability of the obligations of the Borrower in respect of the Credit Agreement or any Note. The Assignee acknowledges that it has, independently and without reliance on the Assignor, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and will continue to be responsible for making its own independent appraisal of the business, affairs and financial position of the Borrower.

SECTION 6. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 7. *Counterparts*. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

[ASSIGNOR]

By: _____

Name:

Title:

[ASSIGNEE]

By: _____

Name:

Title:

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE
CORPORATION

By: _____

Name:

Title:

JPMORGAN CHASE BANK,
N.A., as Administrative Agent

By: _____

Name:

Title:

[FORM OF]

**U.S. TAX CERTIFICATE
(For Non-U.S. Bank Parties That Are Not Partnerships For U.S. Federal
Income Tax Purposes)**

Reference is hereby made to the Amended and Restated Revolving Credit Agreement dated as of October 20, 2022 (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, the Banks listed on the signature pages thereof, JPMorgan Chase Bank, N.A., as Administrative Agent and Initial Issuing Bank, Mizuho Bank (USA), as Syndication Agent, and PNC Bank, National Association, The Bank of Nova Scotia and Royal Bank of Canada, as Co-Documentation Agents.

Pursuant to the provisions of Section 2.16 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a member of Borrower, it does not exercise voting power over Borrower and is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code and (v) the interest payments in question are not effectively connected with the undersigned’s conduct of a U.S. trade or business.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF BANK PARTY]

By: _____

Name:

Title:

Date: , 20[]

[FORM OF]

**U.S. TAX CERTIFICATE
(For Non-U.S. Bank Parties That Are Partnerships For U.S. Federal Income
Tax Purposes)**

Reference is hereby made to the Amended and Restated Revolving Credit Agreement dated as of October 20, 2022 (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, the Banks listed on the signature pages thereof, JPMorgan Chase Bank, N.A., as Administrative Agent and Initial Issuing Bank, Mizuho Bank (USA), as Syndication Agent, and PNC Bank, National Association, The Bank of Nova Scotia and Royal Bank of Canada, as Co-Documentation Agents.

Pursuant to the provisions of Section 2.16 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a member of Borrower, exercise voting power over Borrower or otherwise is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (v) none of its partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (vi) the interest payments in question are not effectively connected with the undersigned’s or its direct or indirect partners/members’ conduct of a U.S. trade or business.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of its partners/members claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF BANK PARTY]

By: _____

Name:

Title:

Date: _____, 20[]

[FORM OF]

**U.S. TAX CERTIFICATE
(For Non-U.S. Participants That Are Not Partnerships For U.S. Federal
Income Tax Purposes)**

Reference is hereby made to the Amended and Restated Revolving Credit Agreement dated as of October 20, 2022 (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, the Banks listed on the signature pages thereof, JPMorgan Chase Bank, N.A., as Administrative Agent and Initial Issuing Bank, Mizuho Bank (USA), as Syndication Agent, and PNC Bank, National Association, The Bank of Nova Scotia and Royal Bank of Canada, as Co-Documentation Agents.

Pursuant to the provisions of Section 2.16 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (v) the interest payments in question are not effectively connected with the undersigned’s conduct of a U.S. trade or business.

The undersigned has furnished its participating Bank with a certificate of its non-U.S. person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Bank in writing and (2) the undersigned shall have at all times furnished such Bank with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: _____, 20[]

[FORM OF]

**U.S. TAX CERTIFICATE
(For Non-U.S. Participants That Are Partnerships For U.S. Federal Income
Tax Purposes)**

Reference is hereby made to the Amended and Restated Revolving Credit Agreement dated as of October 20, 2022 (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, the Banks listed on the signature pages thereof, JPMorgan Chase Bank, N.A., as Administrative Agent and Initial Issuing Bank, Mizuho Bank (USA), as Syndication Agent, and PNC Bank, National Association, The Bank of Nova Scotia and Royal Bank of Canada, as Co-Documentation Agents.

Pursuant to the provisions of Section 2.16 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (v) none of its partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (vi) the interest payments in question are not effectively connected with the undersigned’s or its partners/members’ conduct of a U.S. trade or business.

The undersigned has furnished its participating Bank with IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of its partners/members claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Bank and (2) the undersigned shall have at all times furnished such Bank with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____
Name:

Title:

Date: , 20[]

SERIES T BOND PURCHASE AGREEMENT

by and among

FEDERAL FINANCING BANK,

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION,

and

ADMINISTRATOR of the RURAL UTILITIES SERVICE

made as of

December 15, 2022

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EXHIBIT H FORM OF RUS GUARANTEE

SERIES T BOND PURCHASE AGREEMENT made as of December 15, 2022, by and among the **FEDERAL FINANCING BANK** ("**FFB**"), a body corporate and instrumentality of the United States of America, the **NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION** (the "**Borrower**"), a cooperative association organized and existing under the laws of the District of Columbia, and the **ADMINISTRATOR** of the **RURAL UTILITIES SERVICE** ("**RUS**"), a Rural Development agency of the United States Department of Agriculture.

WHEREAS, RUS is authorized, pursuant to the Guarantee Authority (as hereinafter defined), to guarantee loans that meet the requirements of the Guarantee Authority; and

WHEREAS, FFB is authorized, under section 6(a) of the FFB Act (as hereinafter defined), to make commitments to purchase, and to purchase on terms and conditions determined by FFB, any obligation that is issued, sold, or guaranteed by an agency of the United States of America; and

WHEREAS, FFB is entering into this Series T Bond Purchase Agreement, as authorized by section 6(a) of the FFB Act, setting out, among other things, FFB's agreement to purchase, pursuant to the FFB Act, the Bond (as hereinafter defined) to be issued by the Borrower, when the terms and conditions specified herein have been satisfied, as hereinafter provided; and

WHEREAS, RUS has determined that the Borrower meets the qualifications for being a "lender," as that term is used in the Guarantee Authority, and for being a "Guaranteed Lender," as that term is used in the regulations promulgated by RUS to carry out the Guarantee Authority; and

WHEREAS, RUS is authorized to enter into this Series T Bond Purchase Agreement; and

WHEREAS, the Borrower is authorized to enter into this Series T Bond Purchase Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FFB, RUS, and the Borrower agree as follows:

ARTICLE 1

DEFINITIONS AND RULES OF INTERPRETATION

Section 1.1 Definitions.

As used in this Agreement, the following terms shall have the respective meanings specified in this section 1.1, unless the context clearly requires otherwise.

"Advance" shall mean an advance of funds made by FFB under the Bond in accordance with the provisions of article 7 of this Agreement.

"Advance Identifier" shall mean, for each Advance, the particular sequence of letters and numbers constituting the Bond Identifier plus the particular sequence of additional numbers assigned by FFB to the respective Advance in the interest rate confirmation notice relating to such Advance delivered by FFB in accordance with section 7.7 of this Agreement.

"Advance Request" shall mean a letter from a Borrower requesting an Advance under the Bond, in the form of letter attached as Exhibit A to this Agreement.

"Advance Request Approval Notice" shall mean the written notice from RUS located at the end of an Advance Request advising FFB that such Advance Request has been approved on behalf of RUS.

"Bond" shall mean a future advance bond of the Borrower payable to FFB, in the form of bond that is attached as Exhibit B to this Agreement, as such bond may be amended, supplemented, and restated from time to time in accordance with its terms.

"Bond Guarantee Agreement" shall mean the Ninth Amended, Restated and Consolidated Bond Guarantee Agreement

dated as of December 15, 2022, made between RUS and the Borrower, as such agreement may be amended, supplemented, and restated from time to time in accordance with its terms.

"Bond Identifier" shall mean the particular sequence of letters and numbers assigned by FFB to the Bond in the Principal Instruments acceptance notice relating to the Bond delivered by FFB in accordance with section 5.1 of this Agreement.

"Borrower Instruments" shall have the meaning specified in section 3.2.1 of this Agreement.

"Business Day" shall mean any day on which FFB and the Federal Reserve Bank of New York are both open for business.

"Certificate Specifying Authorized Borrower Officials" shall mean a certificate of the Borrower specifying the names and titles of those officials of the Borrower who are authorized to execute and deliver from time to time Advance Requests on behalf of the Borrower, and containing the original signature of each of those officials, substantially in the form of the Certificate Specifying Authorized Borrower Officials attached as Exhibit C to this Agreement.

"Certificate Specifying Authorized RUS Officials" shall mean a certificate specifying the names and titles of those officials of RUS who are authorized to execute and deliver Advance Request Approval Notices from time to time on behalf of RUS and setting out the original signature of each of those authorized officials, and specifying the name and title of those officials of RUS who are authorized to confirm telephonically the authenticity of the Advance Request Approval Notices from time to time on behalf of RUS and setting out the telephone number of each of those authorized officials, in the form of the Certificate Specifying Authorized RUS Officials attached as Exhibit D to this Agreement.

"FFB Act" shall mean the Federal Financing Bank Act of 1973 (Pub. L. No. 93-224, 87 Stat. 937, codified at 12 U.S.C. § 2281 et seq.), as amended.

"FFB Financing Options Fee" shall mean the fee, expressed in terms of a basis point increment in the basic interest rate established for an Advance, payable by the Borrower to the Holder if the Borrower elects to have a Fixed Premium Prepayment/Refinancing Privilege apply to such Advance, as described in section 11.3 of this Agreement.

"First Call Date" shall have the meaning specified in section 11.3.2(a) of this Agreement.

"Fixed Premium Prepayment/Refinancing Privilege" shall have the meaning specified in section 11.3.1 of this Agreement.

"Governmental Authority" shall mean any federal, state, county, municipal, or regional authority, or any other entity of a similar nature, exercising any executive, legislative, judicial, regulatory, or administrative function of government.

"Guarantee Authority" shall mean section 313A of the Rural Electrification Act of 1936, as amended (codified at 7 U.S.C. § 940c-1).

"Holder" shall mean FFB, for so long as it shall be the holder of the Bond, and any successor or assignee of FFB, for so long as such successor or assignee shall be the holder of the Bond.

"Loan Commitment Amount" shall mean \$550,000,000.00.

"Market Value Premium (or Discount)" shall have the meaning specified in section 11.2 of this Agreement.

"Market Value Prepayment/Refinancing Privilege" shall have the meaning specified in section 11.2 of this Agreement.

"Maturity Date" shall have the meaning specified in section 7.3.1(a)(5) of this Agreement.

"No-Call Period" shall have the meaning specified in section 11.3.2 of this Agreement.

"Opinion of Borrower's Counsel re: Borrower Instruments" shall mean an opinion of counsel from the General Counsel of the Borrower, substantially in the form of opinion that is attached as Exhibit E to this Agreement.

"Opinion of RUS's Counsel re: RUS Guarantee" shall mean an opinion of counsel from the Acting General Counsel of the Department of Agriculture to the Administrator of RUS, substantially in the form of opinion that is attached as Exhibit F to this Agreement.

"Payment Date" shall mean January 15, April 15, July 15, and October 15 of each year.

"Person" shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, trust company, unincorporated organization or Governmental Authority.

"Pledge Agreement" shall mean the Ninth Amended, Restated and Consolidated Pledge Agreement dated as of December 15, 2022, made among the Borrower, RUS, and U.S. Bank National Association, a national association, as such agreement may be amended, supplemented, and restated from time to time in accordance with its terms.

"Principal Instruments" shall have the meaning specified in section 4.2 of this Agreement.

"Requested Advance Amount" shall have the meaning specified in section 7.3.1(a)(2) of this Agreement.

"Requested Advance Date" shall have the meaning specified in section 7.3.1(a)(3) of this Agreement.

"RUS Certificate" shall mean a certificate relating to the RUS Guarantee and other matters, in the form of certificate that is attached as Exhibit G to this Agreement.

"RUS Guarantee" shall mean a guarantee of the Bond issued by RUS, in the form of guarantee that is attached as Exhibit H to this Agreement.

"RUS Instruments" shall have the meaning specified in section 3.3.1 of this Agreement.

"this Agreement" shall mean this Series T Bond Purchase Agreement between FFB, RUS, and the Borrower.

"Uncontrollable Cause" shall mean, for FFB, an unforeseeable cause beyond the control and without the fault of FFB, being: act of God, fire, flood, severe weather, epidemic, quarantine restriction, explosion, sabotage, act of war, act of terrorism, riot, civil commotion, lapse of the statutory authority of the United States Department of the Treasury to raise cash through the issuance of Treasury debt instruments, disruption or failure of the Treasury Financial Communications System, closure of the Federal Government, or an unforeseen or unscheduled closure or evacuation of the FFB offices; and shall mean, for RUS, an unforeseeable cause beyond the control and without the fault of RUS, being: act of God, fire, flood, severe weather, epidemic, quarantine restriction, explosion, sabotage, act of war, act of terrorism, riot, civil commotion, closure of the Federal Government, or an unforeseen or unscheduled closure or evacuation of the RUS offices.

Section 1.2 Rules of Interpretation.

Unless the context shall otherwise indicate, the terms defined in section 1.1 of this Agreement shall include the plural as well as the singular and the singular as well as the plural. The words "herein," "hereof," and "hereto," and words of similar import, refer to this Agreement as a whole.

ARTICLE 2

FFB COMMITMENT TO PURCHASE THE BOND

Subject to the terms and conditions of this Agreement, FFB agrees to purchase the Bond that is offered by the Borrower to FFB for purchase under this Agreement.

ARTICLE 3

COMMITMENT CONDITIONS

FFB shall be under no obligation to purchase the Bond under this Agreement unless and until each of the conditions specified in this article 3 has been satisfied.

Section 3.1 Commitment Amount Limit.

The maximum principal amount of the Bond that is offered for purchase shall not exceed the Loan Commitment Amount.

Section 3.2 Borrower Instruments.

3.2.1 Borrower Instruments. FFB shall have received from the Borrower the following instruments (such instruments being, collectively, the "Borrower Instruments"):

- (a) an original counterpart of this Agreement, duly executed by the Borrower; and
- (b) the original Bond, duly executed by the Borrower.

3.2.2 Opinion of Borrower's Counsel re: Borrower Instruments. FFB shall have received from the Borrower an Opinion of Borrower's Counsel re: Borrower Instruments.

3.2.3 Certificate Specifying Authorized Borrower Officials. FFB shall have received from the Borrower a completed and signed Certificate Specifying Authorized Borrower Officials.

Section 3.3 RUS Instruments.

3.3.1 RUS Instruments. FFB shall have received from RUS the following instruments (such instruments being, collectively, the "RUS Instruments"):

- (a) an original counterpart of this Agreement, duly executed by RUS;

- (b) the original RUS Guarantee relating to the Bond, duly executed by RUS; and
- (c) an original RUS Certificate relating to the RUS Guarantee and other matters, duly executed by RUS.

3.3.2 Opinion of RUS's Counsel re: RUS Guarantee. FFB shall have received a copy of the Opinion of RUS's Counsel re: RUS Guarantee.

3.3.3 Certificate Specifying Authorized RUS Officials. FFB shall have received from RUS a completed and signed Certificate Specifying Authorized RUS Officials.

ARTICLE 4

OFFER OF THE BOND FOR PURCHASE

The Bond that is to be offered to FFB for purchase under this Agreement shall be offered in accordance with the procedures described in this article 4.

Section 4.1 Delivery of Borrower Instruments to RUS.

The Borrower shall deliver to RUS, for redelivery to FFB, the following:

- (a) all of the Borrower Instruments, each duly executed by the Borrower;
- (b) an Opinion of Borrower's Counsel re: Borrower Instruments; and
- (c) a completed and signed Certificate Specifying Authorized Borrower Officials.

Section 4.2 Delivery of Principal Instruments by RUS to FFB.

RUS shall deliver to FFB all of the following instruments (collectively being the "Principal Instruments"):

- (a) all of the instruments described in section 4.1 of this Agreement;

- (b) all of the RUS Instruments, each duly executed by RUS;
- (c) a copy of the Opinion of RUS's Counsel re: RUS Guarantee; and
- (d) a completed and signed Certificate Specifying Authorized RUS Officials.

ARTICLE 5

PURCHASE OF THE BOND BY FFB

Section 5.1 Acceptance or Rejection of Principal Instruments.

Within 5 Business Days after delivery to FFB of the Principal Instruments relating to the Bond that is offered for purchase under this Agreement, FFB shall deliver by facsimile transmission (fax) to RUS one of the following:

(a) an acceptance notice, which notice shall:

(1) state that the Principal Instruments meet the terms and conditions detailed in article 3 of this Agreement, or are otherwise acceptable to FFB; and

(2) assign a Bond Identifier to the Bond for use by the Borrower and RUS in all communications to FFB making reference to the Bond; or

(b) a rejection notice, which notice shall state that one or more of the Principal Instruments does not meet the terms and conditions of this Agreement and specify how such instrument or instruments does not meet the terms and conditions of this Agreement.

Section 5.2 Purchase.

FFB shall not be deemed to have accepted the Bond offered for purchase under this Agreement until such time as FFB shall have delivered an acceptance notice accepting the Principal Instruments relating to the Bond; provided, however, that in the

event that FFB shall make an Advance under the Bond, then FFB shall be deemed to have accepted the Bond offered for purchase.

ARTICLE 6

LOST, STOLEN, DESTROYED, OR MUTILATED BOND

Section 6.1 Borrower's Agreement.

In the event that the Bond purchased under this Agreement shall become lost, stolen, destroyed, or mutilated, the Borrower shall, upon the written request of FFB, execute and deliver, in replacement thereof, a new Bond of like tenor, dated and bearing interest from the date to which interest has been paid on such lost, stolen, destroyed, or mutilated Bond or, if no interest has been paid thereon, dated the same date as such lost, stolen, destroyed, or mutilated Bond. Upon delivery of such replacement Bond, the Borrower shall be released and discharged from any further liability on account of the lost, stolen, or destroyed Bond. If the Bond being replaced has been mutilated, such mutilated Bond shall be surrendered to the Borrower for cancellation.

Section 6.2 RUS's Agreement.

In the event that the Borrower delivers a replacement Bond for a lost, stolen, destroyed, or mutilated Bond, as provided in section 6.1 of this Agreement, RUS shall execute and deliver an RUS Guarantee of the replacement Bond in replacement of the RUS Guarantee of the lost, stolen, destroyed, or mutilated Bond.

Section 6.3 FFB's Agreement.

FFB agrees that, upon delivery by RUS of a replacement RUS Guarantee as provided in section 6.2 of this Agreement, RUS shall be released and discharged from any further liability on account of the RUS Guarantee of the lost, stolen, destroyed, or mutilated Bond.

ARTICLE 7**ADVANCES****Section 7.1 Commitment.**

Subject to the terms and conditions of this Agreement, FFB agrees to make Advances under the Bond for the account of the Borrower.

Section 7.2 Treasury Policies Applicable to Advances.

Each of the Borrower and RUS understands and consents to the following Treasury financial management policies generally applicable to all advances of funds:

(a) each Advance will be requested by the Borrower, and each Advance Request will be approved by RUS, only at such time and in such amount as shall be necessary to meet the immediate payment or disbursing need of the Borrower;

(b) Advances for investment purposes, other than to make loans permitted by the Guarantee Authority, will not be requested by the Borrower or approved by RUS; and

(c) all interest earned on any lawful and permitted investment of Advances, other than loans permitted by the Guarantee Authority to be made, in excess of the interest accrued on such Advances, the fee payable under paragraph 9 of the Bond accrued on such Advances, and the guarantee fee payable on such Advances under article IV of the Bond Guarantee Agreement, will be remitted to FFB.

Section 7.3 Conditions to Making Advances.

FFB shall be under no obligation to make any Advance under the Bond unless and until each of the conditions specified in this section 7.3 is satisfied.

7.3.1 Advance Requests. For each Advance, the Borrower shall have delivered to RUS, for review and approval before being forwarded to FFB, an Advance Request, which Advance Request:

(a) shall specify, among other things:

(1) the particular "Bond Identifier" that FFB assigned to this Bond (as provided in section 5.1 of this Agreement);

(2) the particular amount of funds that the Borrower requests to be advanced (such amount being the "Requested Advance Amount" for the respective Advance);

(3) the particular calendar date that the Borrower requests to be the date on which the respective Advance is to be made (such date being the "Requested Advance Date" for such Advance), which date must be a Business Day;

(4) the particular bank account to which the Borrower requests that the respective Advance be made;

(5) the particular calendar date that the Borrower selects to be the date on which the respective Advance is to mature (such date being the "Maturity Date" for such Advance), which date must meet all of the following criteria:

(A) the Maturity Date for the respective Advance must be a "Payment Date" (as that term is defined in paragraph 7 of the Bond);

(B) the Maturity Date for the respective Advance may not be a date that will occur after the thirtieth anniversary of the Requested Advance Date specified in the respective Advance Request;

(C) the Maturity Date for the respective Advance may not be a date that will occur after the particular date specified on page 1 of the Bond as being the "Final Maturity Date"; and

(D) the period of time between the Requested Advance Date for the respective Advance and the Maturity Date for such Advance may not be less than the period from the Requested Advance Date (if such date is

a Payment Date) or the Payment Date immediately following the Requested Advance Date (if the Requested Advance Date is not a Payment Date) to the next Payment Date;

(6) the particular method for the repayment of principal of the respective Advance that the Borrower elects to apply to such Advance from among the three principal repayment methods described in paragraph 8(b) of the Bond; and

(7) with respect to each Advance for which the Borrower selects a Maturity Date that will occur on or after the fifth anniversary of the Requested Advance Date specified in the respective Advance Request, the particular prepayment/ refinancing privilege that the Borrower elects to apply to the respective Advance (i.e. either the Market Value Prepayment/ Refinancing Privilege described in section 11.2 of this Agreement or the Fixed Premium Prepayment/Refinancing Privilege described in section 11.3 of this Agreement); and

(b) shall have been duly executed by an official of the Borrower whose name and signature appear on the Certificate Specifying Authorized Borrower Officials delivered by the Borrower to FFB pursuant to section 3.2.3 of this Agreement; and

(c) shall have been received by FFB not later than the third Business Day before the Requested Advance Date specified in such Advance Request.

7.3.2 Advance Request Approval Notice. For each Advance, RUS shall have delivered to FFB the Borrower's executed Advance Request, together with RUS's executed Advance Request Approval Notice, which Advance Request Approval Notice:

(a) shall have been duly executed on behalf of RUS by an official of RUS whose name and signature appear on the Certificate Specifying Authorized RUS Officials delivered to FFB pursuant to section 3.3.3 of this Agreement; and

(b) shall have been received by FFB not later than the third Business Day before the Requested Advance Date specified in such Advance Request.

7.3.3 Telephonic Confirmation of Authenticity of Advance Request Approval Notices. For each Advance, FFB shall have obtained telephonic confirmation of the authenticity of the related Advance Request Approval Notice from an official of RUS (a) whose name, title, and telephone number appear on the Certificate Specifying Authorized RUS Officials that has been delivered by RUS to FFB pursuant to section 3.3.3 of this Agreement; and (b) who is not the same official of RUS who executed the Advance Request Approval Notice on behalf of RUS.

7.3.4 Bond Maximum Principal Amount Limit. At the time of making any Advance under the Bond, the amount of such Advance, when added to the aggregate amount of all Advances previously made under the Bond, shall not exceed the maximum principal amount of the Bond.

7.3.5 Conditions Specified in Other Agreement. Each of the conditions specified in the Bond Guarantee Agreement as being conditions to making Advances under the Bond shall have been satisfied or waived in writing.

Section 7.4 Amount and Timing of Advances.

FFB shall make each Advance in the Requested Advance Amount specified in the respective Advance Request and on the Requested Advance Date specified in the respective Advance Request, subject to satisfaction of the conditions specified in section 7.3 of this Agreement and subject to the following additional limitations:

(a) in the event that the Requested Advance Date specified in the respective Advance Request is not a Business Day, FFB shall make the respective Advance on the first day thereafter that is a Business Day;

(b) in the event that the respective Advance Request and the related Advance Request Approval Notice are not received by FFB on or before the third Business Day before the Requested Advance Date specified in such Advance Request, FFB shall make the respective Advance as soon as practicable thereafter, but in any event not later than the

third Business Day after the date on which the Requested Advance Date and the related Advance Request Approval Notice are received by FFB, unless the Borrower delivers to FFB and RUS a written cancellation of such Advance Request or a replacement Advance Request specifying a Requested Advance Date later than the expiration of the applicable advance notice period; and

(c) in the event that an Uncontrollable Cause prevents FFB from making the respective Advance on the Requested Advance Date specified in the respective Advance Request, FFB shall make such Advance as soon as such Uncontrollable Cause ceases to prevent FFB from making such Advance, unless the Borrower delivers to FFB and RUS a written cancellation of such Advance Request or a replacement Advance Request specifying a Requested Advance Date later than when such Uncontrollable Cause ceases to prevent FFB from making such Advance.

Section 7.5 Type of Funds and Means of Advance.

Each Advance shall be made in immediately available funds by electronic funds transfer to such bank account(s) as shall have been specified in the respective Advance Request.

Section 7.6 Interest Rate Applicable to Advances.

7.6.1 Initial Rate Determinations. The rate of interest applicable to each Advance made under the Bond shall be established as provided in paragraph 6 of the Bond, subject to section 7.6.2 of this Agreement.

7.6.2 Rate Re-determinations. In the event the Borrower elects to extend the maturity of all or any portion of the outstanding principal amount of any Advance, as provided in paragraph 15 of the Bond, or to refinance all or any portion of the outstanding principal amount of any Advance, as provided in paragraph 17 of the Bond, then the rate of interest applicable to the outstanding principal amount of such Advance shall be re-determined by FFB in accordance with the terms of paragraph 15 or 17 of the Bond, as the case may be.

Section 7.7 Interest Rate Confirmation Notices.

7.7.1 Initial Rates. After making each Advance, FFB shall deliver, by facsimile transmission, to the Borrower and RUS written confirmation of the making of the respective Advance, which confirmation shall:

(a) state the date on which such Advance was made;

(b) state the interest rate applicable to such Advance; and

(c) assign an Advance Identifier to such Advance for use by the Borrower and RUS in all communications to FFB making reference to such Advance.

7.7.2 Re-determined Rates. In the event that the rate of interest applicable to the outstanding principal amount of any Advance is re-determined as provided in section 7.6.2. of this Agreement, FFB shall deliver, by facsimile transmission, to the Borrower and RUS written confirmation of the re-determination of such interest rate, which confirmation shall state the date on which the applicable interest rate was re-determined for such Advance and the re-determined interest rate.

Section 7.8 Borrower's Agreement.

The Borrower hereby agrees that each Advance made by FFB in accordance with an RUS-approved Advance Request delivered to FFB shall reduce, by the amount of the respective Advance made, FFB's remaining commitment in section 7.1 of this Agreement to make Advances under the Bond.

ARTICLE 8

REPRESENTATIONS AND WARRANTIES BY THE BORROWER

The Borrower makes to FFB each of the representations and warranties made by the Borrower to RUS in paragraphs (a), (b), (c), (d), (e), (f), (g), and (j) of section 8.2 of the Bond Guarantee Agreement, and each of those representations and

warranties of the Borrower are incorporated herein by reference as if set out in full herein.

ARTICLE 9

BILLING BY FFB

Section 9.1 Billing Statements to the Borrower and RUS.

After making each Advance, FFB shall prepare a billing statement detailing the amounts owed on the respective Advance and when such amounts are due. FFB shall deliver, by facsimile transmission, each such billing statement to the Borrower and RUS.

Section 9.2 Failure to Deliver or Receive Billing Statements No Release.

Failure on the part of FFB to deliver any billing statement or failure on the part of the Borrower or RUS to receive any billing statement shall not, however, relieve the Borrower of any of its payment obligations under the Bond or this Agreement or relieve RUS from any of its payment obligations under the RUS Guarantee or this Agreement.

Section 9.3 FFB Billing Determinations Conclusive.

9.3.1 Acknowledgment and Consent. The Borrower and RUS each acknowledge that FFB has described to it the rounding methodology employed by FFB in calculating the amount of accrued interest owed at any time on the Bond, and the Borrower and RUS each consent to this methodology.

9.3.2 Agreement. The Borrower and RUS each agree that any and all determinations made by FFB shall be conclusive and binding upon the Borrower and RUS with respect to the amount of accrued interest owed on the Bond determined using this rounding methodology.

ARTICLE 10**PAYMENTS TO FFB AND RUS****Section 10.1 Manner and Timing of Payment.**

Each amount that becomes due and owing on the Bond purchased under this Agreement shall be paid when and as due, as provided in the Bond.

Section 10.2 Application of Payments.

10.2.1 Priority of Payments. Each payment made on the Bond shall be applied, first, to the payment of Late Charges (if any) payable under paragraphs 11 and 18 of the Bond, then to the payment of premiums (if any) payable under paragraphs 16 and 17 of the Bond, then to the payment of unpaid accrued interest, then on account of outstanding principal, and then to the payment of the fee payable under paragraph 9 of the Bond.

10.2.2 Agreement between FFB and RUS. RUS agrees to transfer to FFB payments received by RUS under the Bond in such amounts as may be necessary to conform with the priority of payment requirements contained in section 10.2.1 of this Agreement.

ARTICLE 11**BORROWER'S PRIVILEGES TO PREPAY OR REFINANCE ADVANCES****Section 11.1 Automatic Application or Required Election.**

The prepayment/refinancing privilege described in section 11.2 of this Agreement shall apply automatically to each Advance that has a Maturity Date that will occur before the fifth anniversary of the Requested Advance Date specified in the respective Advance Request. With respect to each Advance for which the Borrower has selected a Maturity Date that will occur on or after the fifth anniversary of the Requested Advance Date specified in the respective Advance Request, the Borrower must elect, at the time of requesting the respective Advance, the particular prepayment/refinancing privilege that is to apply to

such Advance from between the options described in sections 11.2 and 11.3 of this Agreement.

Section 11.2 "Market Value Prepayment/Refinancing Privilege".

If the prepayment/refinancing privilege described in this section 11.2 applies to an Advance (such privilege being the "Market Value Prepayment/Refinancing Privilege"), the Borrower shall have the privilege to prepay such Advance (as provided in paragraph 16 of the Bond) or to refinance such Advance (as provided in paragraph 17 of the Bond) at a prepayment or refinancing price that will include, in either case, a premium (or discount credit) equal to the difference between:

(a) the price for such Advance that would, if such Advance (including all unpaid interest accrued thereon through the date of prepayment or refinancing, as the case may be) were purchased by a third party and held to the "Maturity Date" applicable to the Advance, produce a yield to the third-party purchaser for the period from the date of purchase to such Maturity Date substantially equal to the interest rate that would be set on a loan from the Secretary of the Treasury to FFB to purchase an obligation having a payment schedule identical to the payment schedule of such Advance for the period from the date of prepayment or refinancing, as the case may be, to such Maturity Date; and

(b) the sum of:

(1) the outstanding principal amount of such Advance on the date of prepayment or refinancing, as the case may be; and

(2) all unpaid interest accrued on such Advance through the date of prepayment or refinancing, as the case may be,

(the difference between the price described in paragraph (a) of this section 11.2 and the sum of the amounts described in paragraph (b) of this section 11.2 being the "Market Value Premium (or Discount)"; if the price described in paragraph (a) is greater than the sum of the amounts described in paragraph (b), that difference is the premium; if the price described in paragraph (a) is less than the sum of the amounts

described in paragraph (b), that difference is the discount credit). The price described in paragraph (a) of this section 11.2 shall be calculated by the United States Department of the Treasury as of the close of business on the second Business Day before the date of prepayment or refinancing, as the case may be, using standard calculation methods of the United States Department of the Treasury. FFB shall provide the Borrower and RUS with written notice of the price described in paragraph (a) of this section 11.2 promptly upon completing the calculation.

Section 11.3 "Fixed Premium Prepayment/Refinancing Privilege".

11.3.1 Required Election and Selection. If the prepayment/refinancing privilege described in this section 11.3 applies to such Advance (such privilege being the "Fixed Premium Prepayment/Refinancing Privilege"), the Borrower shall have the privilege to prepay such Advance (as provided in paragraph 16 of the Bond) or to refinance such Advance (as provided in paragraph 17 of the Bond) at a prepayment or refinancing price that will include, in either case, a fixed premium determined by FFB at the time of such prepayment or refinancing, based on both the no-call period election described in section 11.3.2 of this Agreement and the premium selection described in section 11.3.3 of this Agreement made by the Borrower at the time of requesting such Advance.

11.3.2 "No-Call Period Election". First, the Borrower must elect whether or not the Fixed Premium Prepayment/ Refinancing Privilege that is to apply to the respective Advance shall include a 5-year period during which such Advance shall not be eligible for any prepayment or refinancing (such time period being a "No-Call Period"). The options are:

(a) "yes" -- the Borrower elects to have the Fixed Premium Prepayment/ Refinancing Privilege include a 5-year No-Call Period, i.e., the Borrower shall have the privilege to prepay the respective Advance (as provided in paragraph 16 of the Bond) or to refinance such Advance (as provided in paragraph 17 of the Bond) on or after (but not before):

(1) the fifth anniversary of the Requested Advance Date for such Advance (if such fifth anniversary date is a Payment Date); or

(2) the first Payment Date to occur after the fifth anniversary of the Requested Advance Date for such Advance (if such fifth anniversary date is not a Payment Date),

(in either case, such date being the "First Call Date" for such Advance); or

(b) "no" -- the Borrower elects to have the Fixed Premium Prepayment/Refinancing Privilege not include a 5-year No-Call Period, i.e., the Borrower shall have the privilege to prepay the respective Advance (as provided in paragraph 16 of the Bond) or to refinance such Advance (as provided in paragraph 17 of the Bond) on any Business Day.

11.3.3 "Premium Selection". Second, the Borrower must select the particular fixed premium that will be required in connection with any prepayment or refinancing of the respective Advance. The options are:

(a) "10 percent premium declining over 10 years" -- the price for any prepayment or refinancing of the respective Advance shall include a premium equal to 10 percent of the amount of principal being prepaid or refinanced, as the case may be, multiplied by a fraction:

(1) the numerator of which is the number of Payment Dates that occur between:

(A) in the case of a prepayment, the date of prepayment (if such date is a Payment Date) or the Payment Date immediately preceding the date of prepayment (if the date of prepayment is not a Payment Date), and, in the case of a refinancing, the date of refinancing, which date, in either case, shall be included in computing the number of Payment Dates; and

(B) the tenth anniversary of the applicable First Call Date (if the Borrower elected to have the prepayment/refinancing privilege include a 5-year No-Call Period) or the tenth anniversary of the Requested Advance Date (if the Borrower elected to have the prepayment/refinancing privilege not include a 5-year No-Call Period), which date, in either case, shall be excluded in computing the number of Payment Dates; and

(2) the denominator of which is 40,

and no premium on or after the tenth anniversary of the applicable First Call Date (if the Borrower elected to have the prepayment/refinancing privilege include a 5-year No-Call Period) or the tenth anniversary of the Requested Advance Date (if the Borrower elected to have the prepayment/refinancing privilege not include a 5-year No-Call Period);

(b) "5 percent premium declining over 5 years" -- the price for any prepayment or refinancing of the respective Advance shall include a premium equal to 5 percent of the amount of principal being prepaid or refinanced, as the case may be, multiplied by a fraction:

(1) the numerator of which is the number of Payment Dates that occur between:

(A) in the case of a prepayment, the date of prepayment (if such date is a Payment Date) or the Payment Date immediately preceding the date of prepayment (if the date of prepayment is not a Payment Date), and, in the case of a refinancing, the date of refinancing, which date, in either case, shall be included in computing the number of Payment Dates; and

(B) the fifth anniversary of the applicable First Call Date (if the Borrower elected to have the prepayment/refinancing privilege include a 5-year No-Call Period) or the fifth anniversary of the Requested

Advance Date (if the Borrower elected to have the prepayment/refinancing privilege not include a 5-year No-Call Period), which date, in either case, shall be excluded in computing the number of Payment Dates; and

(2) the denominator of which is 20,

and no premium on or after the fifth anniversary of the applicable First Call Date (if the Borrower elected to have the prepayment/refinancing privilege include a 5-year No-Call Period) or the fifth anniversary of the Requested Advance Date (if the Borrower elected to have the prepayment/refinancing privilege not include a 5-year No-Call Period); or

(c) "par" -- the price for any prepayment or refinancing of the respective Advance shall include no premium.

11.3.4 Standard for Calculating FFB Financing Options Fee for Fixed-Premium Prepayment/Refinancing Privilege. The fee assessed by FFB and payable by the Borrower to have the Fixed-Premium Prepayment/Refinancing Privilege described in this section 11.3 to apply to any Advance (such fee being an "FFB Financing Options Fee") shall be established on the basis of the determination made by FFB described in paragraph 6(d) of the Bond.

11.3.5 Calculation and Notification of FFB Financing Options Fee for Fixed-Premium Prepayment/Refinancing Privilege. FFB shall make the determination described in section 11.3.4 of this Agreement for each Advance to which the Borrower has elected to have the Fixed-Premium Prepayment/Refinancing Privilege apply, at the time of the establishment of the particular basic interest rate that is to apply to the respective Advance. After making such determination for each Advance, FFB shall notify the Borrower and RUS of the particular FFB Financing Options Fee (expressed in terms of a basis point increment) that is assessed by FFB and payable by such Borrower for such Fixed-Premium Prepayment/Refinancing Privilege in the particular interest rate confirmation notice relating to such Advance to be delivered by FFB in accordance with section 7.7 of this Agreement.

Section 11.4 New Notices and Billing Statements After Refinancings.

In the event of a refinancing of any Advance, FFB shall provide the Borrower and RUS with a new interest rate confirmation notice and a new billing statement reflecting the new interest rate applicable to such Advance.

ARTICLE 12**BOND SERVICING AND RELATED DUTIES AND RIGHTS****Section 12.1 Custody of Bond.**

Subject to section 15.4 of this Agreement, RUS shall have custody, as agent for FFB, of the original Bond that has been purchased by FFB under this Agreement until all amounts that are owed under the Bond have been paid in full or until such time as actual possession of the original Bond has been requested by FFB. If FFB requests RUS for actual possession of the original Bond, RUS shall promptly deliver the original Bond to FFB.

Section 12.2 RUS Duties as Bond Servicer and Guarantor.

12.2.1 Bond Servicing To Be Performed by RUS. Bond servicing shall be performed by RUS, as agent for FFB, for so long as FFB shall be the Holder of the Bond. Payment by FFB for RUS's servicing of the Bond shall be made in accordance with section 12.3 hereof.

12.2.2 Bond Servicing Duties. As a part of servicing the Bond, RUS shall:

(a) serve as principal point of contact for the Borrower with respect to any questions that the Borrower may have about its borrowings from FFB;

(b) hold, as agent for FFB, the original Bond in accordance with the terms of section 12.1 hereof;

(c) prepare and deliver to the Borrower billing statements, which billing statements shall reflect the terms of the billing statements prepared by FFB and delivered to RUS showing amounts owed with respect to each Advance made under the Bond;

(d) collect, as agent for FFB, all amounts paid by the Borrower under the Bond; and

(e) turn over to FFB all amounts collected under clause (d) of this section 12.2.2 when and as due under the Bond.

Section 12.3 Bond Servicing Fee.

RUS shall be compensated for performing the bond servicing described in this article 12 by deducting from the fee assessed by FFB under paragraph 9 of the Bond and collected by RUS an amount equal to the cost to RUS, as determined by RUS, of performing the bond servicing, provided, however, that the cost to RUS of performing bond servicing for any time period shall not exceed the fee assessed by FFB under paragraph 9 of the Bond for the same time period.

Section 12.4 Liability and Rights of RUS as Guarantor.

12.4.1 Liability as Guarantor. If the Bond is in payment default, RUS shall be liable to FFB in accordance with the terms of the RUS Guarantee, without regard to the sufficiency of the security or the remedies RUS may enforce against the Borrower.

12.4.2 Rights as Guarantor. In consideration of the RUS Guarantee, RUS shall have the sole authority (vis-a-vis FFB), if the Bond is in payment default, in respect of acceleration of the Bond, the exercise of other available remedies, and the disposition of sums or property recovered.

Section 12.5 Bond Payments Made by RUS.

12.5.1 General. RUS and FFB understand and agree that RUS, in its combined capacity as both bond servicer and guarantor of the Bond, shall pay to FFB all amounts due and owing under the Bond, when and as those amounts are due and payable under the terms of the Bond.

(a) Bond Servicing Payments. As bond servicer, RUS shall make payments by turning over to FFB, when and as due under the Bond, all amounts that have been collected by RUS under section 12.2.2(d) of this Agreement.

(b) Bond Guarantee Payments. As guarantor, RUS shall pay to FFB, when and as due under the Bond, the difference, if any, between the amounts that are owed to FFB under the terms of the Bond and the amounts that have been collected under section 12.2.2(d) of this Agreement.

12.5.2 RUS Payments To Be Made by Book Transfer. RUS shall make each payment under section 12.5.1 of this Agreement by internal transfer of funds on the books of the United States Department of the Treasury from the account of RUS to the account of FFB specified by FFB from time to time.

12.5.3 Late Charges. Subject to section 12.5.4 of this Agreement, in the event that RUS shall fail to make any payment under section 12.5.1 of this Agreement when and as that payment by RUS to FFB is due (any such amount being then an "Overdue Amount"), the amount payable shall be that Overdue Amount with interest thereon (such interest being the "Late Charge"). The Late Charge shall accrue from the scheduled date of payment for the Overdue Amount (taking into account any Business Day adjustments under the Bond) to the actual date on which payment is made. The Late Charge applicable to RUS shall be calculated in the same manner as Late Charges applicable to the Borrower are calculated under the Bond.

12.5.4 Uncontrollable Cause. In the event that RUS is prevented by an Uncontrollable Cause from making any payment under section 12.5.1 of this Agreement at the time or in the manner as RUS is required to make that payment, then RUS shall make that payment as soon as the respective Uncontrollable Cause ceases to prevent RUS from making that payment. The amount that is then due and owing that is not paid due to an Uncontrollable Cause for RUS shall bear interest at the 91-day loan rate then established by FFB based on a determination made by the Secretary of the Treasury pursuant to section 6(b) of the FFB Act, such rate being subject to re-determination at 91-day intervals if the amount due and owing is not paid.

12.5.5 No Modification of Times for Payment. Nothing in section 12.5.3 or section 12.5.4 of this Agreement shall be construed as permitting or implying that RUS may, without the prior written consent of

FFB, modify, extend, alter, or affect in any manner whatsoever (except as explicitly provided herein) the right of FFB to receive any and all payments on account of the Bond when and as due under the Bond.

12.5.6 Bond Assignment upon Payment in Full. Upon payment by RUS to FFB of all amounts required to be paid by RUS to FFB under section 12.5.1 of this Agreement with respect to the Bond , FFB shall assign and transfer to RUS all rights held by FFB in that Bond.

ARTICLE 13

AGREEMENTS AND OTHER RIGHTS OF RUS

Section 13.1 Delivery of Replacement Certificates Specifying Authorized RUS Officials.

13.1.1 Annual Replacement Certificates. Promptly after the commencement of each fiscal year, RUS shall deliver to FFB a Certificate Specifying Authorized RUS Officials, updated as appropriate, in replacement of the original such certificate delivered pursuant to section 4.2(d) hereof.

13.1.2 Replacement Certificates within any Fiscal Year. RUS may at any time within any fiscal year deliver to FFB a revised Certificate Specifying Authorized RUS Officials, updated as appropriate, in replacement of the annual certificate delivered pursuant to section 13.1.1 hereof.

Section 13.2 Certain Agreements of RUS and FFB.

13.2.1 Agent for Compliance Purposes. In the event that FFB shall become subject to any duties under any applicable law or regulation solely because of its providing or having provided financing under the Bond, RUS shall serve as agent for FFB to the fullest extent permitted under that law or regulation in connection with satisfying the requirements of that law or regulation.

13.2.2 RUS's Agreement Regarding Its Appointment as Agent for FFB. Recognizing the legitimate needs of FFB to ensure that RUS, as compliance agent for FFB, has performed all duties to which FFB becomes subject under any applicable law or regulation solely because of providing or having provided financing under the Bond, and with RUS and

FFB expressing their intent to cooperate in connection with the exchange of information related thereto, RUS agrees:

(a) to deliver to representatives of FFB or its designate, when requested to do so by FFB or its designate, actual possession of the original of any certificate, report, document, or paper collected or prepared by RUS, as compliance agent for FFB; or

(b) at the option of FFB, to permit representatives of FFB or its designate, during reasonable business hours, to have access to, and to inspect and make copies of, any and all certificates, reports, documents, or papers collected or prepared by RUS, as compliance agent for FFB.

13.2.3 Litigation Cooperation. When requested to do so by FFB, RUS shall cooperate with FFB in the prosecution or defense of any litigation that FFB may institute against any Person other than RUS or to which FFB is named as a party, as the case may be, arising out of FFB providing or having provided financing under the Bond.

Section 13.3 Reimbursement

13.3.1 RUS's Agreement to Reimburse. To the extent permitted by applicable law and subject to the availability of funds, RUS agrees to reimburse FFB (but not any successor, assignee or transferee of FFB) for any and all liabilities, losses, costs, or expenses of any nature that may be imposed upon, incurred by, or asserted against FFB by any Person other than RUS in any way relating to or arising out of FFB providing or having provided financing under the Bond, but specifically excluding any liability, loss, cost or expense relating to or arising out of any sale, assignment, or other transfer by FFB, pursuant to section 15.4 hereof, of all or any part of the Bond.

13.3.2 RUS's Agreement to Seek Appropriations. In the event that no funds are available to RUS at the time that RUS needs funds to reimburse FFB as contemplated by section 13.3.1 hereof, RUS agrees that it will diligently seek to obtain additional appropriations for that purpose.

13.3.3 FFB's Agreement to Deliver Notice. Solely for the purpose of assisting RUS in mitigating the extent of any reimbursement contemplated by section 13.3.1 hereof, FFB agrees that it will deliver notice to RUS of any and all liabilities, losses, costs, or expenses imposed upon, incurred by, or asserted against FFB promptly after FFB has actual knowledge of the imposition, incurrence, or assertion of such liability, loss, cost, or expense.

Section 13.4 Effect of RUS's Nonperformance.

In the event that RUS shall fail to fulfill any of its agreements in this article 13, FFB shall nevertheless continue to make Advances under the Bond before the date of the respective failure.

Section 13.5 Right of RUS to Purchase Advances and Bonds.

13.5.1 RUS's Right. Notwithstanding the provisions of the Bond, RUS may purchase from FFB all or any portion of any Advance that has been made under the Bond, or may purchase from FFB the Bond in its entirety, in either case in the same manner, at the same price, and subject to the same limitations as shall be applicable, under the terms of the Bond, to a prepayment by the Borrower of all or any portion of any Advance that has been made under the Bond, or a prepayment by the Borrower of the Bond in its entirety, as the case may be.

13.5.2 Borrower's Acknowledgement of RUS's Right. Notwithstanding the provisions of the Bond, the Borrower acknowledges that RUS may purchase from FFB all or any portion of any Advance that has been made under the Bond, or may purchase from FFB the Bond in its entirety, in the same manner, at the same price, and subject to the same limitations as shall be applicable, under the terms of the Bond, to a prepayment by the Borrower of all or any portion of any Advance made under the Bond, or a prepayment by the Borrower of the Bond in its entirety, as the case may be.

ARTICLE 14

EFFECTIVE DATE, TERM, SURVIVAL

Section 14.1 Effective Date.

This Agreement shall be effective as of the date first above written.

Section 14.2 Term of Commitment to Make Advances.

The obligation of FFB under this Agreement to make Advances under the Bond issued by the Borrower shall expire on the "Last Day for an Advance" specified in the Bond.

Section 14.3 Survival.

14.3.1 Representations, Warranties, and Certifications. All representations, warranties, and certifications made by the Borrower in this Agreement, or in any agreement, instrument, or certificate delivered pursuant hereto, shall survive the execution and delivery of this Agreement, the purchasing of the Bond hereunder, and the making of Advances thereunder.

14.3.2 Remainder of Agreement. Notwithstanding the occurrence and passage of the Last Day for an Advance, the remainder of this Agreement shall remain in full force and effect until all amounts owed under this Agreement and the Bond purchased by FFB under this Agreement have been paid in full.

ARTICLE 15

MISCELLANEOUS

Section 15.1 Notices.

15.1.1 Addresses of the Parties. All notices and other communications hereunder or under the Bond to be made to any party shall be in writing and shall be addressed as follows:

To FFB:

Federal Financing Bank
Main Treasury Building
1500 Pennsylvania Avenue, NW
Washington, DC 20220

Attention: Director of Lending

Telephone No. (202) 622-2470
Facsimile No. (202) 622-0707

To the Borrower:

National Rural Utilities Cooperative
Finance Corporation
20701 Cooperative Way

Dulles, VA 20166

Attention: Chief Financial Officer

Telephone: (703) 467-1628

Facsimile: (703) 467-5178

with a copy to:

National Rural Utilities Cooperative

Finance Corporation

20701 Cooperative Way

Dulles, VA 20166

Attention: General Counsel

Telephone: (703) 467-1782

Facsimile: (703) 467-5651

To RUS:

Office of the Assistant Administrator, Electric Program

Rural Utilities Service

U.S. Department of Agriculture

Mail Stop 1560

1400 Independence Avenue, SW

Washington, DC 20250

Attention: Amy McWilliams, Program Advisor

Telephone: (202) 205-8663

Facsimile: (844) 749-0736

The address, telephone number, or facsimile number for any party may be changed at any time and from time to time upon written notice given by such changing party to each other party hereto.

15.1.2 Permitted Means of Delivery. A properly addressed Advance Request, Advance Request Approval Notice, other notice, or other communication to FFB shall be deemed to have been delivered if it is sent by facsimile (fax) transmission. A properly addressed notice or other communication to the Borrower shall be deemed to have been delivered if it is sent by facsimile (fax) transmission. A

properly addressed Advance Request, notice, or other communication to RUS shall be deemed to have been delivered if it is sent by facsimile (fax) transmission, provided that RUS shall receive the original of such faxed Advance Request, notice, or other communication within 5 Business Days.

15.1.3 Effective Date of Delivery. A properly addressed notice or other communication shall be deemed to have been "delivered" for purposes of this Agreement:

(a) if made by personal delivery, on the date of such personal delivery;

(b) if mailed by first class mail, registered or certified mail, express mail, or by any commercial overnight courier service, on the date that such mailing is received;

(c) if sent by facsimile (fax) transmission:

(1) if the transmission is received and receipt confirmed before 4:00 p.m. (Washington, DC, time) on any Business Day, on the date of such transmission; and

(2) if the transmission is received and receipt confirmed after 4:00 p.m. (Washington, DC, time) on any Business Day or any day that is not a Business Day, on the next Business Day.

15.1.4 Notices to FFB to Contain FFB Identification References. All notices to FFB making any reference to either the Bond or any Advance made thereunder shall identify the Bond or such Advance by the Bond Identifier or the respective Advance Identifier, as the case may be, assigned by FFB to the Bond or such Advance.

Section 15.2 Amendments.

15.2.1 This Agreement. No provision of this Agreement may be amended, modified, supplemented, waived, discharged, or terminated orally but only by an instrument in writing duly executed by each of the parties hereto.

15.2.2 Bond Guarantee Agreement. RUS and the Borrower agree that they will not enter into any amendment,

modification, or waiver of section 9.9 of the Bond Guarantee Agreement, or the consequences of a breach thereof, without the prior written consent of FFB.

Section 15.3 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of each of FFB, the Borrower, and RUS, and each of their respective successors and assigns.

Section 15.4 Sale or Assignment of Bond.

15.4.1 Sale or Assignment Permitted. Subject to the agreement in the immediately following sentence, FFB may sell, assign, or otherwise transfer all or any part of the Bond or any participation share thereof. FFB agrees not to sell, assign, or otherwise transfer all or any part of the Bond or all or any part of the right to receive the principal of and interest on the Bond or any participation share thereof to a purchaser, assignee, or transferee that is not an agency or instrumentality of the United States or a trust fund or other government account under the authority or control of the United States or any officer or officers thereof until such time as FFB and RUS have agreed upon mutually satisfactory arrangements for the servicing of the right to receive principal and interest payments on the Bond or Bonds and for making claims under the RUS Guarantee when FFB is not the Holder.

15.4.2 Notice of Sale, Etc. FFB will deliver to the Borrower and RUS written notice of any sale, assignment, or other transfer of the Bond promptly after any such sale, assignment, or other transfer.

15.4.3 Manner of Payment after Sale. Any sale, assignment, or other transfer of all or any part of the Bond may provide that, following such sale, assignment, or other transfer, payments on the Bond, with the exception of the fee described in paragraph 9 of the Bond, shall be made in the manner specified by the respective purchaser, assignee, or transferee, as the case may be. Payments of the fee described in paragraph 9 of the Bond shall be made in the manner specified by FFB in the written notice of the sale, assignment, or other transfer delivered by FFB to the Borrower and RUS as provided in section 15.4.2 of this Agreement.

15.4.4 Replacement Bonds.

(a) Borrower's Agreement. The Borrower agrees:

(1) to issue a replacement Bond or Bonds with the same aggregate principal amount, interest rate, maturity, and other terms as each respective Bond or Bonds sold, assigned, or transferred pursuant to section 15.4.1 of this Agreement; provided, however, that, when requested by the respective purchaser, assignee, or transferee, such replacement Bond or Bonds shall provide that payments thereunder shall be made in the manner specified by such purchaser, assignee, or transferee; and provided, further, however, that upon delivery of such replacement Bond, the Borrower shall be released and discharged from any further liability on account of the sold, assigned, or transferred Bond; and provided, further, however, that the Bond being replaced shall be surrendered to the Borrower for cancellation; and

(2) to effect the change in ownership on its records and on the face of each such replacement Bond issued, upon receipt of each Bond or Bonds so sold, assigned, or transferred.

(b) RUS's Agreement. If FFB elects to sell, assign, or transfer all or any part of the Bond or any participation share thereof, and if the respective purchaser, assignee, or transferee requests the Borrower to issue a replacement Bond or Bonds as provided in section 15.4.4(a) of this Agreement, RUS agrees that it will, upon the written request of FFB, execute and deliver an RUS Guarantee of the replacement Bond in replacement of the RUS Guarantee of the sold, assigned, or transferred Bond.

(c) FFB's Agreement. FFB agrees that, upon delivery by RUS of a replacement RUS Guarantee as provided in section 15.4.4(b) of this Agreement, RUS shall be released and discharged from any further liability on account of the RUS Guarantee of the sold, assigned, or transferred Bond.

Section 15.5 Forbearance Not a Waiver.

Any forbearance on the part of FFB from enforcing any term or condition of this Agreement shall not be construed to be a waiver of such term or condition or acquiescence by FFB in any failure on the part of Borrower to comply with or satisfy such term or condition.

Section 15.6 Rights Confined to Parties.

Nothing expressed or implied herein is intended or shall be construed to confer upon, or to give to, any Person other than FFB, the Borrower, and RUS, and their respective successors and permitted assigns, any right, remedy, or claim under or by reason of this Agreement or of any term, covenant, or condition hereof, and all of the terms, covenants, conditions, promises, and agreements contained herein shall be for the sole and exclusive benefit of FFB, the Borrower, and RUS, and their respective successors and permitted assigns.

Section 15.7 Governing Law.

This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the United States of America and not the law of the several States.

Section 15.8 Severability.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not of itself invalidate or render unenforceable such provision in any other jurisdiction.

Section 15.9 Headings.

The descriptive headings of the various articles, sections, and subsections of this Agreement were formulated and inserted for convenience only and shall not be deemed to affect the meaning or construction of the provisions hereof.

Section 15.10 Counterparts.

This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, FFB, the Borrower, and RUS have each caused this Agreement to be executed as of the day and year first above mentioned.

FEDERAL FINANCING BANK
("FFB")

By: /s/ GARY GRIPPO

Name: Gary Grippo

Title: Vice President and Treasurer

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE CORPORATION
(the "Borrower")

By: /s/ J. ANDREW DON

Name: J. Andrew Don

Title: Governor and
Chief Executive Officer

UNITED STATES OF AMERICA, acting
Through the ADMINISTRATOR of the
RURAL UTILITIES SERVICE
("RUS")

By: /s/ ANDY BERKE

Name: Andy Berke

Title: Administrator

**EXHIBIT A
TO
BOND PURCHASE AGREEMENT**

**FORM
OF
ADVANCE REQUEST**

**ADVANCE REQUEST
(RUS APPROVAL REQUIRED)**

REFER TO RURAL UTILITIES SERVICE (RUS) REGULATIONS AND INSTRUCTIONS FOR A DESCRIPTION OF (1) THE OTHER FORMS AND MATERIALS THAT ARE REQUIRED IN CONNECTION WITH EACH REQUEST FOR AN ADVANCE, AND (2) THE TIME LIMITS FOR SUBMITTING THOSE FORMS AND MATERIALS AND THIS ADVANCE REQUEST TO RUS.

DIRECT ALL QUESTIONS ON HOW TO COMPLETE THIS FORM TO THE ASSIGNED CONTACT OFFICE FOR THE BORROWER:

*Office of the Assistant Administrator, Electric Program
Telephone: (202) 205-8663*

WHEN COMPLETED, DELIVER THIS ORIGINAL FORM (TOGETHER WITH ALL OTHER FORMS AND MATERIAL REQUIRED BY RUS) TO RUS AT THE ADDRESS OF THE CONTACT OFFICE INDICATED BELOW:

*Office of the Assistant Administrator, Electric Program
Rural Utilities Service
U.S. Department of Agriculture
Mail Stop 1560
1400 Independence Avenue, SW
Washington, DC 20250*

*Reference: Section 313A Loan Guarantee Underwriter Program
Attention: Amy McWilliams, Program Advisor*

*Telephone: (202) 205-8663
Facsimile: (844) 749-0736*

ADVANCE REQUEST

Director of Lending
Federal Financing Bank

Reference is made to the following-described Future Advance Bond (the "Bond") payable to the Federal Financing Bank ("FFB"), which is guaranteed by the Rural Utilities Service ("RUS"):

Name of Borrower (the "Borrower"):

National Rural Utilities Cooperative Finance Corporation

FFB Bond Identifier: _____¹

The undersigned, as an authorized officer of the Borrower, hereby requests FFB to make an advance of funds ("this Advance") under, pursuant to, and in accordance with the applicable terms of the Bond.

The undersigned further requests that this Advance be made as follows:

1. Requested Advance Amount: \$ _____²

2. Requested Advance Date: _____³

¹Insert the Bond Identifier that FFB assigned to the Bond (as provided in section 5.1(a)(2) of the Bond Purchase Agreement referred to in the Bond).

²Insert the particular amount of funds that the Borrower requests to be advanced, which amount must satisfy the condition specified in section 7.3.4 of the Bond Purchase Agreement referred to in the Bond.

³Insert the particular calendar date that the Borrower requests to be date on which this Advance is to be made, which date must meet the criteria for Requested Advance Dates specified in section 7.3.1(a)(3) of the Bond Purchase Agreement referred to in the Bond.

3. Wire Instructions:

A. CORRESPONDENT BANK (if any) FOR PAYEE'S BANK:

Name of financial institution _____
Address of financial institution _____
ABA number of financial institution _____

B. PAYEE'S BANK AND ACCOUNT:

Name of financial institution _____
Address of financial institution _____
ABA number of financial institution _____
Account name _____
Account number _____
Taxpayer ID number _____

4. Maturity Date: _____⁴

5. Principal Repayment Method:

[SELECT 1 OF THE FOLLOWING 3 METHODS FOR THE REPAYMENT OF PRINCIPAL.]

"P" for the "equal principal installments" method

"G" for "graduated principal installments" method

⁴ Insert the particular calendar date that the Borrower selects to be the date on which this Advance is to mature, which date must meet all of the criteria for Maturity Dates specified in section 7.3.1(a)(5) of the Bond Purchase Agreement referred to in the Bond.

"L" for the "level debt service" method

6. Prepayment/Refinancing Privilege:

If (and only if) the Borrower selects, as the "Maturity Date" for this Advance, a date that will occur on or after the fifth anniversary of the "Requested Advance Date," then the Borrower must elect 1 of the following 2 alternative prepayment/refinancing privileges.

Alternative Prepayment/Refinancing 5

Privileges:

"M" for the "Market Value Prepayment/
Refinancing Privilege

"F" for the "Fixed Premium Prepayment/
Refinancing Privilege

If (and only if) the Borrower elects the "Fixed Premium Prepayment/Refinancing Privilege," then the Borrower must elect 1 of the following 2 alternative no-call period options.

Alternative No-Call Period Options: 6

"Y" for "yes," if the privilege is
to include a 5-year No-Call Period

"N" for "no," if the privilege is not
to include a 5-year No-Call Period

⁵ Insert in the box "M" if the Borrower elects to have the Market Value Prepayment/Refinancing Privilege apply to this Advance. Insert in the box "F" if the Borrower elects to have a Fixed Premium Prepayment/Refinancing Privilege apply to this Advance.

⁶ Insert in the box "Y" if the Borrower elects to have the Fixed Premium Prepayment/Refinancing Privilege include a 5-year No-Call Period during which this Advance will not be eligible for prepayment or refinancing. Insert in the box "N" if the Borrower elects to have the Fixed Premium Prepayment/Refinancing Privilege not include any 5-year No-Call Period, i.e. this Advance will be eligible for prepayment or refinancing on any Business day.

If (and only if) the Borrower elects the "Fixed Premium Prepayment/Refinancing Privilege, then the borrower must select 1 of the following 3 alternative premium options.

Alternative Premium Options:

⁷

"X" for 10% premium declining over 10 years

"V" for 5% premium declining over 5 years

"P" for par (no premium)

⁷ Insert in the box "X" if the Borrower selects a 10% premium declining over 10 years as the premium option for the Fixed Premium Prepayment/Refinancing Privilege that is to apply to this Advance. Insert in the box "V" if the Borrower selects a 5% premium declining over 5 years as the premium option for the Fixed Premium Prepayment/Refinancing Privilege that is to apply to this Advance. Insert in the box "P" if the Borrower selects par (no premium) as the premium option for the Fixed Premium Prepayment/Refinancing Privilege that is to apply to this Advance.

The undersigned hereby certifies that the authority of the undersigned to execute and deliver this Advance Request on behalf of the Borrower is valid and in full force and effect on the date hereof.

NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION
(the "Borrower")

By: _____

Name: _____

Title: _____

Date: _____

**NOTICE OF RUS APPROVAL OF
ADVANCE REQUEST**

Notice is hereby given to FFB that the preceding Advance Request made by the Borrower identified therein has been approved by RUS for purposes of the Bond identified therein.

<p>FOR ACCOUNTING USE ONLY:</p> <p>RUS Budget Account Number</p> <p>_____</p>

ADMINISTRATOR of the
RURAL UTILITIES SERVICE,
acting through his or her
duly authorized designee

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B
TO
BOND PURCHASE AGREEMENT

FORM
OF
BOND

	Bond Date	<u>December 15, 2022</u>
FOR FFB USE ONLY: Bond Identifier: <u>CFC-0016</u> Purchase Date: <u>December 15, 2022</u>	Place of Issue	<u>Washington, DC</u>
	Last Day for an Advance (¶3)	<u>July 15, 2027</u>
	Maximum Principal Amount (¶4)	<u>\$750,000,000.00</u>
	Final Maturity Date (¶5)	<u>July 15, 2057</u>

**FUTURE ADVANCE BOND
SERIES T**

1. Promise to Pay.

FOR VALUE RECEIVED, NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, a cooperative association existing under the laws of the District of Columbia (the "Borrower," which term includes any successors or assigns) promises to pay the **FEDERAL FINANCING BANK ("FFB")**, a body corporate and instrumentality of the United States of America (FFB, for so long as it shall be the holder of this Bond, and any successor or assignee of FFB, for so long as such successor or assignee shall be the holder of this Bond, being the "Holder"), at the times, in the manner, and with interest at the rates to be established as hereinafter provided, such amounts as may be advanced from time to time by FFB to the Borrower under this Bond (each such amount being an "Advance", and more than one such amount being "Advances").

2. Reference to Certain Agreements.

(a) Bond Purchase Agreement. This Bond is the "Bond" referred to in, and entitled to the benefits of, the Series T Bond Purchase Agreement dated as of even date herewith, made by and among FFB, the Borrower, and the Administrator of the Rural Utilities Service, a Rural Development agency of the United

States Department of Agriculture ("RUS") (such agreement, as it may be amended, supplemented, and restated from time to time in accordance with its terms, being the "Bond Purchase Agreement").

(b) Bond Guarantee Agreement. This Bond is the "Bond" referred to in, and entitled to the benefits of, the Ninth Amended, Restated and Consolidated Bond Guarantee Agreement dated as of December 15, 2022, made between RUS and the Borrower (such agreement, as it may be amended, supplemented, and restated from time to time in accordance with its terms, being the "Bond Guarantee Agreement").

(c) Pledge Agreement. This Bond is the "Bond" referred to in the Ninth Amended, Restated and Consolidated Pledge Agreement dated as of December 15, 2022, made among the Borrower, RUS, and U.S. Bank National Association, a national association (such agreement, as it may be amended, supplemented, and restated from time to time in accordance with its terms, being the "Pledge Agreement").

3. Advances; Advance Requests; RUS Approval Requirement; Last Day for an Advance.

(a) Subject to the terms and conditions of the Bond Purchase Agreement, FFB shall make Advances to the Borrower from time to time under this Bond, in each case upon delivery to FFB of a written request by the Borrower for an Advance under this Bond, in the form of request attached to the Bond Purchase Agreement as Exhibit A thereto (each such request being an "Advance Request") and completed as prescribed in section 7.3.1 of the Bond Purchase Agreement.

(b) To be effective, an Advance Request must first be delivered to RUS for approval and be approved by RUS in writing, and such Advance Request, together with written notification of RUS's approval thereof (each such notification being an "Advance Request Approval Notice"), must be received by FFB consistent with the advance notice requirements prescribed in sections 7.3.1(c) and 7.3.2(b) of the Bond Purchase Agreement.

(c) FFB shall make each requested Advance on the particular calendar date that the Borrower requested in the respective Advance Request to be the date on which the respective Advance is to be made (such date being the "Requested Advance Date" for such Advance), subject to the provisions of the Bond Purchase Agreement describing certain circumstances under which a requested Advance shall be made on a later date; provided, however, that no Advance shall be made under this Bond after the particular date specified on page 1 of this Bond as being the "Last Day for an Advance."

4. Principal Amount of Advances; Maximum Principal Amount.

The principal amount of each Advance shall be the particular dollar amount that the Borrower specified in the respective Advance Request as the "Requested Advance Amount" for the respective Advance; provided, however, that the aggregate principal amount of all Advances made under this Bond shall not exceed the particular amount specified on page 1 of this Bond as being the "Maximum Principal Amount."

5. Maturity Dates for Advances.

Subject to paragraph 15 of this Bond, each Advance shall mature on the particular calendar date that the Borrower selected in the respective Advance Request to be the date on which the respective Advance is to mature (such date being the "Maturity Date" for such Advance), provided that such Maturity Date meets all of the criteria for Maturity Dates prescribed in section 7.3.1(a)(5) of the Bond Purchase Agreement.

6. Computation of Interest on Advances.

(a) Subject to paragraphs 11 and 16 of this Bond, interest on the outstanding principal of each Advance shall accrue from the date on which the respective Advance is made to the date on which such principal is due.

(b) Interest on each Advance shall be computed on the basis of (1) actual days elapsed from (but not including) the date on which the respective Advance is made (for the first payment of interest due under this Bond for such Advance) or the date on which the payment of interest was last due (for all other payments of interest due under this Bond for such Advance), to (and including) the date on which the payment of interest is next due; and (2) a year of 365 days (except in calendar years including February 29, when the basis shall be a 366-day year).

(c) The basic interest rate for each Advance shall be established by FFB, as of the date on which the respective Advance is made, on the basis of the determination made by the Secretary of the Treasury pursuant to section 6(b) of the Federal Financing Bank Act of 1973, as amended (codified at 12 U.S.C. § 2281 et seq.) (the "FFB Act"); provided, however, that the shortest maturity used as the basis for any rate determination shall be the remaining maturity of the most recently auctioned United States Treasury bills having the shortest maturity of all United States Treasury bills then being regularly auctioned.

(d) In the event that (1) the Borrower has selected for any Advance a Maturity Date that will occur on or after the fifth anniversary of the Requested Advance Date for such Advance, and (2) the Borrower has elected for such Advance a prepayment/ refinancing privilege described in section 11.3 of the Bond

Purchase Agreement, then the interest rate for such Advance shall also include a price (expressed in terms of a basis point increment to the applicable basic interest rate) for the particular prepayment/refinancing privilege that the Borrower selected, which price shall be established by FFB on the basis of a determination made by FFB as to the difference between (A) the estimated market yield of a notional obligation if such obligation were to (i) be issued by the Secretary of the Treasury, (ii) have a maturity comparable to the maturity of such Advance, and (iii) include a prepayment and refinancing privilege identical to the particular prepayment/refinancing privilege that the Borrower elected for such Advance, and (B) the estimated market yield of a notional obligation if such obligation were to (i) be issued by the Secretary of the Treasury, (ii) have a maturity comparable to the maturity of such Advance, but (iii) not include such prepayment and refinancing privilege.

7. Payment of Interest; Payment Dates.

Interest accrued on the outstanding principal amount of each Advance shall be due and payable quarterly on January 15, April 15, July 15, and October 15 of each year (each such day being a "Payment Date"), beginning on the first Payment Date to occur after the date on which the respective Advance is made, up through and including the Maturity Date of such Advance; provided, however, that with respect to each Advance that is made in the 30-day period immediately preceding any Payment Date, payments of accrued interest on the outstanding principal amount of the respective Advance shall be due beginning on the second Payment Date to occur after the date on which such Advance is made.

8. Repayment of Principal; Principal Repayment Options.

(a) The principal amount of each Advance shall be payable in quarterly installments, which installments shall be due beginning on the first Payment Date to occur after the date on which the respective Advance is made, and shall be due on each Payment Date to occur thereafter until the principal amount of the respective Advance is repaid in full on or before the particular date specified on page 1 of this Bond as being the "Final Maturity Date" (such date being the "Final Maturity Date"); provided, however, that with respect to each Advance that is made in the 30-day period immediately preceding any Payment Date, principal installments shall be due beginning on the second Payment Date to occur after the date on which the respective Advance is made.

(b) In the respective Advance Request for each Advance, the Borrower must also select a method for the repayment of principal of such Advance from among the following options:

(1) "equal principal installments" -- the amount of each quarterly principal installment shall be substantially equal to the amount of every other quarterly principal installment and shall be sufficient, when added to all other such quarterly installments of equal principal, to repay the principal amount of such Advance in full on the Final Maturity Date (notwithstanding the fact that the Borrower may have selected a Maturity Date for such Advance that will occur before the Final Maturity Date);

(2) "graduated principal installments" -- the amount of each of the first one-third (or nearest number of payments that rounds to one-third) of the total number of quarterly principal installments shall be substantially equal to one-half of the amount of each of the remaining quarterly principal installments, and shall be sufficient, when added to all other such quarterly installments of graduated principal, to repay the principal amount of such Advance in full on the Final Maturity Date (notwithstanding the fact that the Borrower may have selected a Maturity Date for such Advance that will occur before the Final Maturity Date); or

(3) "level debt service" -- the amount of each quarterly payment consisting of a principal installment and accrued interest shall be substantially equal to the amount of every other quarterly payment consisting of a principal installment and accrued interest, and shall be sufficient, when added to all other such level quarterly payments consisting of a principal installment and accrued interest, to repay the principal amount of such Advance in full on the Final Maturity Date (notwithstanding the fact that the Borrower may have selected a Maturity Date for such Advance that will occur before the Final Maturity Date).

(c) For each Advance, the amount of principal that shall be due and payable on each of the dates specified in subparagraph (a) of this paragraph 8 shall be the amount of the principal installment due under a principal repayment schedule for the respective Advance that is computed in accordance with the principles of the particular method for the repayment of principal that is selected by the Borrower for such Advance from among the options described in subparagraph (b) of this paragraph 8. Except at the times described in the immediately following sentence, the method for the repayment of principal that is selected by the Borrower for any Advance, and the resulting principal repayment schedule that is so computed for such Advance, may not be changed. Notwithstanding the foregoing, with respect to each Advance for which the Borrower has selected a Maturity Date that will occur before the Final Maturity Date, the Borrower may change the particular method for the repayment of principal that was selected by the Borrower for the respective Advance from either the "equal principal installments" method or the "graduated principal installments"

method to the "level debt service" method at the time (if ever) that the Borrower elects to extend the maturity of such Advance (as provided in paragraph 15 of this Bond), effective as of the effective date of such maturity extension, or at the time (if ever) that the Borrower elects to refinance the outstanding principal amount of such Advance (as provided in paragraph 18 of this Bond), effective as of the effective date of such refinancing, and the principal repayment schedule for such Advance shall thereupon be newly computed in accordance with the "level debt service" method for the repayment of principal. After the Borrower has selected the Final Maturity Date as the Maturity Date for any Advance, the Borrower may so change the particular method for the repayment of principal of any Advance, and the principal repayment schedule for such Advance shall be so newly computed, only at the time (if ever) that the Borrower elects to refinance the outstanding principal amount of such Advance (as provided in paragraph 18 of this Bond), effective as of the effective date of such refinancing.

(d) With respect to each Advance that has a Maturity Date that will occur before the Final Maturity Date, the entire unpaid principal amount of the respective Advance shall be payable on such Maturity Date, subject to extensions of the maturity of such Advance (as provided in paragraph 15 of this Bond).

(e) Notwithstanding which of the methods for the repayment of principal described in subparagraph (b) of this paragraph 8 is selected by the Borrower for any Advance, the aggregate of all quarterly payments of principal and interest on such Advance shall be such as will repay the entire principal amount of such Advance, and pay all interest accrued thereon, on or before the Final Maturity Date.

9. Fee.

(a) A fee to cover expenses and contingencies, assessed by FFB pursuant to section 6(c) of the FFB Act, shall accrue on the outstanding principal amount of each Advance for the period from the date on which the respective Advance is made to the date on which the principal amount of such Advance is due, not taking into account any maturity extensions permitted by paragraph 15 of this Bond (such period being the "Advance Period").

(b) The fee on each Advance shall be:

(1) 12.5 basis points (0.125%) per annum of the unpaid principal balance of such Advance for an Advance Period of 10 years or less; and

(2) 25 basis points (0.25%) per annum of the unpaid principal balance of such Advance for an Advance Period greater than 10 years.

(c) The fee on each Advance shall be computed in the same manner as accrued interest is computed under paragraph 6(b) of this Bond, and shall be due and payable at the same times as accrued interest is due and payable under paragraph 7 of this Bond (adjusted as provided in paragraph 10 of this Bond if a Payment Date is not a Business Day). The fee on each Advance shall be credited to RUS as required by section 505(c) of the Federal Credit Reform Act of 1990, as amended (codified at 2 U.S.C. § 661d(c)).

10. Business Days.

(a) Whenever any Payment Date, the Maturity Date for any Advance, or the Final Maturity Date shall fall on a day on which either FFB or the Federal Reserve Bank of New York is not open for business, the payment that would otherwise be due on such Payment Date, Maturity Date, or Final Payment Date, as the case may be, shall be due on the first day thereafter on which FFB and the Federal Reserve Bank of New York are both open for business (any such day being a "Business Day").

(b) In the event that any Payment Date falls on a day other than a Business Day, then the extension of time for making the payment that would otherwise be due on such Payment Date shall be (1) taken into account in establishing the interest rate for the respective Advance, (2) included in computing interest due in connection with such payment, and (3) excluded in computing interest due in connection with the next payment.

(c) In the event that the Maturity Date for any Advance or the Final Maturity Date falls on a day other than a Business Day, then the extension of time for making the payment that would otherwise be due on such Maturity Date or the Final Maturity, as the case may be, shall be (1) taken into account in establishing the interest rate for such Advance, and (2) included in computing interest due in connection with such payment.

11. Late Payments.

(a) In the event that any payment of any amount owing under this Bond is not made when and as due (any such amount being then an "Overdue Amount"), then the amount payable shall be such Overdue Amount plus interest thereon (such interest being the "Late Charge") computed in accordance with this subparagraph (a).

(1) The Late Charge shall accrue from the scheduled date of payment for the Overdue Amount (taking into account paragraph 10 of this Bond) to the date on which payment is made.

(2) The Late Charge shall be computed on the basis of (A) actual days elapsed from (but not including) the

scheduled date of payment for such Overdue Amount (taking into account paragraph 10 of this Bond) to (and including) the date on which payment is made, and (B) a year of 365 days (except in calendar years including February 29, when the basis shall be a 366-day year).

(3) The Late Charge shall accrue at a rate (the "Late Charge Rate") equal to one and one-half times the rate to be determined by the Secretary of the Treasury taking into consideration the prevailing market yield on the remaining maturity of the most recent auctioned 13-week United States Treasury bills.

(4) The initial Late Charge Rate shall be in effect until the earlier to occur of either (A) the date on which payment of the Overdue Amount and the amount of accrued Late Charge is made, or (B) the first Payment Date to occur after the scheduled date of payment for such Overdue Amount. In the event that the Overdue Amount and the amount of the accrued Late Charge are not paid on or before such Payment Date, then the amount payable shall be the sum of the Overdue Amount and the amount of the accrued Late Charge, plus a Late Charge on such sum accruing at a new Late Charge Rate to be then determined in accordance with the principles of clause (3) of this subparagraph (a). For so long as any Overdue Amount remains unpaid, the Late Charge Rate shall be re-determined in accordance with the principles of clause (3) of this subparagraph (a) on each Payment Date to occur thereafter, and shall be applied to the Overdue Amount and all amounts of the accrued Late Charge to the date on which payment of the Overdue Amount and all amounts of the accrued Late Charge is made.

(b) Nothing in subparagraph (a) of this paragraph 11 shall be construed as permitting or implying that the Borrower may, without the written consent of FFB, modify, extend, alter or affect in any manner whatsoever (except as explicitly provided herein) the right of FFB to receive any and all payments on account of this Bond on the dates specified in this Bond.

12. Final Due Date.

Notwithstanding anything in this Bond to the contrary, all amounts outstanding under this Bond remaining unpaid as of the Final Maturity Date shall be due and payable on the Final Maturity Date.

13. Manner of Making Payments.

(a) For so long as FFB is the Holder of this Bond and RUS is the bond servicing agent for FFB (as provided in the Bond Purchase Agreement), each payment under this Bond shall be paid in immediately available funds by electronic funds transfer to the account of the United States Treasury (for credit to the

subaccount of RUS, as bond servicing agent for FFB) maintained at the Federal Reserve Bank of New York specified by RUS in a written notice to the Borrower, or to such other account as may be specified from time to time by RUS in a written notice to the Borrower.

(b) In the event that FFB is the Holder of this Bond and RUS is not the bond servicing agent for FFB, each payment under this Bond, with the exception of the fee described in paragraph 9 of this Bond, shall be paid in immediately available funds by electronic funds transfer to the account of the United States Treasury (for credit to the subaccount of FFB) maintained at the Federal Reserve Bank of New York specified by FFB in a written notice to the Borrower, or to such other account as may be specified from time to time by FFB in a written notice to the Borrower. In the event that FFB is the Holder of this Bond and RUS is not the bond servicing agent for FFB, each payment of the fee described in paragraph 9 of this Bond shall be paid in immediately available funds by electronic funds transfer to the account of the United States Treasury (for credit to the subaccount of RUS) maintained at the Federal Reserve Bank of New York specified from time to time by RUS in a written notice delivered by RUS to the Borrower.

(c) In the event that FFB is not the Holder of this Bond, then each payment under this Bond, with the exception of the fee described in paragraph 9 of this Bond, shall be made in immediately available funds by electronic funds transfer to such account as shall be specified by the Holder in a written notice to the Borrower. In the event that FFB is not the Holder of this Bond, each payment of the fee described in paragraph 9 of this Bond shall be made in the manner specified by FFB in the written notice delivered by FFB to the Borrower and RUS as provided in section 15.4.2 of the Bond Purchase Agreement.

14. Application of Payments.

Each payment made on this Bond shall be applied, first, to the payment of Late Charges (if any) payable under paragraphs 11 and 18 of this Bond, then to the payment of premiums (if any) payable under paragraphs 16 and 17 of this Bond, then to the payment of unpaid accrued interest, then on account of outstanding principal, and then to the payment of the fee payable under paragraph 9 of this Bond.

15. Maturity Extensions.

(a) With respect to each Advance (1) for which the Borrower has selected a Maturity Date that will occur before the thirtieth anniversary of the Requested Advance Date specified in the respective Advance Request, or (2) for which a Maturity Date that will occur before the thirtieth anniversary of the Requested Advance Date specified in the respective Advance Request has been determined as provided in subparagraph (b) of

this paragraph 15 (each such Maturity Date being an "Interim Maturity Date"), the Borrower may, effective as of such Interim Maturity Date, elect to extend the maturity of all or any portion of the outstanding principal amount of the respective Advance to a new Maturity Date to be selected by the Borrower in the manner and subject to the limitations specified in this subparagraph (a) (each such election being a "Maturity Extension Election"; each such elective extension of the maturity of any Advance that has an Interim Maturity Date being a "Maturity Extension"; and the Interim Maturity Date that is in effect for an Advance immediately before any such elective Maturity Extension being, from and after such Maturity Extension, the "Maturity Extension Effective Date").

(1) Except under the circumstances described in clause (3) of this subparagraph (a), the Borrower shall deliver to FFB (with a copy to RUS) written notification of each Maturity Extension Election, in the form of notification attached to this Bond as Annex 1-A (each such notification being a "Maturity Extension Election Notice"), making reference to the "Advance Identifier" (as that term is defined in the Bond Purchase Agreement) that FFB assigned to such Advance (as provided in the Bond Purchase Agreement) and specifying, among other things, the following:

(A) the amount of the outstanding principal of the such Advance with respect to which the Borrower elects to extend the maturity; and

(B) the new Maturity Date that the Borrower selects to be in effect for such principal amount after the respective Maturity Extension Effective Date, which date:

(i) may be either (I) a new Interim Maturity Date, or (II) the thirtieth anniversary of the Requested Advance Date specified in the original Advance Request (if such thirtieth anniversary date is a Payment Date) or the Payment Date immediately preceding such thirtieth anniversary date (if such thirtieth anniversary date is not a Payment Date); and

(ii) in the event that the Borrower selects a new Interim Maturity Date as the new Maturity Date for any Advance, must meet the criteria for Maturity Dates prescribed in section 7.3.1(a)(5) of the Bond Purchase Agreement (provided, however, that, for purposes of selecting a new Maturity Date in connection with a Maturity Extension Election, each of the references to the "Requested Advance Date" for the respective Advance in section 7.3.1(a)(5)(D) of the Bond

Purchase Agreement shall be deemed to be a reference to the "respective Maturity Extension Effective Date").

(2) To be effective, a Maturity Extension Election Notice must be received by FFB on or before the third Business Day before the Interim Maturity Date in effect for the respective Advance immediately before such Maturity Extension.

(3) In the event that either of the circumstances described in subclause (A) or (B) of the next sentence occurs, then a Maturity Extension Election Notice (in the form of notice attached to this Bond as Annex 1-B), to be effective, must first be delivered to RUS for approval and be approved by RUS in writing, and such Maturity Extension Election Notice, together with written notification of RUS's approval thereof, must be received by FFB on or before the third Business Day before the Interim Maturity Date in effect for the respective Advance immediately before such Maturity Extension. RUS approval of a Maturity Extension Election Notice will be required under either of the following circumstances:

(A) (i) any payment of any amount owing under this Bond is not made by the Borrower when and as due; (ii) payment is made by RUS in accordance with the guarantee set forth at the end of this Bond; and (iii) RUS delivers notice to both the Borrower and FFB advising each of them that each Maturity Extension Election Notice delivered by the Borrower after the date of such notice shall require the approval of RUS; or

(B) FFB at any time delivers written notice to both the Borrower and RUS advising each of them that each Maturity Extension Election Notice delivered by the Borrower after the date of such notice shall require the approval of RUS.

(b) With respect to any Advance that has an Interim Maturity Date, in the event that FFB does not receive a Maturity Extension Election Notice (and, if required under subparagraph (a)(3) of this paragraph 15, written notification of RUS's approval thereof) on or before the third Business Day before such Interim Maturity Date, then the maturity of such Advance shall be extended automatically in the manner and subject to the limitations specified in this subparagraph (b) (each such automatic extension of the maturity of any Advance that has an Interim Maturity Date also being a "Maturity Extension"; and the Interim Maturity Date that is in effect for an Advance immediately before any such automatic Maturity Extension also being, from and after such Maturity Extension, the "Maturity Extension Effective Date"). The new Maturity Date

for such Advance shall be the immediately following Payment Date. The amount of principal that will have its maturity extended automatically shall be the entire outstanding principal amount of such Advance on such Maturity Extension Effective Date, less the amount of any payment of principal made on such Maturity Extension Effective Date.

(c) In the event that the maturity of any Advance that has an Interim Maturity Date is extended under either subparagraph (a) or (b) of this paragraph 15, then the basic interest rate for such Advance, from and after the respective Maturity Extension Effective Date, shall be the particular rate that is established by FFB, as of such Maturity Extension Effective Date, in accordance with the principles of paragraph 6(c) of this Bond.

(d) In the event that the maturity of any Advance that has an Interim Maturity Date is extended under either subparagraph (a) or (b) of this paragraph 15, then the fee for such Advance, from and after the respective Maturity Extension Effective Date, shall be the particular fee that is assessed by FFB, as of such Maturity Extension Effective Date, with the new Advance Period being the period from the Maturity Extension Effective Date through the new Maturity Date, in accordance with the principles of paragraphs 9(b) and (c) of this Bond.

(e) In the event that (1) the maturity of any Advance that has an Interim Maturity Date is extended under either subparagraph (a) or (b) of this paragraph 15, and (2) the Maturity Date for such extended Advance is a date that will occur before the fifth anniversary of the respective Maturity Extension Effective Date, then the prepayment/refinancing privilege described in section 11.2 of the Bond Purchase Agreement shall apply automatically to such Advance.

(f) In the event that (1) the Borrower makes a Maturity Extension Election with respect to any Advance that has an Interim Maturity Date, and (2) the Borrower selects as the Maturity Date for such extended Advance a new Maturity Date that will occur on or after the fifth anniversary of the respective Maturity Extension Effective Date, then the Borrower must elect a prepayment/refinancing privilege for such extended Advance from between the options described in sections 11.2 and 11.3 of the Bond Purchase Agreement (provided, however, that each of the references to "the Requested Advance Date for such Advance" in section 11.3 of the Bond Purchase Agreement shall be deemed to be a reference to "the respective Maturity Extension Effective Date"). The Maturity Extension Election Notice delivered by the Borrower in connection with each such Maturity Extension Election must also specify the particular prepayment/refinancing privilege that the Borrower elects for the respective extended Advance. In the event that the Borrower elects for any such extended Advance a prepayment/refinancing privilege described in section 11.3 of the Bond Purchase Agreement, then the interest

rate for such extended Advance, from and after the respective Maturity Extension Effective Date, shall include a price (expressed in terms of a basis point increment to the applicable basic interest rate) for the particular prepayment/refinancing privilege that the Borrower elects, which price shall be established by FFB, as of such Maturity Extension Effective Date, in accordance with the principles of paragraph 6(d) of this Bond.

(g) The maturity of each Advance may be extended more than once as provided in this paragraph 15, but upon the thirtieth anniversary of the Requested Advance Date specified in the original Advance Request (if such thirtieth anniversary date is a Payment Date) or upon the Payment Date immediately preceding such thirtieth anniversary date (if such thirtieth anniversary date is not a Payment Date), no further Maturity Extensions may occur.

16. Prepayments.

(a) The Borrower may elect to prepay all or any portion of the outstanding principal amount of any Advance made under this Bond, or to prepay this Bond in its entirety, in the manner, at the price, and subject to the limitations specified in this paragraph 16 (each such election being a "Prepayment Election").

(b) For each Prepayment Election in which the Borrower elects to prepay a particular amount of the outstanding principal of an Advance, the Borrower shall deliver to RUS written notification of the respective Prepayment Election, in the form of notification attached to this Bond as Annex 2-A (each such notification being a "Prepayment Election Notice"), making reference to the Advance Identifier that FFB assigned to the respective Advance (as provided in the Bond Purchase Agreement) and specifying, among other things, the following:

(1) the particular date on which the Borrower intends to make the prepayment on such Advance (such date being the "Intended Prepayment Date" for such Advance), which date:

(A) must be a Business Day; and

(B) for any Advance for which the Borrower has selected a fixed premium prepayment/refinancing privilege that includes a 5-year period during which such Advance shall not be eligible for any prepayment or refinancing (such time period being a "No-Call Period"), may not be a date that will occur before the applicable "First Call Date" determined as provided in section 11.3.2 of the Bond Purchase Agreement (such date being the "First Call Date"); and

(2) the amount of principal of the respective Advance that the Borrower intends to prepay, which amount may be either:

(A) the total outstanding principal amount of such Advance; or

(B) an amount less than the total outstanding principal amount of such Advance (subject to subparagraph (g) of this paragraph 16) (any such amount being a "Portion").

(c) For each Prepayment Election in which the Borrower elects to have a particular amount of funds applied by FFB toward the prepayment of the outstanding principal of an Advance, the Borrower shall deliver to RUS written notification of the respective Prepayment Election, in the form of notification attached to this Bond as Annex 2-B (each such notification also being a "Prepayment Election Notice"), making reference to the Advance Identifier that FFB assigned to the respective Advance (as provided in the Bond Purchase Agreement) and specifying, among other things, the following:

(1) the particular date on which the Borrower intends to make the prepayment on such Advance (such date being the "Intended Prepayment Date" for such Advance), which date:

(A) must be a Business Day; and

(B) for any Advance for which the Borrower has selected a fixed premium prepayment/refinancing privilege that includes a 5-year No-Call Period, may not be a date that will occur before the applicable First Call Date; and

(2) the particular amount of funds that the Borrower elects to be applied by FFB toward a prepayment of the outstanding principal amount of such Advance.

(d) To be effective, a Prepayment Election Notice must be approved by RUS in writing, and such Prepayment Election Notice, together with written notification of RUS's approval thereof, must be received by FFB on or before the fifth Business Day before the date specified therein as the Intended Prepayment Date for the respective Advance or Portion.

(e) The Borrower shall pay to FFB a price for the prepayment of any Advance, any Portion of any Advance, or this Bond in its entirety (such price being the "Prepayment Price" for such Advance or Portion or this Bond, as the case may be) determined as follows:

(1) in the event that the Borrower elects to prepay the entire outstanding principal amount of any Advance,

then the Borrower shall pay to FFB a Prepayment Price for such Advance equal to the sum of:

(A) the entire outstanding principal amount of such Advance on the Intended Prepayment Date;

(B) all unpaid interest (and Late Charges, if any) accrued on such Advance through the Intended Prepayment Date; and

(C) the amount of the premium or discount credit (if any) that is required under the particular prepayment/refinancing privilege that applies to such Advance as provided in article 11 of the Bond Purchase Agreement;

(2) in the event that the Borrower elects to prepay a Portion of any Advance, then the Borrower shall pay to FFB a Prepayment Price for such Portion that would equal such Portion's pro rata share of the Prepayment Price that would be required for a prepayment of the entire outstanding principal amount of such Advance (determined in accordance with the principles of clause (1) of this subparagraph (e)); and

(3) in the event that the Borrower elects to prepay this Bond in its entirety, then the Borrower shall pay to FFB an amount equal to the sum of the Prepayment Prices for all outstanding Advances (determined in accordance with the principles of clause (1) of this subparagraph (e)).

(f) Payment of the Prepayment Price for any Advance, any Portion of any Advance, or this Bond in its entirety shall be due to FFB before 3:00 p.m. (Washington, DC, time) on the Intended Prepayment Date for such Advance or Portion or this Bond, as the case may be.

(g) Each prepayment of a Portion shall, as to the principal amount of such Portion, be subject to a minimum amount equal to \$100,000.00 of principal.

(h) The Borrower may make more than one Prepayment Election with respect to an Advance, each such Prepayment Election being made with respect to a different Portion of such Advance, until such time as the entire principal amount of such Advance is repaid in full.

17. Refinancings.

(a) The Borrower may elect to refinance the outstanding principal amount of any Advance (but not any Portion) in the manner, at the price, and subject to the limitations specified in this paragraph 17 (each such election being a "Refinancing Election").

(b) Except under the circumstances described in subparagraph (d) of this paragraph 17, the Borrower shall deliver to FFB (with a copy to RUS) written notification of each Refinancing Election, in the form of notification attached to this Bond as Annex 3-A (each such notification being a "Refinancing Election Notice"), making reference to the Advance Identifier that FFB assigned to the respective Advance (as provided in the Bond Purchase Agreement) and specifying, among other things, the following:

(1) the particular date on which the Borrower intends to refinance the respective Advance (such date being the "Intended Refinancing Date" for the respective Advance), which date:

(A) must be a Payment Date; and

(B) for any Advance for which the Borrower has selected a prepayment/refinancing privilege that includes a 5-year No-Call Period, may not be a date that will occur before the applicable First Call Date;

(2) the amount of the outstanding principal of the respective Advance that the Borrower elects to refinance (which may not be a Portion); and

(3) the Maturity Date that the Borrower selects to be in effect for such principal amount after such refinancing, which date may be:

(A) the Maturity Date that is in effect for such Advance immediately before such refinancing; or

(B) a new Maturity Date that the Borrower selects in connection with such Refinancing Election, provided that such new Maturity Date meets the criteria for Maturity Dates prescribed in section 7.3.1(a)(5) of the Bond Purchase Agreement (provided, however, that for purposes of selecting a new Maturity Date in connection with a Refinancing Election, each of the references to the "Requested Advance Date" for the respective Advance in section 7.3.1(a)(5)(D) of the Bond Purchase Agreement shall be deemed to be a reference to the "respective Refinancing Effective Date").

(c) To be effective, a Refinancing Election Notice must be received by FFB on or before the fifth Business Day before the date specified therein as the Intended Refinancing Date.

(d) In the event that either of the circumstances described in clause (1) or (2) of the next sentence shall have occurred, then a Refinancing Election Notice (in the form of notice attached to this Bond as Annex 3-B), to be effective, must first be delivered to RUS for approval and be approved by RUS in writing, and such Refinancing Election Notice, together with written notification of RUS's approval thereof, must be received by FFB on or before the fifth Business Day before the date specified therein to be the Intended Refinancing Date. RUS approval of a Refinancing Election Notice will be required under either of the following circumstances:

(1) (A) payment of any amount owing under this Bond is not made by the Borrower when and as due; (B) payment is made by RUS in accordance with the guarantee set forth at the end of this Bond; and (C) RUS delivers notice to both the Borrower and FFB advising each of them that each Refinancing Election Notice delivered by the Borrower after the date of such notice shall require the approval of RUS; or

(2) FFB at any time delivers written notice to both the Borrower and RUS advising each of them that each Refinancing Election Notice delivered by the Borrower after the date of such notice shall require the approval of RUS.

(e) The Borrower shall pay to FFB a price for the refinancing of any Advance (such price being the "Refinancing Price" for such Advance) equal to the sum of:

(1) all unpaid interest (and Late Charges, if any) accrued on such Advance through the Intended Refinancing Date; and

(2) the amount of the premium (if any) that is required under the particular prepayment/refinancing privilege that applies to such Advance as provided in article 11 of the Bond Purchase Agreement.

In the event that (A) the prepayment/refinancing privilege that applies to the particular Advance being refinanced is the privilege described in section 11.2 of the Bond Purchase Agreement, and (B) the Market Value Premium (or Discount) that is to be included in the Refinancing Price for such Advance is a discount on such Advance, then such discount shall be applied by FFB in the manner requested by the Borrower in a written notice delivered by the Borrower to FFB and approved by RUS in writing.

(f) Payment of the Refinancing Price for any Advance shall be due to FFB before 3:00 p.m. (Washington, DC, time) on the Intended Refinancing Date for such Advance.

(g) In the event that a Refinancing Election Notice (and, if required under subparagraph (d) of this paragraph 17, written notification of RUS's approval thereof) is received by FFB on or before the fifth Business Day before the Intended Refinancing Date specified therein, then the refinancing of the respective Advance shall become effective on such Intended Refinancing Date (in such event, the Intended Refinancing Date being the "Refinancing Effective Date"). In the event that a Refinancing Election Notice (and, if required under subparagraph (d) of this paragraph 17, written notification of RUS's approval thereof) is received by FFB after the fifth Business Day before the Intended Refinancing Date specified therein, then the refinancing of the respective Advance shall become effective on the fifth Business Day to occur after the day on which such Refinancing Election Notice (and, if required under subparagraph (d) of this paragraph 17, written notification of RUS's approval thereof) is received by FFB (in such event, the fifth Business Day to occur after the day on which such Refinancing Election Notice (and, if required under subparagraph (d) of this paragraph 17, written notification of RUS's approval thereof) is received by FFB being the "Refinancing Effective Date"), provided that the Borrower shall have paid to FFB, in addition to the Refinancing Price required under subparagraph (e) of this paragraph 17, the interest accrued from the Intended Refinancing Date through such Refinancing Effective Date.

(h) In the event that the Borrower makes a Refinancing Election with respect to any Advance, the basic interest rate for such Advance, from and after the respective Refinancing Effective Date, shall be the particular rate that is established by FFB, as of such Refinancing Effective Date, in accordance with the principles of paragraph 6(c) of this Bond.

(i) In the event that the Borrower makes a Refinancing Election with respect to any Advance, then the fee for such Advance, from and after the respective Refinancing Effective Date, shall be the particular fee that is assessed by FFB, as of such Refinancing Effective Date, with the new Advance Period being the period from the Refinancing Effective Date through the new Maturity Date, in accordance with the principles of paragraphs 9(b) and (c) of this Bond.

(j) In the event that (1) the Borrower makes a Refinancing Election with respect to any Advance, and (2) the Borrower selects as the Maturity Date for such refinanced Advance either (A) the Maturity Date that is in effect for such Advance immediately before such refinancing, and such Maturity Date will occur before the fifth anniversary of the respective Refinancing Effective Date, or (B) a new Maturity Date that will occur before the fifth anniversary of the respective Refinancing

Effective Date, then the prepayment/refinancing privilege described in section 11.2 of the Bond Purchase Agreement shall apply automatically to such Advance.

(k) In the event that (1) the Borrower makes a Refinancing Election with respect to any Advance, and (2) the Borrower selects as the Maturity Date for such refinanced Advance either (A) the Maturity Date that is in effect for such Advance immediately before such refinancing, and such Maturity Date will occur on or after the fifth anniversary of the respective Refinancing Effective Date, or (B) a new Maturity Date that will occur on or after the fifth anniversary of the respective Refinancing Effective Date, then the Borrower must elect a prepayment/refinancing privilege for such refinanced Advance from between the options described in sections 11.2 and 11.3 of the Bond Purchase Agreement (provided, however, that each of the references to the "Requested Advance Date for such Advance" in section 11.3 of the Bond Purchase Agreement shall be deemed to be a reference to the "respective Refinancing Effective Date"). The Refinancing Election Notice delivered by the Borrower in connection with each such Refinancing Election must also specify the particular prepayment/refinancing privilege that the Borrower elects for the respective refinanced Advance. In the event that the Borrower elects for any such refinanced Advance a prepayment/refinancing privilege described in section 11.3 of the Bond Purchase Agreement, then the interest rate for such refinanced Advance, from and after the respective Refinancing Effective Date, shall include a price (expressed in terms of a basis point increment to the applicable basic interest rate) for the particular prepayment/refinancing privilege that the Borrower elects, which increment shall be established by FFB, as of such Refinancing Effective Date, in accordance with the principles of paragraph 6(d) of this Bond.

(l) In the event that the Borrower makes a Refinancing Election with respect to any Advance, then the outstanding principal amount of such Advance, after the respective Refinancing Effective Date, shall be due and payable in accordance with this subparagraph (l).

(1) With respect to each Advance to which either the "equal principal installments" method or the "graduated principal installments" method for the repayment of principal applies, the amount of the quarterly principal installments that will be due after the respective Refinancing Effective Date shall be equal to the amount of the quarterly installments of equal principal or graduated principal, as the case may be, that were due in accordance with the principal repayment schedule that applied to such Advance immediately before the respective Refinancing Effective Date.

(2) With respect to each Advance to which the "level debt service" method for the repayment of principal

applies, the amount of the level quarterly payments consisting of a principal installment and accrued interest that will be due after the respective Refinancing Effective Date shall be newly computed so that the amount of each such quarterly payment consisting of a principal installment and accrued interest (taking into account the new interest rate that applies to such Advance from and after such Refinancing Effective Date) shall be substantially equal to the amount of every other quarterly payment consisting of a principal installment and accrued interest, and shall be sufficient, when added to all other such newly-computed level quarterly payments consisting of a principal installment and accrued interest, to repay the outstanding principal amount of such refinanced Advance in full on the Final Maturity Date (notwithstanding the fact that the Borrower may have selected a Maturity Date for such refinanced Advance that will occur before the Final Maturity Date).

(3) The quarterly installments of equal principal or graduated principal, or the newly-computed level quarterly payments consisting of a principal installment and accrued interest, as the case may be, shall be due beginning on the first Payment Date to occur after the respective Refinancing Effective Date, and shall be due on each Payment Date to occur thereafter up through and including the earlier to occur of (A) the new Maturity Date that the Borrower selected for such refinanced Advance, on which date the entire unpaid principal amount of such refinanced Advance shall also be payable, subject to Maturity Extensions (as provided in paragraph 15 of this Note) if the new Maturity Date is an Interim Maturity Date, or (B) the date on which the entire principal amount of such refinanced Advance, and all unpaid interest (and Late Charges, if any) accrued thereon, are paid.

(m) The Borrower may make more than one Refinancing Election with respect to any Advance.

18. Rescission of Prepayment Elections and Refinancing Elections; Late Charges for Late Payments.

(a) The Borrower may rescind any Prepayment Election made in accordance with paragraph 16 of this Bond or any Refinancing Election made in accordance with paragraph 17 of this Bond, but only in accordance with this paragraph 18.

(b) The Borrower shall deliver to both FFB and RUS written notification of each rescission of a Prepayment Election or a Refinancing Election (each such notification being an "Election Rescission Notice") specifying the particular Advance for which the Borrower wishes to rescind such Prepayment Election or Refinancing Election, as the case may be, which specification must make reference to both:

(1) the particular Advance Identifier that FFB assigned to such Advance (as provided in the Bond Purchase Agreement); and

(2) the RUS account number for such Advance.

The Election Rescission Notice may be delivered by facsimile transmission to FFB at (202) 622-0707 and to RUS at (844) 749-0736, or at such other facsimile number or numbers as either FFB or RUS may from time to time communicate to the Borrower.

(c) To be effective, an Election Rescission Notice must be received by both FFB and RUS not later than 3:30 p.m. (Washington, DC, time) on the second Business Day before the Intended Prepayment Date or the Intended Refinancing Date, as the case may be.

(d) In the event that the Borrower (1) makes a Prepayment Election in accordance with paragraph 16 of this Bond or a Refinancing Election in accordance with paragraph 17 of this Bond; (2) does not rescind such Prepayment Election or Refinancing Election, as the case may be, in accordance with this paragraph 18; and (3) does not, before 3:00 p.m. (Washington, DC, time) on the Intended Prepayment Date or Intended Refinancing Date, as the case may be, pay to FFB the Prepayment Price described in paragraph 16(e) of this Bond or Refinancing Price described in paragraph 17(e) of this Bond, as the case may be, then a Late Charge shall accrue on any such unpaid amount from the Intended Prepayment Date or Intended Refinancing Date, as the case may be, to the date on which payment is made, computed in accordance with the principles of paragraph 11 of this Bond.

19. Amendments to Bond.

To the extent not inconsistent with applicable law, this Bond, for so long as FFB or its agent is the holder thereof, shall be subject to modification by such amendments, extensions, and renewals as may be agreed upon from time to time by FFB and the Borrower, with the approval of RUS.

20. Certain Waivers.

The Borrower hereby waives any requirement for presentment, protest, or other demand or notice with respect to this Bond.

21. Bond Effective Until Paid.

This Bond shall continue in full force and effect until all principal outstanding hereunder, all interest accrued hereunder, all premiums (if any) payable under paragraphs 16 and 17 of this Bond, all Late Charges (if any) payable under paragraphs 11 and

18 of this Bond, and all fees (if any) payable under paragraph 9 of this Bond have been paid in full.

22. RUS Guarantee of Bond.

Upon execution of the guarantee set forth at the end of this Bond (the "RUS Guarantee"), the payment by the Borrower of all amounts due and payable under this Bond, when and as due, shall be guaranteed by the United States of America, acting through RUS, pursuant to the Rural Electrification Act of 1936, as amended (codified at 7 U.S.C. § 901 et seq.). In consideration of the RUS Guarantee, the Borrower promises to RUS to make all payments due under this Bond when and as due.

23. Pledge Agreement.

This Bond is one of several Bonds referred to in the Pledge Agreement, wherein the Borrower made provision for the pledge and grant of a security interest in, under certain circumstances described therein, certain property of the Borrower, described therein, to secure the payment of and performance of certain obligations owed to RUS, as set forth in the Pledge Agreement.

24. Guarantee Payments; Reimbursement.

If RUS makes any payment, pursuant to the RUS Guarantee, of any amount due and payable under this Bond, when and as due, each and every such payment so made shall be deemed to be a payment hereunder; provided, however, that no payment by RUS pursuant to the RUS Guarantee shall be considered a payment for purposes of determining the existence of a failure by the Borrower to perform its obligation to RUS to make all payments under this Bond when and as due. RUS shall have any rights by way of subrogation, agreement or otherwise which arise as a result of such payment pursuant to the RUS Guarantee.

25. Default and Enforcement.

In case of a default by the Borrower under this Bond or the occurrence of an event of default under the Bond Guarantee Agreement, then, in consideration of the obligation of RUS under the RUS Guarantee, in that event, to make payments to FFB as provided in this Bond, RUS, in its own name, shall have all rights, powers, privileges, and remedies of the holder of this Bond, in accordance with the terms of this Bond, the Bond Guarantee Agreement, and the Pledge Agreement, including, without limitation, the right to enforce or collect all or any part of the obligation of the Borrower under this Bond or arising as a result of the RUS Guarantee, to file proofs of claim or any other document in any bankruptcy, insolvency, or other judicial proceeding, and to vote such proofs of claim.

26. Acceleration.

The entire unpaid principal amount of this Bond, and all interest thereon, may be declared, and upon such declaration shall become, due and payable to RUS, under the circumstances described, and in the manner and with the effect provided, in the Bond Guarantee Agreement.

IN WITNESS WHEREOF, the Borrower has caused this Bond to be signed in its corporate name and its corporate seal to be hereunder affixed and attested by its officers thereunto duly authorized, all as of the day and year first above written.

**NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE CORPORATION**
(the "Borrower")

BY:

Signature: _____

Print Name: J. Andrew Don

Title: Governor and
Chief Executive Officer

ATTEST:

(SEAL)

Signature: _____

Print Name: Nathan Howard

Title: Assistant Secretary-Treasurer

ANNEX 1-A
TO
FUTURE ADVANCE BOND

FORM
OF
MATURITY EXTENSION ELECTION NOTICE

MATURITY EXTENSION ELECTION NOTICE

PART 1 OF THIS FORM HAS BEEN COMPLETED BY RUS. THE BORROWER SHOULD COMPLETE PART 2 OF THIS FORM ONLY FOR THOSE PARTICULAR ADVANCES IDENTIFIED IN PART 1 OF THIS FORM WITH RESPECT TO WHICH THE BORROWER ELECTS TO HAVE THE MATURITY EXTENDED TO A NEW MATURITY DATE OTHER THAN THE IMMEDIATELY FOLLOWING QUARTERLY PAYMENT DATE.

DIRECT ALL QUESTIONS ON HOW TO COMPLETE THIS FORM TO THE ASSIGNED CONTACT OFFICE FOR THE BORROWER:

*Office of the Assistant Administrator, Electric Program
Telephone: (202) 205-86634*

WHEN COMPLETED, DELIVER THIS ORIGINAL FORM TO FFB AT THE FOLLOWING ADDRESS:

*Director of Lending
Federal Financing Bank
Main Treasury Building
1500 Pennsylvania Avenue, NW
Washington, DC 20220*

*Telephone: (202) 622-2470
Facsimile: (202) 622-0707*

DELIVER A COPY OF THIS FORM TO RUS AT THE ADDRESS OF THE CONTACT OFFICE INDICATED BELOW:

*Office of the Assistant Administrator, Electric Program
Rural Utilities Service
U.S. Department of Agriculture
Mail Stop 1560
1400 Independence Avenue, SW
Washington, DC 20250*

*Reference: Section 313A Loan Guarantee Underwriter Program
Attention: Amy McWilliams, Program Advisor*

*Telephone: (202) 205-8663
Facsimile: (844) 749-0736*

THE BORROWER SHOULD NOT COMPLETE THIS FORM OR DELIVER IT TO FFB IF THE BORROWER DESIRES TO HAVE THE MATURITY OF ALL OF THE ADVANCES IDENTIFIED IN PART 1 OF THIS FORM EXTENDED AUTOMATICALLY TO THE IMMEDIATELY FOLLOWING QUARTERLY PAYMENT DATE.

IF THE BORROWER DOES NOT RETURN THIS FORM TO FFB, THE MATURITY OF ALL OF THE ADVANCES IDENTIFIED IN PART 1 OF THIS FORM WILL BE EXTENDED AUTOMATICALLY TO THE IMMEDIATELY FOLLOWING QUARTERLY PAYMENT DATE.

MATURITY EXTENSION ELECTION NOTICE

Director of Lending
Federal Financing Bank

Reference is made to the following-described Future Advance Bond (the "Bond") payable to the Federal Financing Bank ("FFB"), which is guaranteed by the Rural Utilities Service ("RUS"):

Name of Borrower (the "Borrower"):

National Rural Utilities Cooperative Finance Corporation

FFB Bond Identifier:

RUS Bond Number:

Part 1 (To be completed by RUS):

Each of the advances of funds ("Advances") identified in this Part 1 will mature on _____ (the "Maturity Date").

<u>FRB ADVANCE IDENTIFIER</u>	<u>RUS ACCOUNT NUMBER</u>	<u>ORIGINAL ADVANCE DATE</u>	<u>ORIGINAL ADVANCE AMOUNT</u>	<u>OUTSTANDING PRINCIPAL AMOUNT</u>
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

Part 2:

Notice is hereby given to FFB (and RUS) of the Borrower's election that the maturity of each of the Advances identified in this Part 2 be extended as follows:

FFB ADVANCE IDENTIFIER¹	OPTIONAL PRINCIPAL PAYMENT²	AMOUNT OF PRINCIPAL TO BE EXTENDED³	NEW MATURITY DATE⁴	TYPE OF PREPAYMENT/ REFINANCING PRIVILEGE⁵	5-YEAR NO-CALL PERIOD⁶	PREMIUM OPTION⁷
_____	\$ _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

¹ Complete 1 line in Part 2 for each Advance identified in Part 1 with respect to which the Borrower elects to have the maturity extended to a new Maturity Date other than the next Payment Date. Insert the FFB Advance Identifier that FFB assigned to the respective Advance for each Advance identified in Part 1 with respect to which the Borrower elects to have the maturity so extended.

² The Borrower has the option of making a payment of principal on the Maturity Date without any premium being charged. For each Advance, insert the amount of any such optional principal payment that will be paid on the Maturity Date.

³ For each Advance, insert the amount of principal for which the maturity is to be extended. That amount must equal the difference between the outstanding principal amount for the respective Advance, as specified in Part 1, and the optional principal payment (if any) for such Advance inserted by the Borrower in Part 2.

⁴ For each Advance, insert the particular calendar date that the Borrower selects to be the new Maturity Date to be in effect for the respective Advance after the Maturity Extension, which new Maturity Date must meet all the criteria for Maturity Dates specified in section 7.3.1(a)(5) of the Bond Purchase Agreement referred to in the Bond.

⁵ Elect 1 of the following 2 types of prepayment/refinancing privilege for an Advance only if the new Maturity Date selected for such Advance will occur on or after the fifth anniversary of the effective date of this Maturity Extension. The 2 types of prepayment/refinancing privilege are: the market value premium (or discount) privilege ("M") and a fixed premium privilege ("F"). Insert in the box the letter-symbol for the particular type of prepayment/refinancing privilege elected.

⁶ Elect 1 of the following 2 no-call period options for an Advance only if a fixed premium privilege is elected as the prepayment/refinancing privilege for such Advance. The 2 no-call period options are: yes ("Y"), if the Borrower elects to have the fixed premium prepayment/refinancing privilege include a 5-year period during which the Advance will not be eligible for prepayment or refinancing, and no ("N"), if the Borrower elects to have the fixed premium prepayment/refinancing privilege not include any such a 5-year no-call period. Insert in the box the letter-symbol for the particular no-call period option elected.

⁷ Select 1 of the following 3 premium options for an Advance only if a fixed premium privilege is elected as the prepayment/refinancing privilege for such Advance. The 3 premium options are: a 10% premium declining over 10 years ("X"), a 5% premium declining over 5 years ("V"), and par (no premium) ("P"). Insert in the box the letter-symbol for the particular premium option selected.

The undersigned hereby certifies that the authority of the undersigned to execute and deliver this Maturity Extension Election Notice on behalf of the Borrower is valid and in full force and effect on the date hereof.

NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION
(the "Borrower")

By: _____

Name: _____

Title: _____

Date _____

**ANNEX 1-B
TO
FUTURE ADVANCE BOND**

**FORM
OF
MATURITY EXTENSION ELECTION NOTICE
(RUS APPROVAL REQUIRED)**

**MATURITY EXTENSION ELECTION NOTICE
(RUS APPROVAL REQUIRED)**

PART 1 OF THIS FORM HAS BEEN COMPLETED BY RUS. THE BORROWER SHOULD COMPLETE PART 2 OF THIS FORM ONLY FOR THOSE PARTICULAR ADVANCES IDENTIFIED IN PART 1 OF THIS FORM WITH RESPECT TO WHICH THE BORROWER ELECTS TO HAVE THE MATURITY EXTENDED TO A NEW MATURITY DATE OTHER THAN THE IMMEDIATELY FOLLOWING QUARTERLY PAYMENT DATE.

DIRECT ALL QUESTIONS ON HOW TO COMPLETE THIS FORM TO THE ASSIGNED CONTACT OFFICE FOR THE BORROWER:

*Office of the Assistant Administrator, Electric Program
Telephone: (202) 205-8663*

WHEN COMPLETED, DELIVER THIS ORIGINAL FORM TO RUS AT THE ADDRESS OF THE CONTACT OFFICE INDICATED BELOW:

*Office of the Assistant Administrator, Electric Program
Rural Utilities Service
U.S. Department of Agriculture
Mail Stop 1560
1400 Independence Avenue, SW
Washington, DC 20250*

*Reference: Section 313A Loan Guarantee Underwriter Program
Attention: Amy McWilliams, Program Advisor*

*Telephone: (202) 205-8663
Facsimile: (844) 749-0736*

THE BORROWER SHOULD NOT COMPLETE THIS FORM OR DELIVER IT TO RUS IF THE BORROWER DESIRES TO HAVE THE MATURITY OF ALL OF THE ADVANCES IDENTIFIED IN PART 1 OF THIS FORM EXTENDED AUTOMATICALLY TO THE IMMEDIATELY FOLLOWING QUARTERLY PAYMENT DATE.

IF THE BORROWER DOES NOT RETURN THIS FORM TO RUS, THE MATURITY OF ALL OF THE ADVANCES IDENTIFIED IN PART 1 OF THIS FORM WILL BE EXTENDED AUTOMATICALLY TO THE IMMEDIATELY FOLLOWING QUARTERLY PAYMENT DATE.

MATURITY EXTENSION ELECTION NOTICE

Director of Lending
Federal Financing Bank

Reference is made to the following-described Future Advance Bond (the "Bond") payable to the Federal Financing Bank ("FFB"), which is guaranteed by the Rural Utilities Service ("RUS"):

Name of Borrower (the "Borrower"):

National Rural Utilities Cooperative Finance Corporation

FFB Bond Identifier: _____

RUS Bond Number: _____

Part 1 (To be completed by RUS):

Each of the advances of funds ("Advances") identified in this Part 1 will mature on _____ (the "Maturity Date").

<u>FRB ADVANCE IDENTIFIER</u>	<u>RUS ACCOUNT NUMBER</u>	<u>ORIGINAL ADVANCE DATE</u>	<u>ORIGINAL ADVANCE AMOUNT</u>	<u>OUTSTANDING PRINCIPAL AMOUNT</u>
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

Part 2:

Notice is hereby given to FFB (and RUS) of the Borrower's election that the maturity of each of the Advances identified in this Part 2 be extended as follows:

FFB ADVANCE IDENTIFIER¹	OPTIONAL PRINCIPAL PAYMENT²	AMOUNT OF PRINCIPAL TO BE EXTENDED³	NEW MATURITY DATE⁴	TYPE OF PREPAYMENT/ REFINANCING PRIVILEGE⁵	5-YEAR NO-CALL PERIOD⁶	PREMIUM OPTION⁷
_____	\$ _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

¹ Complete 1 line in Part 2 for each Advance identified in Part 1 with respect to which the Borrower elects to have the maturity extended to a new Maturity Date other than the next Payment Date. Insert the FFB Advance Identifier that FFB assigned to the respective Advance for each Advance identified in Part 1 with respect to which the Borrower elects to have the maturity so extended.

² The Borrower has the option of making a payment of principal on the Maturity Date without any premium being charged. For each Advance, insert the amount of any such optional principal payment that will be paid on the Maturity Date.

³ For each Advance, insert the amount of principal for which the maturity is to be extended. That amount must equal the difference between the outstanding principal amount for the respective Advance, as specified in Part 1, and the optional principal payment (if any) for such Advance inserted by the Borrower in Part 2.

⁴ For each Advance, insert the particular calendar date that the Borrower selects to be the new Maturity Date" to be in effect for the respective Advance after the Maturity Extension, which new Maturity Date must meet all the criteria for Maturity Dates specified in section 7.3.1(a)(5) of the Bond Purchase Agreement referred to in the Bond.

⁵ Elect 1 of the following 2 types of prepayment/refinancing privilege for an Advance only if the new Maturity Date selected for such Advance will occur on or after the fifth anniversary of the effective date of this Maturity Extension. The 2 types of prepayment/refinancing privilege are: the market value premium (or discount) privilege ("M") and a fixed premium privilege ("F"). Insert in the box the letter-symbol for the particular type of prepayment/refinancing privilege elected.

⁶ Elect 1 of the following 2 no-call period options for an Advance only if a fixed premium privilege is elected as the prepayment/refinancing privilege for such Advance. The 2 no-call period options are: yes ("Y"), if the Borrower elects to have the fixed premium prepayment/refinancing privilege include a 5-year period during which the Advance will not be eligible for prepayment or refinancing, and no ("N"), if the Borrower elects to have the fixed premium prepayment/refinancing privilege not include any such a 5-year no-call period. Insert in the box the letter-symbol for the particular no-call period option elected.

⁷ Select 1 of the following 3 premium options for an Advance only if a fixed premium privilege is elected as the prepayment/refinancing privilege for such Advance. The 3 premium options are: a 10% premium declining over 10 years ("X"), a 5% premium declining over 5 years ("V"), and par (no premium) ("P"). Insert in the box the letter-symbol for the particular premium option selected.

The undersigned hereby certifies that the authority of the undersigned to execute and deliver this Maturity Extension Election Notice on behalf of the Borrower is valid and in full force and effect on the date hereof.

NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION
(the "Borrower")

By: _____

Name: _____

Title: _____

Date: _____

**NOTICE OF RUS APPROVAL OF
MATURITY EXTENSION ELECTION NOTICE**

Notice is hereby given to FFB that the preceding Maturity Extension Election Notice made by the Borrower identified therein has been approved by RUS for purposes of the Bond identified therein.

ADMINISTRATOR of the
RURAL UTILITIES SERVICE,
acting through his or her
duly authorized designee

By: _____

Name: _____

Title: _____

Date: _____

**ANNEX 2-A
TO
FUTURE ADVANCE BOND**

**FORM
OF
PREPAYMENT ELECTION NOTICE
SPECIFIED PRINCIPAL AMOUNT(S)
(RUS APPROVAL REQUIRED)**

**PREPAYMENT ELECTION NOTICE
SPECIFIED PRINCIPAL AMOUNT(S)
(RUS APPROVAL REQUIRED)**

DIRECT ALL QUESTIONS ON HOW TO COMPLETE THIS FORM TO THE ASSIGNED CONTACT OFFICE FOR THE BORROWER:

*Office of the Assistant Administrator, Electric Program
Telephone: (202) 205-8663*

WHEN COMPLETED, DELIVER THIS ORIGINAL FORM TO RUS AT THE ADDRESS OF THE CONTACT OFFICE INDICATED BELOW:

*Office of the Assistant Administrator, Electric Program
Rural Utilities Service
U.S. Department of Agriculture
Mail Stop 1560
1400 Independence Avenue, SW
Washington, DC 20250*

*Reference: Section 313A Loan Guarantee Underwriter Program
Attention: Amy McWilliams, Program Advisor*

*Telephone: (202) 205-8663
Facsimile: (844) 749-0736*

**PREPAYMENT ELECTION NOTICE
SPECIFIED PRINCIPAL AMOUNT(S)**

Director of Lending
Federal Financing Bank

Reference is made to the following-described Future Advance Bond (the "Bond") payable to the Federal Financing Bank ("FFB"), which is guaranteed by the Rural Utilities Service ("RUS"):

Name of Borrower (the "Borrower"):

National Rural Utilities Cooperative Finance Corporation

FFB Bond Identifier: _____

Part 1:

Notice is hereby given to FFB (and RUS) of the Borrower's election to prepay all or a portion of the outstanding principal amount of the advances of funds ("Advances") identified in this Part 1:

<u>FRB ADVANCE IDENTIFIER</u> ²	<u>RUS ACCOUNT NUMBER</u> ³	<u>ORIGINAL ADVANCE DATE</u> ⁴	<u>ORIGINAL ADVANCE AMOUNT</u> ⁵	<u>OUTSTANDING PRINCIPAL AMOUNT</u> ⁶
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

Part 2:

The Borrower intends to prepay all or a portion of the outstanding principal amount of each of the Advances identified in Part 1 on the following date (such date being the "Intended Prepayment Date"):

7

² Complete 1 line in Part 1 for each Advance that the Borrower intends to prepay in whole or in part. For each Advance, insert the FFB Advance Identifier for the respective Advance as specified in the most recent billing notice delivered by RUS to the Borrower.

³ For each Advance, insert the RUS Account Number for the respective Advance as specified in the most recent billing notice delivered by RUS to the Borrower.

⁴ For each Advance, insert the date on which FFB made the respective Advance to the Borrower.

⁵ For each Advance, insert the original principal amount of the respective Advance that FFB made to the Borrower.

⁶ Insert the outstanding principal amount of each Advance specified in Part 1 as of the day before the date on which the Borrower intends to make a prepayment on the respective Advances.

⁷ Insert the particular calendar date that the Borrower selects to be the date on which the Borrower intends to prepay the Advances specified in Part 1, which date must meet the criteria for Intended Prepayment Date prescribed in paragraph 16(b)(1) of the Bond.

Part 3:

For each of the Advances identified in Part 1, the respective amount of principal that the Borrower intends to prepay on the Intended Prepayment Date is as follows:

<u>FFB ADVANCE IDENTIFIER⁸</u>	<u>AMOUNT OF PRINCIPAL TO BE REPAYED⁹</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

The undersigned hereby certifies that the authority of the undersigned to execute and deliver this Prepayment Election Notice on behalf of the Borrower is valid and in full force and effect on the date hereof.

NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION
(the "Borrower")

By: _____
Name: _____
Title: _____
Date: _____

⁸ Complete 1 line in Part 3 for each Advance identified in Part 1.

⁹ For each Advance, insert the amount of principal that will be prepaid on the Intended Prepayment Date.

**NOTICE OF RUS APPROVAL OF
PREPAYMENT ELECTION NOTICE**

Notice is hereby given to FFB that the preceding Prepayment Election Notice made by the Borrower identified therein has been approved by RUS for purposes of the Bond identified therein.

ADMINISTRATOR of the
RURAL UTILITIES SERVICE,
acting through his or her
duly authorized designee

By: _____

Name: _____

Title: _____

Date: _____

**ANNEX 2-B
TO
FUTURE ADVANCE BOND**

**FORM
OF
PREPAYMENT ELECTION NOTICE
FIXED SUM TO BE APPLIED
(RUS APPROVAL REQUIRED)**

**PREPAYMENT ELECTION NOTICE
FIXED SUM TO BE APPLIED
(RUS APPROVAL REQUIRED)**

DIRECT ALL QUESTIONS ON HOW TO COMPLETE THIS FORM TO THE ASSIGNED CONTACT OFFICE FOR THE BORROWER:

*Office of the Assistant Administrator, Electric Program
Telephone: (202) 205-8663*

WHEN COMPLETED, DELIVER THIS ORIGINAL FORM TO RUS AT THE ADDRESS OF THE CONTACT OFFICE INDICATED BELOW:

*Office of the Assistant Administrator, Electric Program
Rural Utilities Service
U.S. Department of Agriculture
Mail Stop 1560
1400 Independence Avenue, SW
Washington, DC 20250*

*Reference: Section 313A Loan Guarantee Underwriter Program
Attention: Amy McWilliams, Program Advisor*

*Telephone: (202) 205-8663
Facsimile: (844) 749-0736*

**PREPAYMENT ELECTION NOTICE
FIXED SUM TO BE APPLIED**

Director of Lending
Federal Financing Bank

Reference is made to the following-described Future Advance Bond (the "Bond") payable to the Federal Financing Bank ("FFB"), which is guaranteed by the Rural Utilities Service ("RUS"):

Name of Borrower (the "Borrower"):

National Rural Utilities Cooperative Finance Corporation

FFB Bond Identifier: _____¹

¹ Insert the FFB Bond Identifier that FFB assigned to the Bond (as provided in the Bond Purchase Agreement referred to in the Bond).

Part 1:

Notice is hereby given to FFB (and RUS) of the Borrower's election to prepay all or a portion of the outstanding principal amount of the advances of funds ("Advances") identified in this Part 1:

<u>FRB ADVANCE IDENTIFIER</u> ²	<u>RUS ACCOUNT NUMBER</u> ³	<u>ORIGINAL ADVANCE DATE</u> ⁴	<u>ORIGINAL ADVANCE AMOUNT</u> ⁵	<u>OUTSTANDING PRINCIPAL AMOUNT</u> ⁶
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

Part 2:

The Borrower intends to prepay all or a portion of the outstanding principal amount of the Advances identified in Part 1 on the following date (such date being the "Intended Prepayment Date"):

_____ ⁷

² Complete 1 line in Part 1 for each Advance that the Borrower intends to prepay in whole or in part. For each Advance, insert the FFB Advance Identifier for the respective Advance as specified in the most recent billing notice delivered by RUS to the Borrower.

³ For each Advance, insert the RUS Account Number for the respective Advance as specified in the most recent billing notice delivered by RUS to the Borrower.

⁴ For each Advance, insert the date on which FFB made the respective Advance to the Borrower.

⁵ For each Advance, insert the original principal amount of the respective Advance that FFB made to the Borrower.

⁶ Insert the outstanding principal amount of each Advance specified in Part 1 as of the day before the date on which the Borrower intends to make a prepayment on the respective Advances.

⁷ Insert the particular calendar date that the Borrower selects to be the date on which the Borrower intends to prepay the Advances specified in Part 1, which date must meet the criteria for Intended Prepayment Date prescribed in paragraph 16(b)(1) of the Bond.

Part 3:

The Borrower elects to have the following amount of funds applied by FFB toward a prepayment of the outstanding principal amount of the Advances identified in Part 1, in the order in which they appear in Part 1:

_____ ⁸

The undersigned hereby certifies that the authority of the undersigned to execute and deliver this Prepayment Election Notice on behalf of the Borrower is valid and in full force and effect on the date hereof.

NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION
(the "Borrower")

By: _____
Name: _____
Title: _____
Date: _____

⁸ Insert the particular amount of funds that the Borrower elects to be applied by FFB toward a prepayment of the outstanding principal amount of the Advances identified in Part 1, in the order in which they appear in Part 1.

**NOTICE OF RUS APPROVAL OF
PREPAYMENT ELECTION NOTICE**

Notice is hereby given to FFB that the preceding Prepayment Election Notice made by the Borrower identified therein has been approved by RUS for purposes of the Bond identified therein.

ADMINISTRATOR of the
RURAL UTILITIES SERVICE,
acting through his or her
duly authorized designee

By: _____

Name: _____

Title: _____

Date: _____

**ANNEX 3-A
TO
FUTURE ADVANCE BOND**

**FORM
OF
REFINANCING ELECTION NOTICE**

REFINANCING ELECTION NOTICE

DIRECT ALL QUESTIONS ON HOW TO COMPLETE THIS FORM TO THE ASSIGNED CONTACT OFFICE FOR THE BORROWER:

*Office of the Assistant Administrator, Electric Program
Telephone: (202) 205-8663*

WHEN COMPLETED, DELIVER THIS ORIGINAL FORM TO FFB AT THE FOLLOWING ADDRESS:

*Director of Lending
Federal Financing Bank
Main Treasury Building
1500 Pennsylvania Avenue, NW
Washington, DC 20220*

*Telephone: (202) 622-2470
Facsimile: (202) 622-0707*

DELIVER A COPY OF THIS FORM TO RUS AT THE ADDRESS OF THE CONTACT OFFICE INDICATED BELOW:

*Office of the Assistant Administrator, Electric Program
Rural Utilities Service
U.S. Department of Agriculture
Mail Stop 1560
1400 Independence Avenue, SW
Washington, DC 20250*

*Reference: Section 313A Loan Guarantee Underwriter Program
Attention: Amy McWilliams, Program Advisor*

*Telephone: (202) 205-8663
Facsimile: (844) 749-0736*

Director of Lending
Federal Financing Bank

Reference is made to the following-described Future Advance Bond (the "Bond") payable to the Federal Financing Bank ("FFB"), which is guaranteed by the Rural Utilities Service ("RUS"):

Name of Borrower (the "Borrower"):

National Rural Utilities Cooperative Corporation

FFB Bond Identifier:

1

Part 1:

Notice is hereby given to FFB (and RUS) of the Borrower's election to refinance the outstanding principal amount of each of the advances of funds ("Advances") identified in this Part 1:

FRB ADVANCE IDENTIFIER²	RUS ACCOUNT NUMBER³	ORIGINAL ADVANCE DATE⁴	ORIGINAL ADVANCE AMOUNT⁵	OUTSTANDING PRINCIPAL AMOUNT⁶
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

Part 2:

The Borrower intends to refinance the outstanding principal amount of each of the Advances identified in Part 1 on the following date (such date being the "Intended Refinancing Date"):

7

¹ Insert the FFB Bond Identifier that FFB assigned to the Bond (as provided in the Bond Purchase Agreement referred to in the Bond).
² Complete 1 line in Part 1 for each Advance that the Borrower intends to refinance. For each Advance, insert the FFB Advance Identifier for the respective Advance as specified in the most recent billing notice delivered by RUS to the Borrower.
³ For each Advance, insert the RUS Account Number for the respective Advance as specified in the most recent billing notice delivered by RUS to the Borrower.
⁴ For each Advance, insert the date on which FFB made the respective Advance to the Borrower.
⁵ For each Advance, insert the original principal amount of the respective Advance that FFB made to the Borrower.
⁶ For each Advance, insert the outstanding principal amount of the respective Advance as of the day before the intended refinancing.
⁷ Insert the particular calendar date that the Borrower selects to be the date on which the Borrower intends to refinance the Advances specified in Part 1, which date must meet the criteria for Intended Refinancing Date prescribed in paragraph 17(b)(1) of the Bond.

Part 3:

Notice is hereby given to FFB (and RUS) of the Borrower's election that each of the Advances identified in Part 1 is to be refinanced as follows:

FFB ADVANCE IDENTIFIER ⁸	AMOUNT OF PRINCIPAL TO BE REFINANCED ⁹	NEW MATURITY DATE ¹⁰	TYPE OF PREPAYMENT/ REFINANCING PRIVILEGE ¹¹	5-YEAR NO-CALL PERIOD ¹²	PREMIUM OPTION ¹³
_____	\$ _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

⁸ Complete 1 line in Part 3 for each Advance identified in Part 1 as being an Advance the Borrower elects to refinance. Insert the FFB Advance Identifier that FFB assigned to the respective Advance.

⁹ For each Advance, insert the amount of principal that is to be refinanced. This will be the same amount as the outstanding principal amount of the respective Advance inserted in Part 1.

¹⁰ For each Advance, insert the particular calendar date that the Borrower selects to be the new Maturity Date to be in effect for the respective Advance after the refinancing, which new Maturity Date must meet all the criteria for Maturity Dates specified in section 7.3.1(a)(5) of the Bond Purchase Agreement referred to in the Bond.

¹¹ Elect 1 of the following 2 types of prepayment/refinancing privilege for an Advance only if the new Maturity Date selected for such Advance will occur on or after the fifth anniversary of the effective date of this Maturity Extension. The 2 types of prepayment/refinancing privilege are: the market value premium (or discount) privilege ("M") and a fixed premium privilege ("F"). Insert in the box the letter-symbol for the particular type of prepayment/refinancing privilege elected.

¹² Elect 1 of the following 2 no-call period options for an Advance only if a fixed premium privilege is elected as the prepayment/refinancing privilege for such Advance. The 2 no-call period options are: yes ("Y"), if the Borrower elects to have the fixed premium prepayment/refinancing privilege include a 5-year period during which the Advance will not be eligible for prepayment or refinancing, and no ("N"), if the Borrower elects to have the fixed premium prepayment/refinancing privilege not include any such a 5-year no-call period. Insert in the box the letter-symbol for the particular no-call period option elected.

¹³ Select 1 of the following 3 premium options for an Advance only if a fixed premium privilege is elected as the prepayment/refinancing privilege for such Advance. The 3 premium options are: a 10% premium declining over 10 years ("X"), a 5% premium declining over 5 years ("V"), and par (no premium) ("P"). Insert in the box the letter-symbol for the particular premium option selected.

The undersigned hereby certifies that the authority of the undersigned to execute and deliver this Refinancing Election Notice on behalf of the Borrower is valid and in full force and effect on the date hereof.

NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION
(the "Borrower")

By: _____

Name: _____

Title: _____

Date: _____

**ANNEX 3-B
TO
FUTURE ADVANCE BOND**

**FORM
OF
REFINANCING ELECTION NOTICE
(RUS APPROVAL REQUIRED)**

**REFINANCING ELECTION NOTICE
(RUS APPROVAL REQUIRED)**

DIRECT ALL QUESTIONS ON HOW TO COMPLETE THIS FORM TO THE ASSIGNED CONTACT OFFICE FOR THE BORROWER:

*Office of the Assistant Administrator, Electric Program
Telephone: (202) 205-8663*

WHEN COMPLETED, DELIVER THIS ORIGINAL FORM TO RUS AT THE ADDRESS OF THE CONTACT OFFICE INDICATED BELOW:

*Office of the Assistant Administrator, Electric Program
Rural Utilities Service
U.S. Department of Agriculture
Mail Stop 1560
1400 Independence Avenue, SW
Washington, DC 20250*

*Reference: Section 313A Loan Guarantee Underwriter Program
Attention: Amy McWilliams, Program Advisor*

*Telephone: (202) 205-8663
Facsimile: (844) 749-0736*

REFINANCING ELECTION NOTICE

Director of Lending
Federal Financing Bank

Reference is made to the following-described Future Advance Bond (the "Bond") payable to the Federal Financing Bank ("FFB"), which is guaranteed by the Rural Utilities Service ("RUS"):

Name of Borrower (the "Borrower"):

National Rural Utilities Cooperative Corporation

FFB Bond Identifier: _____¹

¹ Insert the FFB Bond Identifier that FFB assigned to the Bond (as provided in the Bond Purchase Agreement referred to in the Bond).

Part 1:

Notice is hereby given to FFB (and RUS) of the Borrower's election to refinance the outstanding principal amount of each of the advances of funds ("Advances") identified in this Part 1:

FRB ADVANCE IDENTIFIER²	RUS ACCOUNT NUMBER³	ORIGINAL ADVANCE DATE⁴	ORIGINAL ADVANCE AMOUNT⁵	OUTSTANDING PRINCIPAL AMOUNT⁶
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

Part 2:

The Borrower intends to refinance the outstanding principal amount of each of the Advances identified in Part 1 on the following date (such date being the "Intended Refinancing Date"):

_____ ⁷

² Complete 1 line in Part 1 for each Advance that the Borrower intends to refinance. For each Advance, insert the FFB Advance Identifier for the respective Advance as specified in the most recent billing notice delivered by RUS to the Borrower.

³ For each Advance, insert the RUS Account Number for the respective Advance as specified in the most recent billing notice delivered by RUS to the Borrower.

⁴ For each Advance, insert the date on which FFB made the respective Advance to the Borrower.

⁵ For each Advance, insert the original principal amount of the respective Advance that FFB made to the Borrower.

⁶ For each Advance, insert the outstanding principal amount of the respective Advance as of the day before the intended refinancing.

⁷ Insert the particular calendar date that the Borrower selects to be the date on which the Borrower intends to refinance the Advances specified in Part 1, which date must meet the criteria for Intended Refinancing Date prescribed in paragraph 17(b)(1) of the Bond.

Part 3:

Notice is hereby given to FFB (and RUS) of the Borrower's election that each of the Advances identified in Part 1 is to be refinanced as follows:

FFB ADVANCE IDENTIFIER⁸	AMOUNT OF PRINCIPAL TO BE REFINANCED⁹	NEW MATURITY DATE¹⁰	TYPE OF PREPAYMENT/ REFINANCING PRIVILEGE¹¹	5-YEAR NO-CALL PERIOD¹²	PREMIUM OPTION¹³
_____	\$ _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

⁸ Complete 1 line in Part 3 for each Advance identified in Part 1 as being an Advance the Borrower elects to refinance. Insert the FFB Advance Identifier that FFB assigned to the respective Advance.

⁹ For each Advance, insert the amount of principal that is to be refinanced. This will be the same amount as the outstanding principal amount of the respective Advance inserted in Part 1.

¹⁰ For each Advance, insert the particular calendar date that the Borrower selects to be the new Maturity Date" to be in effect for the respective Advance after the refinancing, which new Maturity Date must meet all the criteria for Maturity Dates specified in section 7.3.1(a)(5) of the Bond Purchase Agreement referred to in the Bond.

¹¹ Elect 1 of the following 2 types of prepayment/refinancing privilege for an Advance only if the new Maturity Date selected for such Advance will occur on or after the fifth anniversary of the effective date of this Maturity Extension. The 2 types of prepayment/refinancing privilege are: the market value premium (or discount) privilege ("M") and a fixed premium privilege ("F"). Insert in the box the letter-symbol for the particular type of prepayment/refinancing privilege elected.

¹² Elect 1 of the following 2 no-call period options for an Advance only if a fixed premium privilege is elected as the prepayment/refinancing privilege for such Advance. The 2 no-call period options are: yes ("Y"), if the Borrower elects to have the fixed premium prepayment/refinancing privilege include a 5-year period during which the Advance will not be eligible for prepayment or refinancing, and no ("N"), if the Borrower elects to have the fixed premium prepayment/refinancing privilege not include any such a 5-year no-call period. Insert in the box the letter-symbol for the particular no-call period option elected.

¹³ Select 1 of the following 3 premium options for an Advance only if a fixed premium privilege is elected as the prepayment/refinancing privilege for such Advance. The 3 premium options are: a 10% premium declining over 10 years ("X"), a 5% premium declining over 5 years ("V"), and par (no premium) ("P"). Insert in the box the letter-symbol for the particular premium option selected.

The undersigned hereby certifies that the authority of the undersigned to execute and deliver this Refinancing Election Notice on behalf of the Borrower is valid and in full force and effect on the date hereof.

NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION
(the "Borrower")

By: _____

Name: _____

Title: _____

Date: _____

**NOTICE OF RUS APPROVAL OF
REFINANCING ELECTION NOTICE**

Notice is hereby given to FFB that the preceding Refinancing Election Notice made by the Borrower identified therein has been approved by RUS for purposes of the Bond identified therein.

ADMINISTRATOR of the
RURAL UTILITIES SERVICE,
acting through his or her
duly authorized designee

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C
TO
BOND PURCHASE AGREEMENT

FORM
OF
CERTIFICATE SPECIFYING AUTHORIZED BORROWER OFFICIALS

**CERTIFICATE SPECIFYING
AUTHORIZED BORROWER OFFICIALS**

Federal Financing Bank
Main Treasury Building
1500 Pennsylvania Avenue, NW
Washington, DC 20220

Reference is made to the Series T Bond Purchase Agreement dated as of December 15, 2022 (the "Bond Purchase Agreement"), by and among the Federal Financing Bank ("FFB"), National Rural Utilities Cooperative Finance Corporation (the "Borrower"), and the Administrator of the Rural Utilities Service ("RUS"). Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to them in the Bond Purchase Agreement.

This Certificate Specifying Authorized Borrower Officials is delivered to FFB pursuant to section 4.1(c) of the Bond Purchase Agreement.

The undersigned, on behalf of the Borrower, hereby certifies that:

- a. each of the individuals named below is the duly qualified and incumbent official of the Borrower holding the position title set out opposite the respective individual's name;
- b. each of the individuals named below is authorized to execute and deliver Advance Requests from time to time on behalf of the Borrower; and
- c. the signature of each such individual set out opposite the respective individual's name and title is the genuine signature of such individual:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
J. Andrew Don	Chief Executive Officer	_____

Ling Wang	Senior Vice President and Chief Financial Officer	_____
Nathan Howard	Senior Vice President, General Counsel and Assistant Secretary- Treasurer	_____
Brad Captain	Senior Vice President, Chief Corporate Affairs and Assistant Secretary-Treasurer	_____

The undersigned certifies that the undersigned has been given the authority to execute this Certificate Specifying Authorized Borrower Officials on behalf of the Borrower and to deliver it to FFB, and that this authority is valid and in full force and effect on the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Certificate Specifying Authorized Borrower Officials and caused it to be delivered to FFB.

NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION
(the "Borrower")

By: _____

Name: Nathan Howard

Title: Assistant Secretary-Treasurer

Date: December 15, 2022

EXHIBIT D
TO
BOND PURCHASE AGREEMENT

FORM
OF
CERTIFICATE SPECIFYING AUTHORIZED RUS OFFICIALS

**CERTIFICATE SPECIFYING
AUTHORIZED RUS OFFICIALS**

Federal Financing Bank
Main Treasury Building
1500 Pennsylvania Avenue, NW
Washington, DC 20220

Reference is made to the Series T Bond Purchase Agreement dated as of December 15, 2022 (the "Bond Purchase Agreement"), by and among the Federal Financing Bank ("FFB"), National Rural Utilities Cooperative Finance Corporation (the "Borrower"), and the Administrator of the Rural Utilities Service ("RUS"). Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to them in the Bond Purchase Agreement.

This Certificate Specifying Authorized RUS Officials is delivered to FFB pursuant to section 4.2 or 13.1 of the Bond Purchase Agreement.

1. The undersigned, on behalf of RUS, hereby certifies that:
 - a. each of the individuals named below is the duly qualified and incumbent official of RUS holding the position title set out opposite the respective individual's name;
 - b. each of the individuals named below is authorized to execute and deliver Advance Request Approval Notices from time to time on behalf of RUS; and
 - c. the signature of each such individual set out opposite the respective individual's name and title is the genuine signature of such individual:
Rural Utilities Service

Andy Berke	Administrator Rural Utilities Service	_____
Christopher A. McLean	Assistant Administrator Electric Program Rural Utilities Service	_____
James F. Elliott	Director of Operations Electric Program Rural Utilities Service	_____

2. The undersigned, on behalf of RUS, hereby certifies that:

a. each of the individuals named below is the duly qualified and incumbent official of RUS holding the position title set out opposite the respective individual's name;

b. each of the individuals named below is authorized to confirm telephonically the authenticity of Advance Request Approval Notices from time to time on behalf of RUS; and

c. the telephone number of each such individual is set out opposite the respective individual's name and title:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>
Andy Berke	Administrator Rural Utilities Service	(202) 720-9540
Christopher A. McLean	Assistant Administrator Electric Program Rural Utilities Service	(202) 720-9545
James F. Elliott	Director of Operations Electric Program Rural Utilities Service	(202) 720-9546

IN WITNESS WHEREOF, the undersigned has executed this Certificate Specifying Authorized RUS Officials and caused it to be delivered to FFB.

ADMINISTRATOR of the
RURAL UTILITIES SERVICE,

By: _____

Name: Andy Berke

Title: Administrator

Date: December 15, 2022

EXHIBIT E
TO
BOND PURCHASE AGREEMENT

FORM
OF
OPINION OF BORROWER'S COUNSEL

re:
BORROWER'S INSTRUMENTS

December 15, 2022

Administrator
Rural Utilities Service
United States Department of Agriculture
1400 Independence Avenue, S.W.
Washington, DC 20250

Federal Financing Bank
Main Treasury Building
1500 Pennsylvania Avenue, N.W.
Washington, DC 20220

Gentlemen:

I am delivering this opinion as General Counsel (“Counsel”) of National Rural Utilities Cooperative Finance Corporation, a District of Columbia cooperative association (“Borrower”), and am familiar with matters pertaining to the loan to Borrower in the principal amount of \$750,000,000.00, provided for in the Series T Bond Purchase Agreement (“Bond Purchase Agreement”), dated as of December 15, 2022 made by and among Borrower, the Federal Financing Bank (“FFB”), and the United States of America, acting through the Rural Utilities Service, a Rural Development agency of the United States Department of Agriculture (“RUS”), which loan has been guaranteed by RUS.

I have examined such corporate records and proceedings of Borrower, and such other documents as I have deemed necessary as a basis for the opinions hereinafter expressed.

I have also examined the following documents as executed and delivered: (a) the Bond Purchase Agreement, (b) the Future Advance Bond, dated as of December 15, 2022, in the maximum principal amount of \$750,000,000.00 (“Guaranteed Bond”), said Guaranteed Bond payable to FFB, (c) the Ninth Amended, Restated and Consolidated Bond Guarantee Agreement, dated as of December 15, 2022, made by and between RUS and Borrower, (“Guarantee Agreement”), (d) the Ninth Amended, Restated and Consolidated Pledge Agreement, dated as of December 15, 2022, made by and among Borrower, RUS and U.S. Bank National Association (“Pledge Agreement”), and (e) the Series T Reimbursement Note, dated as of December 15, 2022, issued by Borrower to RUS (“Reimbursement Note”). The documents described in items (a) through (e) above are collectively referred to herein as the “Bond Documents.”

Based on the foregoing, but subject to the assumptions, exceptions, qualifications and limitations hereinafter expressed, I am of the opinion that:

- (1) The Borrower has been duly incorporated and is validly existing as a member-owned cooperative association in good standing under the

laws of the District of Columbia with corporate power and authority to execute and perform its obligations under the Bond Documents.

(2) The Bond Documents have been duly authorized, executed and delivered by the Borrower, and such documents constitute the legal, valid and binding agreements of the Borrower, enforceable against the Borrower in accordance with their respective terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws of general applicability relating to or affecting creditors' rights generally, and (b) the application of general principles of equity regardless of whether such enforceability is considered in a proceeding in equity or at law.

(3) Neither the execution nor the delivery by the Borrower of any of the Bond Documents nor the consummation by the Borrower of any of the transactions contemplated therein, including, without limitation, the pledge of the Pledged Securities (as such term is defined in the Pledge Agreement) to RUS if required, nor the fulfillment by the Borrower of the terms of any of the Bond Documents will conflict with or violate, result in a breach of or constitute a default under any term or provision of the Articles of Incorporation or By-laws of the Borrower or any law or any regulation or any order known to Counsel currently applicable to the Borrower of any court, regulatory body, administrative agency or governmental body having jurisdiction over the Borrower or the terms of any indenture, deed of trust, note, note agreement or instrument to which the Borrower is a party or by which the Borrower or any of its properties is bound.

(4) No approval, authorization, consent, order, registration, filing, qualification, license or permit of or with any state or Federal court or governmental agency or body including, without limitation, RUS, having jurisdiction over the Borrower is required for any consummation by the Borrower of the transactions contemplated by the Bond Documents except such as have been obtained from RUS; provided, however, no opinion is expressed as to the applicability of any Federal or state securities law to any sale, transfer or other disposition of the Guaranteed Bond after the date hereof.

(5) There is no pending or, to the best of Counsel's knowledge, threatened action, suit or proceeding before any court or governmental agency, authority or body or any arbitrator with respect to the Borrower, or any of the Bond Documents, or which, if adversely determined, would have a material adverse effect on the Borrower's financial condition or its ability to perform its obligations under any of the Bond Documents, except as previously disclosed.

The foregoing opinions are subject to the following assumptions, exceptions, qualifications and limitations:

Adminstrator - RUS
Federal Financing Bank
December 15, 2022
Page 3

A. I am a member of the Bar of the District of Columbia and render no opinion on the laws of any jurisdiction other than the laws of the District of Columbia, the federal laws of the United States of America and the General Corporation Law of the District of Columbia.

B. My opinions are limited to the present laws and to the facts, as they presently exist. I assume no obligation to revise or supplement this opinion should the present laws of the jurisdictions referred to in paragraph A above be changed by legislative action, judicial decision or otherwise.

C. This letter is rendered to you in connection with the Bond Documents and the transactions related thereto, and may not be relied upon by any other person or by you in any other context or for any other purpose.

D. I have assumed with your permission (i) the genuineness of all signatures by each party other than the Borrower, (ii) the authenticity of documents submitted to me as originals and the conformity to authentic original documents of all documents submitted to me as copies, and (iii) the due execution and delivery, pursuant to due authorization, of the Bond Documents by each party other than the Borrower.

Yours sincerely,

Nathan Howard
General Counsel

EXHIBIT F
TO
BOND PURCHASE AGREEMENT

FORM
OF
OPINION OF RUS'S COUNSEL

re:
RUS GUARANTEE

December 15, 2022

MEMORANDUM FOR: ANDY BERKE
 ADMINISTRATOR
 RURAL UTILITIES SERVICE

FROM: Janie Simms Hipp
 General Counsel

SUBJECT: Section 313A Legal Opinion

This is in response to your letter of December 15, 2022, written in your capacity as Administrator of the Rural Utilities Service (“RUS”), a Rural Development agency of the United States Department of Agriculture (“USDA”). That letter requested an opinion from this office concerning your authority to act as Administrator to execute and deliver a certain guarantee (the “Guarantee”) pursuant to the Rural Electrification Act of 1936, as amended, and whether the Guarantee when executed by you will be an incontestable obligation of the United States of America, acting through RUS, supported by the full faith and credit of the United States.

More particularly, the Guarantee is endorsed on a Future Advance Bond (the “Bond”) dated December 15, 2022, being issued by the National Rural Utilities Cooperative Finance Corporation (the “Borrower”), a cooperative association organized under the laws of the District of Columbia, to the Federal Financing Bank (the “FFB”), a body corporate and instrumentality of the United States of America. We have been advised that the Borrower is using the proceeds of the Bond for purposes specified in section 313A of the Rural Electrification Act of 1936 (defined herein).

We have examined the following:

1. The Rural Electrification Act of 1936, 7 U.S.C. §§ 901-950cc-2 (the “Rural Electrification Act of 1936”), as amended;
2. The Consolidated Appropriations Act, 2022, Pub. L. No. 117-103, Division A, 136 Stat. 49, 75 (the “Appropriations Act”);
3. Delegations of authority from the Secretary of Agriculture to the Under Secretary for Rural Development pursuant to the delegations in 7 C.F.R. § 2.17 (2022), and redelegations from the Under Secretary for Rural Development to the Administrator, Rural Utilities Service, pursuant to the delegations in 7 C.F.R. § 2.47 (2022);

4. The executed Bond of the Borrower in the maximum principal amount of five hundred fifty million dollars (\$750,000,000), having a final maturity date of July 15, 2057, and payable to FFB and any successor or assign of FFB;

5. The Guarantee endorsed by the Administrator of RUS, which is attached to the Bond; and

6. The Commitment Letter, dated September 9, 2022, from Christopher A. McLean, Acting Administrator of RUS, notifying the Borrower that RUS has approved the Guarantee.

Based upon the foregoing, having regard to legal considerations which we deem relevant, we are of the opinion that:

1. You are authorized under the Rural Electrification Act of 1936 and the Appropriations Act to execute and deliver the Guarantee.

2. The Guarantee has been executed by you pursuant to section 313A of the Rural Electrification Act of 1936.

3. The Guarantee is an enforceable obligation of RUS supported by the full faith and credit of the United States and incontestable except for fraud or misrepresentation of which the holder of the Guarantee had actual knowledge at the time it became a holder.

Based on the foregoing and upon such further investigation as we have deemed necessary, we are of the opinion that:

1. The execution and delivery of the Guarantee by the Administrator is authorized by applicable law.

2. The Guarantee has been executed and delivered by an official of RUS who is duly authorized to execute and deliver such document.

3. The Guarantee is a valid obligation of the United States of America for which the full faith and credit of the United States of America are pledged.

EXHIBIT G
TO
BOND PURCHASE AGREEMENT

FORM
OF
RUS CERTIFICATE

RUS CERTIFICATE

Federal Financing Bank
Main Treasury Building
1500 Pennsylvania Avenue, NW
Washington, DC 20220

Reference is made to:

- (a) the Series T Bond Purchase Agreement dated as of December 15, 2022 (the "Bond Purchase Agreement"), by and among the Federal Financing Bank ("FFB"), National Rural Utilities Cooperative Finance Corporation (the "Borrower"), and the Administrator of the Rural Utilities Service ("RUS"), a Rural Development agency of the United States Department of Agriculture;
- (b) the Series T Bond dated as of December 15, 2022 (the "Bond"), issued by the Borrower payable to FFB in the maximum principal amount of \$750,000,000.00; and
- (c) the RUS Guarantee dated as of December 15, 2022 (the "RUS Guarantee").

Pursuant to sections 3.3.1(c) and 4.2(b) of the Bond Purchase Agreement, the undersigned hereby certifies the following:

- 1. I am the Administrator of RUS.
- 2. I am furnishing this RUS Certificate to FFB with the intent that it be relied upon by FFB as a basis for taking or withholding action pursuant to the Bond Purchase Agreement.
- 3. As the Administrator of RUS, I have executed the RUS Guarantee and caused it to be attached to the Bond.
- 4. The executed RUS Guarantee conforms exactly to the form of "RUS Guarantee" prescribed in the Bond Purchase Agreement.

5. RUS retains custody of the executed original Bond as agent for FFB under the terms of the Bond Purchase Agreement, subject to delivery of actual possession of the original Bond to FFB upon request by FFB.
6. RUS, as agent for FFB, has received from the Borrower the certification regarding lobbying that is required to be filed by recipients of federal loans, in the form of certificate set forth in Appendix A to 31 C.F.R. Part 21, and, if required under 31 C.F.R. Part 21, the disclosure form to report lobbying, in the form of disclosure form set forth in Appendix B to 31 C.F.R. Part 21. RUS retains custody of the executed original certificate (and, if applicable, disclosure form) as agent for FFB under the terms of the Bond Purchase Agreement, subject to delivery of actual possession of the original certificate (and, if applicable, disclosure form) to FFB or its designate upon request by FFB or its designate.
7. The Borrower does not have a judgment lien against any of the Borrower's property for a debt owed to the United States of America.

IN WITNESS WHEREOF, the undersigned has executed this RUS Certificate and caused it to be delivered to FFB.

UNITED STATES OF AMERICA, acting
through the ADMINISTRATOR of the
RURAL UTILITIES SERVICE,

By: _____

Name: Andy Berke
Administrator

Date: December 15, 2022

EXHIBIT H
TO
BOND PURCHASE AGREEMENT

FORM
OF
RUS GUARANTEE

RUS GUARANTEE

The United States of America, acting through the Administrator of the Rural Utilities Service (“RUS”), a Rural Development agency of the United States Department of Agriculture, hereby guarantees to the Federal Financing Bank, its successors and assigns (“FFB”), all payments of principal, interest, premium (if any), and late charges (if any), when and as due in accordance with the terms of the Series T Bond dated December 15, 2022, issued by National Rural Utilities Cooperative Finance Corporation (the “Borrower”) payable to FFB in the maximum principal amount of \$750,000,000, to which this RUS Guarantee is attached (such bond being the “Bond”), with interest on the principal until paid, irrespective of (i) acceleration of such payments under the terms of the Bond, or (ii) receipt by RUS of any sums or property from its enforcement of its remedies for the Borrower’s default.

This RUS Guarantee is issued pursuant to section 313A of the Rural Electrification Act of 1936, as amended (7 U.S.C. § 940c-1), section 6 of the Federal Financing Bank Act of 1973 (12 U.S.C. § 2285), and the Series T Bond Purchase Agreement dated as of December 15, 2022, among FFB, the Borrower, and RUS.

UNITED STATES OF AMERICA, acting
Through the Administrator of the
RURAL UTILITIES SERVICE

By:

Name: Andy Berke
Administrator of the
Rural Utilities Service

Date: December 15, 2022

	Bond Date	<u>December 15, 2022</u>
FOR FFB USE ONLY: Bond Identifier: <u>CFC-0016</u> Purchase Date: <u>December 15, 2022</u>	Place of Issue	<u>Washington, DC</u>
	Last Day for an Advance (¶3)	<u>July 15, 2027</u>
	Maximum Principal Amount (¶4)	<u>\$750,000,000.00</u>
	Final Maturity Date (¶5)	<u>July 15, 2057</u>

FUTURE ADVANCE BOND SERIES T

1. Promise to Pay.

FOR VALUE RECEIVED, NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, a cooperative association existing under the laws of the District of Columbia (the "Borrower," which term includes any successors or assigns) promises to pay the **FEDERAL FINANCING BANK ("FFB")**, a body corporate and instrumentality of the United States of America (FFB, for so long as it shall be the holder of this Bond, and any successor or assignee of FFB, for so long as such successor or assignee shall be the holder of this Bond, being the "Holder"), at the times, in the manner, and with interest at the rates to be established as hereinafter provided, such amounts as may be advanced from time to time by FFB to the Borrower under this Bond (each such amount being an "Advance", and more than one such amount being "Advances").

2. Reference to Certain Agreements.

(a) Bond Purchase Agreement. This Bond is the "Bond" referred to in, and entitled to the benefits of, the Series T Bond Purchase Agreement dated as of even date herewith, made by and among FFB, the Borrower, and the Administrator of the Rural Utilities Service, a Rural

Development agency of the United

States Department of Agriculture ("RUS") (such agreement, as it may be amended, supplemented, and restated from time to time in accordance with its terms, being the "Bond Purchase Agreement").

(b) Bond Guarantee Agreement. This Bond is the "Bond" referred to in, and entitled to the benefits of, the Ninth Amended, Restated and Consolidated Bond Guarantee Agreement dated as of December 15, 2022, made between RUS and the Borrower (such agreement, as it may be amended, supplemented, and restated from time to time in accordance with its terms, being the "Bond Guarantee Agreement").

(c) Pledge Agreement. This Bond is the "Bond" referred to in the Ninth Amended, Restated and Consolidated Pledge Agreement dated as of December 15, 2022, made among the Borrower, RUS, and U.S. Bank National Association, a national association (such agreement, as it may be amended, supplemented, and restated from time to time in accordance with its terms, being the "Pledge Agreement").

3. Advances; Advance Requests; RUS Approval Requirement; Last Day for an Advance.

(a) Subject to the terms and conditions of the Bond Purchase Agreement, FFB shall make Advances to the Borrower from time to time under this Bond, in each case upon delivery to FFB of a written request by the Borrower for an Advance under this Bond, in the form of request attached to the Bond Purchase Agreement as Exhibit A thereto (each such request being an "Advance Request") and completed as prescribed in section 7.3.1 of the Bond Purchase Agreement.

(b) To be effective, an Advance Request must first be delivered to RUS for approval and be approved by RUS in writing, and such Advance Request, together with written notification of RUS's approval thereof (each such notification being an "Advance Request Approval Notice"), must be received by FFB consistent with the advance notice requirements prescribed in sections 7.3.1(c) and 7.3.2(b) of the Bond Purchase Agreement.

(c) FFB shall make each requested Advance on the particular calendar date that the Borrower requested in the respective Advance Request to be the date on which the respective Advance is to be made (such date being the "Requested Advance Date" for such Advance), subject to the provisions of the Bond Purchase Agreement describing certain circumstances under which a requested Advance shall be made on a later date; provided, however, that no Advance shall be made under this Bond after the particular date specified on page 1 of this Bond as being the "Last Day for an Advance."

4. Principal Amount of Advances; Maximum Principal Amount.

The principal amount of each Advance shall be the particular dollar amount that the Borrower specified in the respective Advance Request as the "Requested Advance Amount" for the respective Advance; provided, however, that the aggregate principal amount of all Advances made under this Bond shall not exceed the particular amount specified on page 1 of this Bond as being the "Maximum Principal Amount."

5. Maturity Dates for Advances.

Subject to paragraph 15 of this Bond, each Advance shall mature on the particular calendar date that the Borrower selected in the respective Advance Request to be the date on which the respective Advance is to mature (such date being the "Maturity Date" for such Advance), provided that such Maturity Date meets all of the criteria for Maturity Dates prescribed in section 7.3.1(a)(5) of the Bond Purchase Agreement.

6. Computation of Interest on Advances.

(a) Subject to paragraphs 11 and 16 of this Bond, interest on the outstanding principal of each Advance shall accrue from the date on which the respective Advance is made to the date on which such principal is due.

(b) Interest on each Advance shall be computed on the basis of (1) actual days elapsed from (but not including) the date on which the respective Advance is made (for the first payment of interest due under this Bond for such Advance) or the date on which the payment of interest was last due (for all other payments of interest due under this Bond for such Advance), to (and including) the date on which the payment of interest is next due; and (2) a year of 365 days (except in calendar years including February 29, when the basis shall be a 366-day year).

(c) The basic interest rate for each Advance shall be established by FFB, as of the date on which the respective Advance is made, on the basis of the determination made by the Secretary of the Treasury pursuant to section 6(b) of the Federal Financing Bank Act of 1973, as amended (codified at 12 U.S.C. § 2281 et seq.) (the "FFB Act"); provided, however, that the shortest maturity used as the basis for any rate determination shall be the remaining maturity of the most recently auctioned United States Treasury bills having the shortest maturity of all United States Treasury bills then being regularly auctioned.

(d) In the event that (1) the Borrower has selected for any Advance a Maturity Date that will occur on or after the fifth anniversary of the Requested Advance Date for such Advance, and (2) the Borrower has elected for such Advance a prepayment/ refinancing privilege described in section 11.3 of the Bond

Purchase Agreement, then the interest rate for such Advance shall also include a price (expressed in terms of a basis point increment to the applicable basic interest rate) for the particular prepayment/refinancing privilege that the Borrower selected, which price shall be established by FFB on the basis of a determination made by FFB as to the difference between (A) the estimated market yield of a notional obligation if such obligation were to (i) be issued by the Secretary of the Treasury, (ii) have a maturity comparable to the maturity of such Advance, and (iii) include a prepayment and refinancing privilege identical to the particular prepayment/refinancing privilege that the Borrower elected for such Advance, and (B) the estimated market yield of a notional obligation if such obligation were to (i) be issued by the Secretary of the Treasury, (ii) have a maturity comparable to the maturity of such Advance, but (iii) not include such prepayment and refinancing privilege.

7. Payment of Interest; Payment Dates.

Interest accrued on the outstanding principal amount of each Advance shall be due and payable quarterly on January 15, April 15, July 15, and October 15 of each year (each such day being a "Payment Date"), beginning on the first Payment Date to occur after the date on which the respective Advance is made, up through and including the Maturity Date of such Advance; provided, however, that with respect to each Advance that is made in the 30-day period immediately preceding any Payment Date, payments of accrued interest on the outstanding principal amount of the respective Advance shall be due beginning on the second Payment Date to occur after the date on which such Advance is made.

8. Repayment of Principal; Principal Repayment Options.

(a) The principal amount of each Advance shall be payable in quarterly installments, which installments shall be due beginning on the first Payment Date to occur after the date on which the respective Advance is made, and shall be due on each Payment Date to occur thereafter until the principal amount of the respective Advance is repaid in full on or before the particular date specified on page 1 of this Bond as being the "Final Maturity Date" (such date being the "Final Maturity Date"); provided, however, that with respect to each Advance that is made in the 30-day period immediately preceding any Payment Date, principal installments shall be due beginning on the second Payment Date to occur after the date on which the respective Advance is made.

(b) In the respective Advance Request for each Advance, the Borrower must also select a method for the repayment of principal of such Advance from among the following options:

(1) "equal principal installments" -- the amount of each quarterly principal installment shall be substantially equal to the amount of every other quarterly principal installment and shall be sufficient, when added to all other such quarterly installments of equal principal, to repay the principal amount of such Advance in full on the Final Maturity Date (notwithstanding the fact that the Borrower may have selected a Maturity Date for such Advance that will occur before the Final Maturity Date);

(2) "graduated principal installments" -- the amount of each of the first one-third (or nearest number of payments that rounds to one-third) of the total number of quarterly principal installments shall be substantially equal to one-half of the amount of each of the remaining quarterly principal installments, and shall be sufficient, when added to all other such quarterly installments of graduated principal, to repay the principal amount of such Advance in full on the Final Maturity Date (notwithstanding the fact that the Borrower may have selected a Maturity Date for such Advance that will occur before the Final Maturity Date); or

(3) "level debt service" -- the amount of each quarterly payment consisting of a principal installment and accrued interest shall be substantially equal to the amount of every other quarterly payment consisting of a principal installment and accrued interest, and shall be sufficient, when added to all other such level quarterly payments consisting of a principal installment and accrued interest, to repay the principal amount of such Advance in full on the Final Maturity Date (notwithstanding the fact that the Borrower may have selected a Maturity Date for such Advance that will occur before the Final Maturity Date).

(c) For each Advance, the amount of principal that shall be due and payable on each of the dates specified in subparagraph (a) of this paragraph 8 shall be the amount of the principal installment due under a principal repayment schedule for the respective Advance that is computed in accordance with the principles of the particular method for the repayment of principal that is selected by the Borrower for such Advance from among the options described in subparagraph (b) of this paragraph 8. Except at the times described in the immediately following sentence, the method for the repayment of principal that is selected by the Borrower for any Advance, and the resulting principal repayment schedule that is so computed for such Advance, may not be changed. Notwithstanding the foregoing, with respect to each Advance for which the Borrower has selected a Maturity Date that will occur before the Final Maturity Date, the Borrower may change the particular method for the repayment of principal that was selected by the Borrower for the respective Advance from either the "equal principal installments" method or the "graduated principal installments"

method to the "level debt service" method at the time (if ever) that the Borrower elects to extend the maturity of such Advance (as provided in paragraph 15 of this Bond), effective as of the effective date of such maturity extension, or at the time (if ever) that the Borrower elects to refinance the outstanding principal amount of such Advance (as provided in paragraph 18 of this Bond), effective as of the effective date of such refinancing, and the principal repayment schedule for such Advance shall thereupon be newly computed in accordance with the "level debt service" method for the repayment of principal. After the Borrower has selected the Final Maturity Date as the Maturity Date for any Advance, the Borrower may so change the particular method for the repayment of principal of any Advance, and the principal repayment schedule for such Advance shall be so newly computed, only at the time (if ever) that the Borrower elects to refinance the outstanding principal amount of such Advance (as provided in paragraph 18 of this Bond), effective as of the effective date of such refinancing.

(d) With respect to each Advance that has a Maturity Date that will occur before the Final Maturity Date, the entire unpaid principal amount of the respective Advance shall be payable on such Maturity Date, subject to extensions of the maturity of such Advance (as provided in paragraph 15 of this Bond).

(e) Notwithstanding which of the methods for the repayment of principal described in subparagraph (b) of this paragraph 8 is selected by the Borrower for any Advance, the aggregate of all quarterly payments of principal and interest on such Advance shall be such as will repay the entire principal amount of such Advance, and pay all interest accrued thereon, on or before the Final Maturity Date.

9. Fee.

(a) A fee to cover expenses and contingencies, assessed by FFB pursuant to section 6(c) of the FFB Act, shall accrue on the outstanding principal amount of each Advance for the period from the date on which the respective Advance is made to the date on which the principal amount of such Advance is due, not taking into account any maturity extensions permitted by paragraph 15 of this Bond (such period being the "Advance Period").

(b) The fee on each Advance shall be:

(1) 12.5 basis points (0.125%) per annum of the unpaid principal balance of such Advance for an Advance Period of 10 years or less; and

(2) 25 basis points (0.25%) per annum of the unpaid principal balance of such Advance for an Advance Period greater than 10 years.

(c) The fee on each Advance shall be computed in the same manner as accrued interest is computed under paragraph 6(b) of this Bond, and shall be due and payable at the same times as accrued interest is due and payable under paragraph 7 of this Bond (adjusted as provided in paragraph 10 of this Bond if a Payment Date is not a Business Day). The fee on each Advance shall be credited to RUS as required by section 505(c) of the Federal Credit Reform Act of 1990, as amended (codified at 2 U.S.C. § 661d(c)).

10. Business Days.

(a) Whenever any Payment Date, the Maturity Date for any Advance, or the Final Maturity Date shall fall on a day on which either FFB or the Federal Reserve Bank of New York is not open for business, the payment that would otherwise be due on such Payment Date, Maturity Date, or Final Payment Date, as the case may be, shall be due on the first day thereafter on which FFB and the Federal Reserve Bank of New York are both open for business (any such day being a "Business Day").

(b) In the event that any Payment Date falls on a day other than a Business Day, then the extension of time for making the payment that would otherwise be due on such Payment Date shall be (1) taken into account in establishing the interest rate for the respective Advance, (2) included in computing interest due in connection with such payment, and (3) excluded in computing interest due in connection with the next payment.

(c) In the event that the Maturity Date for any Advance or the Final Maturity Date falls on a day other than a Business Day, then the extension of time for making the payment that would otherwise be due on such Maturity Date or the Final Maturity, as the case may be, shall be (1) taken into account in establishing the interest rate for such Advance, and (2) included in computing interest due in connection with such payment.

11. Late Payments.

(a) In the event that any payment of any amount owing under this Bond is not made when and as due (any such amount being then an "Overdue Amount"), then the amount payable shall be such Overdue Amount plus interest thereon (such interest being the "Late Charge") computed in accordance with this subparagraph (a).

(1) The Late Charge shall accrue from the scheduled date of payment for the Overdue Amount (taking into account paragraph 10 of this Bond) to the date on which payment is made.

(2) The Late Charge shall be computed on the basis of (A) actual days elapsed from (but not including) the

scheduled date of payment for such Overdue Amount (taking into account paragraph 10 of this Bond) to (and including) the date on which payment is made, and (B) a year of 365 days (except in calendar years including February 29, when the basis shall be a 366-day year).

(3) The Late Charge shall accrue at a rate (the "Late Charge Rate") equal to one and one-half times the rate to be determined by the Secretary of the Treasury taking into consideration the prevailing market yield on the remaining maturity of the most recent auctioned 13-week United States Treasury bills.

(4) The initial Late Charge Rate shall be in effect until the earlier to occur of either (A) the date on which payment of the Overdue Amount and the amount of accrued Late Charge is made, or (B) the first Payment Date to occur after the scheduled date of payment for such Overdue Amount. In the event that the Overdue Amount and the amount of the accrued Late Charge are not paid on or before such Payment Date, then the amount payable shall be the sum of the Overdue Amount and the amount of the accrued Late Charge, plus a Late Charge on such sum accruing at a new Late Charge Rate to be then determined in accordance with the principles of clause (3) of this subparagraph (a). For so long as any Overdue Amount remains unpaid, the Late Charge Rate shall be re-determined in accordance with the principles of clause (3) of this subparagraph (a) on each Payment Date to occur thereafter, and shall be applied to the Overdue Amount and all amounts of the accrued Late Charge to the date on which payment of the Overdue Amount and all amounts of the accrued Late Charge is made.

(b) Nothing in subparagraph (a) of this paragraph 11 shall be construed as permitting or implying that the Borrower may, without the written consent of FFB, modify, extend, alter or affect in any manner whatsoever (except as explicitly provided herein) the right of FFB to receive any and all payments on account of this Bond on the dates specified in this Bond.

12. Final Due Date.

Notwithstanding anything in this Bond to the contrary, all amounts outstanding under this Bond remaining unpaid as of the Final Maturity Date shall be due and payable on the Final Maturity Date.

13. Manner of Making Payments.

(a) For so long as FFB is the Holder of this Bond and RUS is the bond servicing agent for FFB (as provided in the Bond Purchase Agreement), each payment under this Bond shall be paid in immediately available funds by electronic funds transfer to the account of the United States Treasury (for credit to the

subaccount of RUS, as bond servicing agent for FFB) maintained at the Federal Reserve Bank of New York specified by RUS in a written notice to the Borrower, or to such other account as may be specified from time to time by RUS in a written notice to the Borrower.

(b) In the event that FFB is the Holder of this Bond and RUS is not the bond servicing agent for FFB, each payment under this Bond, with the exception of the fee described in paragraph 9 of this Bond, shall be paid in immediately available funds by electronic funds transfer to the account of the United States Treasury (for credit to the subaccount of FFB) maintained at the Federal Reserve Bank of New York specified by FFB in a written notice to the Borrower, or to such other account as may be specified from time to time by FFB in a written notice to the Borrower. In the event that FFB is the Holder of this Bond and RUS is not the bond servicing agent for FFB, each payment of the fee described in paragraph 9 of this Bond shall be paid in immediately available funds by electronic funds transfer to the account of the United States Treasury (for credit to the subaccount of RUS) maintained at the Federal Reserve Bank of New York specified from time to time by RUS in a written notice delivered by RUS to the Borrower.

(c) In the event that FFB is not the Holder of this Bond, then each payment under this Bond, with the exception of the fee described in paragraph 9 of this Bond, shall be made in immediately available funds by electronic funds transfer to such account as shall be specified by the Holder in a written notice to the Borrower. In the event that FFB is not the Holder of this Bond, each payment of the fee described in paragraph 9 of this Bond shall be made in the manner specified by FFB in the written notice delivered by FFB to the Borrower and RUS as provided in section 15.4.2 of the Bond Purchase Agreement.

14. Application of Payments.

Each payment made on this Bond shall be applied, first, to the payment of Late Charges (if any) payable under paragraphs 11 and 18 of this Bond, then to the payment of premiums (if any) payable under paragraphs 16 and 17 of this Bond, then to the payment of unpaid accrued interest, then on account of outstanding principal, and then to the payment of the fee payable under paragraph 9 of this Bond.

15. Maturity Extensions.

(a) With respect to each Advance (1) for which the Borrower has selected a Maturity Date that will occur before the thirtieth anniversary of the Requested Advance Date specified in the respective Advance Request, or (2) for which a Maturity Date that will occur before the thirtieth anniversary of the Requested Advance Date specified in the respective Advance Request has been determined as provided in subparagraph (b) of

this paragraph 15 (each such Maturity Date being an "Interim Maturity Date"), the Borrower may, effective as of such Interim Maturity Date, elect to extend the maturity of all or any portion of the outstanding principal amount of the respective Advance to a new Maturity Date to be selected by the Borrower in the manner and subject to the limitations specified in this subparagraph (a) (each such election being a "Maturity Extension Election"; each such elective extension of the maturity of any Advance that has an Interim Maturity Date being a "Maturity Extension"; and the Interim Maturity Date that is in effect for an Advance immediately before any such elective Maturity Extension being, from and after such Maturity Extension, the "Maturity Extension Effective Date").

(1) Except under the circumstances described in clause (3) of this subparagraph (a), the Borrower shall deliver to FFB (with a copy to RUS) written notification of each Maturity Extension Election, in the form of notification attached to this Bond as Annex 1-A (each such notification being a "Maturity Extension Election Notice"), making reference to the "Advance Identifier" (as that term is defined in the Bond Purchase Agreement) that FFB assigned to such Advance (as provided in the Bond Purchase Agreement) and specifying, among other things, the following:

(A) the amount of the outstanding principal of the such Advance with respect to which the Borrower elects to extend the maturity; and

(B) the new Maturity Date that the Borrower selects to be in effect for such principal amount after the respective Maturity Extension Effective Date, which date:

(i) may be either (I) a new Interim Maturity Date, or (II) the thirtieth anniversary of the Requested Advance Date specified in the original Advance Request (if such thirtieth anniversary date is a Payment Date) or the Payment Date immediately preceding such thirtieth anniversary date (if such thirtieth anniversary date is not a Payment Date); and

(ii) in the event that the Borrower selects a new Interim Maturity Date as the new Maturity Date for any Advance, must meet the criteria for Maturity Dates prescribed in section 7.3.1(a)(5) of the Bond Purchase Agreement (provided, however, that, for purposes of selecting a new Maturity Date in connection with a Maturity Extension Election, each of the references to the "Requested Advance Date" for the respective Advance in section 7.3.1(a)(5)(D) of the Bond

Purchase Agreement shall be deemed to be a reference to the "respective Maturity Extension Effective Date").

(2) To be effective, a Maturity Extension Election Notice must be received by FFB on or before the third Business Day before the Interim Maturity Date in effect for the respective Advance immediately before such Maturity Extension.

(3) In the event that either of the circumstances described in subclause (A) or (B) of the next sentence occurs, then a Maturity Extension Election Notice (in the form of notice attached to this Bond as Annex 1-B), to be effective, must first be delivered to RUS for approval and be approved by RUS in writing, and such Maturity Extension Election Notice, together with written notification of RUS's approval thereof, must be received by FFB on or before the third Business Day before the Interim Maturity Date in effect for the respective Advance immediately before such Maturity Extension. RUS approval of a Maturity Extension Election Notice will be required under either of the following circumstances:

(A) (i) any payment of any amount owing under this Bond is not made by the Borrower when and as due; (ii) payment is made by RUS in accordance with the guarantee set forth at the end of this Bond; and (iii) RUS delivers notice to both the Borrower and FFB advising each of them that each Maturity Extension Election Notice delivered by the Borrower after the date of such notice shall require the approval of RUS; or

(B) FFB at any time delivers written notice to both the Borrower and RUS advising each of them that each Maturity Extension Election Notice delivered by the Borrower after the date of such notice shall require the approval of RUS.

(b) With respect to any Advance that has an Interim Maturity Date, in the event that FFB does not receive a Maturity Extension Election Notice (and, if required under subparagraph (a)(3) of this paragraph 15, written notification of RUS's approval thereof) on or before the third Business Day before such Interim Maturity Date, then the maturity of such Advance shall be extended automatically in the manner and subject to the limitations specified in this subparagraph (b) (each such automatic extension of the maturity of any Advance that has an Interim Maturity Date also being a "Maturity Extension"; and the Interim Maturity Date that is in effect for an Advance immediately before any such automatic Maturity Extension also being, from and after such Maturity Extension, the "Maturity Extension Effective Date"). The new Maturity Date

for such Advance shall be the immediately following Payment Date. The amount of principal that will have its maturity extended automatically shall be the entire outstanding principal amount of such Advance on such Maturity Extension Effective Date, less the amount of any payment of principal made on such Maturity Extension Effective Date.

(c) In the event that the maturity of any Advance that has an Interim Maturity Date is extended under either subparagraph (a) or (b) of this paragraph 15, then the basic interest rate for such Advance, from and after the respective Maturity Extension Effective Date, shall be the particular rate that is established by FFB, as of such Maturity Extension Effective Date, in accordance with the principles of paragraph 6(c) of this Bond.

(d) In the event that the maturity of any Advance that has an Interim Maturity Date is extended under either subparagraph (a) or (b) of this paragraph 15, then the fee for such Advance, from and after the respective Maturity Extension Effective Date, shall be the particular fee that is assessed by FFB, as of such Maturity Extension Effective Date, with the new Advance Period being the period from the Maturity Extension Effective Date through the new Maturity Date, in accordance with the principles of paragraphs 9(b) and (c) of this Bond.

(e) In the event that (1) the maturity of any Advance that has an Interim Maturity Date is extended under either subparagraph (a) or (b) of this paragraph 15, and (2) the Maturity Date for such extended Advance is a date that will occur before the fifth anniversary of the respective Maturity Extension Effective Date, then the prepayment/refinancing privilege described in section 11.2 of the Bond Purchase Agreement shall apply automatically to such Advance.

(f) In the event that (1) the Borrower makes a Maturity Extension Election with respect to any Advance that has an Interim Maturity Date, and (2) the Borrower selects as the Maturity Date for such extended Advance a new Maturity Date that will occur on or after the fifth anniversary of the respective Maturity Extension Effective Date, then the Borrower must elect a prepayment/refinancing privilege for such extended Advance from between the options described in sections 11.2 and 11.3 of the Bond Purchase Agreement (provided, however, that each of the references to "the Requested Advance Date for such Advance" in section 11.3 of the Bond Purchase Agreement shall be deemed to be a reference to "the respective Maturity Extension Effective Date"). The Maturity Extension Election Notice delivered by the Borrower in connection with each such Maturity Extension Election must also specify the particular prepayment/refinancing privilege that the Borrower elects for the respective extended Advance. In the event that the Borrower elects for any such extended Advance a prepayment/refinancing privilege described in section 11.3 of the Bond Purchase Agreement, then the interest

rate for such extended Advance, from and after the respective Maturity Extension Effective Date, shall include a price (expressed in terms of a basis point increment to the applicable basic interest rate) for the particular prepayment/refinancing privilege that the Borrower elects, which price shall be established by FFB, as of such Maturity Extension Effective Date, in accordance with the principles of paragraph 6(d) of this Bond.

(g) The maturity of each Advance may be extended more than once as provided in this paragraph 15, but upon the thirtieth anniversary of the Requested Advance Date specified in the original Advance Request (if such thirtieth anniversary date is a Payment Date) or upon the Payment Date immediately preceding such thirtieth anniversary date (if such thirtieth anniversary date is not a Payment Date), no further Maturity Extensions may occur.

16. Prepayments.

(a) The Borrower may elect to prepay all or any portion of the outstanding principal amount of any Advance made under this Bond, or to prepay this Bond in its entirety, in the manner, at the price, and subject to the limitations specified in this paragraph 16 (each such election being a "Prepayment Election").

(b) For each Prepayment Election in which the Borrower elects to prepay a particular amount of the outstanding principal of an Advance, the Borrower shall deliver to RUS written notification of the respective Prepayment Election, in the form of notification attached to this Bond as Annex 2-A (each such notification being a "Prepayment Election Notice"), making reference to the Advance Identifier that FFB assigned to the respective Advance (as provided in the Bond Purchase Agreement) and specifying, among other things, the following:

(1) the particular date on which the Borrower intends to make the prepayment on such Advance (such date being the "Intended Prepayment Date" for such Advance), which date:

(A) must be a Business Day; and

(B) for any Advance for which the Borrower has selected a fixed premium prepayment/refinancing privilege that includes a 5-year period during which such Advance shall not be eligible for any prepayment or refinancing (such time period being a "No-Call Period"), may not be a date that will occur before the applicable "First Call Date" determined as provided in section 11.3.2 of the Bond Purchase Agreement (such date being the "First Call Date"); and

(2) the amount of principal of the respective Advance that the Borrower intends to prepay, which amount may be either:

(A) the total outstanding principal amount of such Advance; or

(B) an amount less than the total outstanding principal amount of such Advance (subject to subparagraph (g) of this paragraph 16) (any such amount being a "Portion").

(c) For each Prepayment Election in which the Borrower elects to have a particular amount of funds applied by FFB toward the prepayment of the outstanding principal of an Advance, the Borrower shall deliver to RUS written notification of the respective Prepayment Election, in the form of notification attached to this Bond as Annex 2-B (each such notification also being a "Prepayment Election Notice"), making reference to the Advance Identifier that FFB assigned to the respective Advance (as provided in the Bond Purchase Agreement) and specifying, among other things, the following:

(1) the particular date on which the Borrower intends to make the prepayment on such Advance (such date being the "Intended Prepayment Date" for such Advance), which date:

(A) must be a Business Day; and

(B) for any Advance for which the Borrower has selected a fixed premium prepayment/refinancing privilege that includes a 5-year No-Call Period, may not be a date that will occur before the applicable First Call Date; and

(2) the particular amount of funds that the Borrower elects to be applied by FFB toward a prepayment of the outstanding principal amount of such Advance.

(d) To be effective, a Prepayment Election Notice must be approved by RUS in writing, and such Prepayment Election Notice, together with written notification of RUS's approval thereof, must be received by FFB on or before the fifth Business Day before the date specified therein as the Intended Prepayment Date for the respective Advance or Portion.

(e) The Borrower shall pay to FFB a price for the prepayment of any Advance, any Portion of any Advance, or this Bond in its entirety (such price being the "Prepayment Price" for such Advance or Portion or this Bond, as the case may be) determined as follows:

(1) in the event that the Borrower elects to prepay the entire outstanding principal amount of any Advance,

then the Borrower shall pay to FFB a Prepayment Price for such Advance equal to the sum of:

(A) the entire outstanding principal amount of such Advance on the Intended Prepayment Date;

(B) all unpaid interest (and Late Charges, if any) accrued on such Advance through the Intended Prepayment Date; and

(C) the amount of the premium or discount credit (if any) that is required under the particular prepayment/refinancing privilege that applies to such Advance as provided in article 11 of the Bond Purchase Agreement;

(2) in the event that the Borrower elects to prepay a Portion of any Advance, then the Borrower shall pay to FFB a Prepayment Price for such Portion that would equal such Portion's pro rata share of the Prepayment Price that would be required for a prepayment of the entire outstanding principal amount of such Advance (determined in accordance with the principles of clause (1) of this subparagraph (e)); and

(3) in the event that the Borrower elects to prepay this Bond in its entirety, then the Borrower shall pay to FFB an amount equal to the sum of the Prepayment Prices for all outstanding Advances (determined in accordance with the principles of clause (1) of this subparagraph (e)).

(f) Payment of the Prepayment Price for any Advance, any Portion of any Advance, or this Bond in its entirety shall be due to FFB before 3:00 p.m. (Washington, DC, time) on the Intended Prepayment Date for such Advance or Portion or this Bond, as the case may be.

(g) Each prepayment of a Portion shall, as to the principal amount of such Portion, be subject to a minimum amount equal to \$100,000.00 of principal.

(h) The Borrower may make more than one Prepayment Election with respect to an Advance, each such Prepayment Election being made with respect to a different Portion of such Advance, until such time as the entire principal amount of such Advance is repaid in full.

17. Refinancings.

(a) The Borrower may elect to refinance the outstanding principal amount of any Advance (but not any Portion) in the manner, at the price, and subject to the limitations specified in this paragraph 17 (each such election being a "Refinancing Election").

(b) Except under the circumstances described in subparagraph (d) of this paragraph 17, the Borrower shall deliver to FFB (with a copy to RUS) written notification of each Refinancing Election, in the form of notification attached to this Bond as Annex 3-A (each such notification being a "Refinancing Election Notice"), making reference to the Advance Identifier that FFB assigned to the respective Advance (as provided in the Bond Purchase Agreement) and specifying, among other things, the following:

(1) the particular date on which the Borrower intends to refinance the respective Advance (such date being the "Intended Refinancing Date" for the respective Advance), which date:

(A) must be a Payment Date; and

(B) for any Advance for which the Borrower has selected a prepayment/refinancing privilege that includes a 5-year No-Call Period, may not be a date that will occur before the applicable First Call Date;

(2) the amount of the outstanding principal of the respective Advance that the Borrower elects to refinance (which may not be a Portion); and

(3) the Maturity Date that the Borrower selects to be in effect for such principal amount after such refinancing, which date may be:

(A) the Maturity Date that is in effect for such Advance immediately before such refinancing; or

(B) a new Maturity Date that the Borrower selects in connection with such Refinancing Election, provided that such new Maturity Date meets the criteria for Maturity Dates prescribed in section 7.3.1(a)(5) of the Bond Purchase Agreement (provided, however, that for purposes of selecting a new Maturity Date in connection with a Refinancing Election, each of the references to the "Requested Advance Date" for the respective Advance in section 7.3.1(a)(5)(D) of the Bond Purchase Agreement shall be deemed to be a reference to the "respective Refinancing Effective Date").

(c) To be effective, a Refinancing Election Notice must be received by FFB on or before the fifth Business Day before the date specified therein as the Intended Refinancing Date.

(d) In the event that either of the circumstances described in clause (1) or (2) of the next sentence shall have occurred, then a Refinancing Election Notice (in the form of notice attached to this Bond as Annex 3-B), to be effective, must first be delivered to RUS for approval and be approved by RUS in writing, and such Refinancing Election Notice, together with written notification of RUS's approval thereof, must be received by FFB on or before the fifth Business Day before the date specified therein to be the Intended Refinancing Date. RUS approval of a Refinancing Election Notice will be required under either of the following circumstances:

(1) (A) payment of any amount owing under this Bond is not made by the Borrower when and as due; (B) payment is made by RUS in accordance with the guarantee set forth at the end of this Bond; and (C) RUS delivers notice to both the Borrower and FFB advising each of them that each Refinancing Election Notice delivered by the Borrower after the date of such notice shall require the approval of RUS; or

(2) FFB at any time delivers written notice to both the Borrower and RUS advising each of them that each Refinancing Election Notice delivered by the Borrower after the date of such notice shall require the approval of RUS.

(e) The Borrower shall pay to FFB a price for the refinancing of any Advance (such price being the "Refinancing Price" for such Advance) equal to the sum of:

(1) all unpaid interest (and Late Charges, if any) accrued on such Advance through the Intended Refinancing Date; and

(2) the amount of the premium (if any) that is required under the particular prepayment/refinancing privilege that applies to such Advance as provided in article 11 of the Bond Purchase Agreement.

In the event that (A) the prepayment/refinancing privilege that applies to the particular Advance being refinanced is the privilege described in section 11.2 of the Bond Purchase Agreement, and (B) the Market Value Premium (or Discount) that is to be included in the Refinancing Price for such Advance is a discount on such Advance, then such discount shall be applied by FFB in the manner requested by the Borrower in a written notice delivered by the Borrower to FFB and approved by RUS in writing.

(f) Payment of the Refinancing Price for any Advance shall be due to FFB before 3:00 p.m. (Washington, DC, time) on the Intended Refinancing Date for such Advance.

(g) In the event that a Refinancing Election Notice (and, if required under subparagraph (d) of this paragraph 17, written notification of RUS's approval thereof) is received by FFB on or before the fifth Business Day before the Intended Refinancing Date specified therein, then the refinancing of the respective Advance shall become effective on such Intended Refinancing Date (in such event, the Intended Refinancing Date being the "Refinancing Effective Date"). In the event that a Refinancing Election Notice (and, if required under subparagraph (d) of this paragraph 17, written notification of RUS's approval thereof) is received by FFB after the fifth Business Day before the Intended Refinancing Date specified therein, then the refinancing of the respective Advance shall become effective on the fifth Business Day to occur after the day on which such Refinancing Election Notice (and, if required under subparagraph (d) of this paragraph 17, written notification of RUS's approval thereof) is received by FFB (in such event, the fifth Business Day to occur after the day on which such Refinancing Election Notice (and, if required under subparagraph (d) of this paragraph 17, written notification of RUS's approval thereof) is received by FFB being the "Refinancing Effective Date"), provided that the Borrower shall have paid to FFB, in addition to the Refinancing Price required under subparagraph (e) of this paragraph 17, the interest accrued from the Intended Refinancing Date through such Refinancing Effective Date.

(h) In the event that the Borrower makes a Refinancing Election with respect to any Advance, the basic interest rate for such Advance, from and after the respective Refinancing Effective Date, shall be the particular rate that is established by FFB, as of such Refinancing Effective Date, in accordance with the principles of paragraph 6(c) of this Bond.

(i) In the event that the Borrower makes a Refinancing Election with respect to any Advance, then the fee for such Advance, from and after the respective Refinancing Effective Date, shall be the particular fee that is assessed by FFB, as of such Refinancing Effective Date, with the new Advance Period being the period from the Refinancing Effective Date through the new Maturity Date, in accordance with the principles of paragraphs 9(b) and (c) of this Bond.

(j) In the event that (1) the Borrower makes a Refinancing Election with respect to any Advance, and (2) the Borrower selects as the Maturity Date for such refinanced Advance either (A) the Maturity Date that is in effect for such Advance immediately before such refinancing, and such Maturity Date will occur before the fifth anniversary of the respective Refinancing Effective Date, or (B) a new Maturity Date that will occur before the fifth anniversary of the respective Refinancing

Effective Date, then the prepayment/refinancing privilege described in section 11.2 of the Bond Purchase Agreement shall apply automatically to such Advance.

(k) In the event that (1) the Borrower makes a Refinancing Election with respect to any Advance, and (2) the Borrower selects as the Maturity Date for such refinanced Advance either (A) the Maturity Date that is in effect for such Advance immediately before such refinancing, and such Maturity Date will occur on or after the fifth anniversary of the respective Refinancing Effective Date, or (B) a new Maturity Date that will occur on or after the fifth anniversary of the respective Refinancing Effective Date, then the Borrower must elect a prepayment/refinancing privilege for such refinanced Advance from between the options described in sections 11.2 and 11.3 of the Bond Purchase Agreement (provided, however, that each of the references to the "Requested Advance Date for such Advance" in section 11.3 of the Bond Purchase Agreement shall be deemed to be a reference to the "respective Refinancing Effective Date"). The Refinancing Election Notice delivered by the Borrower in connection with each such Refinancing Election must also specify the particular prepayment/refinancing privilege that the Borrower elects for the respective refinanced Advance. In the event that the Borrower elects for any such refinanced Advance a prepayment/refinancing privilege described in section 11.3 of the Bond Purchase Agreement, then the interest rate for such refinanced Advance, from and after the respective Refinancing Effective Date, shall include a price (expressed in terms of a basis point increment to the applicable basic interest rate) for the particular prepayment/refinancing privilege that the Borrower elects, which increment shall be established by FFB, as of such Refinancing Effective Date, in accordance with the principles of paragraph 6(d) of this Bond.

(l) In the event that the Borrower makes a Refinancing Election with respect to any Advance, then the outstanding principal amount of such Advance, after the respective Refinancing Effective Date, shall be due and payable in accordance with this subparagraph (l).

(1) With respect to each Advance to which either the "equal principal installments" method or the "graduated principal installments" method for the repayment of principal applies, the amount of the quarterly principal installments that will be due after the respective Refinancing Effective Date shall be equal to the amount of the quarterly installments of equal principal or graduated principal, as the case may be, that were due in accordance with the principal repayment schedule that applied to such Advance immediately before the respective Refinancing Effective Date.

(2) With respect to each Advance to which the "level debt service" method for the repayment of principal

applies, the amount of the level quarterly payments consisting of a principal installment and accrued interest that will be due after the respective Refinancing Effective Date shall be newly computed so that the amount of each such quarterly payment consisting of a principal installment and accrued interest (taking into account the new interest rate that applies to such Advance from and after such Refinancing Effective Date) shall be substantially equal to the amount of every other quarterly payment consisting of a principal installment and accrued interest, and shall be sufficient, when added to all other such newly-computed level quarterly payments consisting of a principal installment and accrued interest, to repay the outstanding principal amount of such refinanced Advance in full on the Final Maturity Date (notwithstanding the fact that the Borrower may have selected a Maturity Date for such refinanced Advance that will occur before the Final Maturity Date).

(3) The quarterly installments of equal principal or graduated principal, or the newly-computed level quarterly payments consisting of a principal installment and accrued interest, as the case may be, shall be due beginning on the first Payment Date to occur after the respective Refinancing Effective Date, and shall be due on each Payment Date to occur thereafter up through and including the earlier to occur of (A) the new Maturity Date that the Borrower selected for such refinanced Advance, on which date the entire unpaid principal amount of such refinanced Advance shall also be payable, subject to Maturity Extensions (as provided in paragraph 15 of this Note) if the new Maturity Date is an Interim Maturity Date, or (B) the date on which the entire principal amount of such refinanced Advance, and all unpaid interest (and Late Charges, if any) accrued thereon, are paid.

(m) The Borrower may make more than one Refinancing Election with respect to any Advance.

18. Rescission of Prepayment Elections and Refinancing Elections; Late Charges for Late Payments.

(a) The Borrower may rescind any Prepayment Election made in accordance with paragraph 16 of this Bond or any Refinancing Election made in accordance with paragraph 17 of this Bond, but only in accordance with this paragraph 18.

(b) The Borrower shall deliver to both FFB and RUS written notification of each rescission of a Prepayment Election or a Refinancing Election (each such notification being an "Election Rescission Notice") specifying the particular Advance for which the Borrower wishes to rescind such Prepayment Election or Refinancing Election, as the case may be, which specification must make reference to both:

(1) the particular Advance Identifier that FFB assigned to such Advance (as provided in the Bond Purchase Agreement); and

(2) the RUS account number for such Advance.

The Election Rescission Notice may be delivered by facsimile transmission to FFB at (202) 622-0707 and to RUS at (844) 749-0736, or at such other facsimile number or numbers as either FFB or RUS may from time to time communicate to the Borrower.

(c) To be effective, an Election Rescission Notice must be received by both FFB and RUS not later than 3:30 p.m. (Washington, DC, time) on the second Business Day before the Intended Prepayment Date or the Intended Refinancing Date, as the case may be.

(d) In the event that the Borrower (1) makes a Prepayment Election in accordance with paragraph 16 of this Bond or a Refinancing Election in accordance with paragraph 17 of this Bond; (2) does not rescind such Prepayment Election or Refinancing Election, as the case may be, in accordance with this paragraph 18; and (3) does not, before 3:00 p.m. (Washington, DC, time) on the Intended Prepayment Date or Intended Refinancing Date, as the case may be, pay to FFB the Prepayment Price described in paragraph 16(e) of this Bond or Refinancing Price described in paragraph 17(e) of this Bond, as the case may be, then a Late Charge shall accrue on any such unpaid amount from the Intended Prepayment Date or Intended Refinancing Date, as the case may be, to the date on which payment is made, computed in accordance with the principles of paragraph 11 of this Bond.

19. Amendments to Bond.

To the extent not inconsistent with applicable law, this Bond, for so long as FFB or its agent is the holder thereof, shall be subject to modification by such amendments, extensions, and renewals as may be agreed upon from time to time by FFB and the Borrower, with the approval of RUS.

20. Certain Waivers.

The Borrower hereby waives any requirement for presentment, protest, or other demand or notice with respect to this Bond.

21. Bond Effective Until Paid.

This Bond shall continue in full force and effect until all principal outstanding hereunder, all interest accrued hereunder, all premiums (if any) payable under paragraphs 16 and 17 of this Bond, all Late Charges (if any) payable under paragraphs 11 and

18 of this Bond, and all fees (if any) payable under paragraph 9 of this Bond have been paid in full.

22. RUS Guarantee of Bond.

Upon execution of the guarantee set forth at the end of this Bond (the "RUS Guarantee"), the payment by the Borrower of all amounts due and payable under this Bond, when and as due, shall be guaranteed by the United States of America, acting through RUS, pursuant to the Rural Electrification Act of 1936, as amended (codified at 7 U.S.C. § 901 et seq.). In consideration of the RUS Guarantee, the Borrower promises to RUS to make all payments due under this Bond when and as due.

23. Pledge Agreement.

This Bond is one of several Bonds referred to in the Pledge Agreement, wherein the Borrower made provision for the pledge and grant of a security interest in, under certain circumstances described therein, certain property of the Borrower, described therein, to secure the payment of and performance of certain obligations owed to RUS, as set forth in the Pledge Agreement.

24. Guarantee Payments; Reimbursement.

If RUS makes any payment, pursuant to the RUS Guarantee, of any amount due and payable under this Bond, when and as due, each and every such payment so made shall be deemed to be a payment hereunder; provided, however, that no payment by RUS pursuant to the RUS Guarantee shall be considered a payment for purposes of determining the existence of a failure by the Borrower to perform its obligation to RUS to make all payments under this Bond when and as due. RUS shall have any rights by way of subrogation, agreement or otherwise which arise as a result of such payment pursuant to the RUS Guarantee.

25. Default and Enforcement.

In case of a default by the Borrower under this Bond or the occurrence of an event of default under the Bond Guarantee Agreement, then, in consideration of the obligation of RUS under the RUS Guarantee, in that event, to make payments to FFB as provided in this Bond, RUS, in its own name, shall have all rights, powers, privileges, and remedies of the holder of this Bond, in accordance with the terms of this Bond, the Bond Guarantee Agreement, and the Pledge Agreement, including, without limitation, the right to enforce or collect all or any part of the obligation of the Borrower under this Bond or arising as a result of the RUS Guarantee, to file proofs of claim or any other document in any bankruptcy, insolvency, or other judicial proceeding, and to vote such proofs of claim.

26. Acceleration.

The entire unpaid principal amount of this Bond, and all interest thereon, may be declared, and upon such declaration shall become, due and payable to RUS, under the circumstances described, and in the manner and with the effect provided, in the Bond Guarantee Agreement.

IN WITNESS WHEREOF, the Borrower has caused this Bond to be signed in its corporate name and its corporate seal to be hereunder affixed and attested by its officers thereunto duly authorized, all as of the day and year first above written.

**NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE CORPORATION**
(the "Borrower")

BY:

Signature: /s/ J. ANDREW DON

Print Name: J. Andrew Don

Title: Governor and
Chief Executive Officer

ATTEST:

(SEAL)

Signature: /s/ NATHAN HOWARD

Print Name: Nathan Howard

Title: Assistant Secretary-Treasurer

**ANNEX 1-A
TO
FUTURE ADVANCE BOND**

**FORM
OF
MATURITY EXTENSION ELECTION NOTICE**

MATURITY EXTENSION ELECTION NOTICE

PART 1 OF THIS FORM HAS BEEN COMPLETED BY RUS. THE BORROWER SHOULD COMPLETE PART 2 OF THIS FORM ONLY FOR THOSE PARTICULAR ADVANCES IDENTIFIED IN PART 1 OF THIS FORM WITH RESPECT TO WHICH THE BORROWER ELECTS TO HAVE THE MATURITY EXTENDED TO A NEW MATURITY DATE OTHER THAN THE IMMEDIATELY FOLLOWING QUARTERLY PAYMENT DATE.

DIRECT ALL QUESTIONS ON HOW TO COMPLETE THIS FORM TO THE ASSIGNED CONTACT OFFICE FOR THE BORROWER:

Office of the Assistant Administrator, Electric Program
Telephone: (202) 205-86634

WHEN COMPLETED, DELIVER THIS ORIGINAL FORM TO FFB AT THE FOLLOWING ADDRESS:

Director of Lending
Federal Financing Bank
Main Treasury Building
1500 Pennsylvania Avenue, NW
Washington, DC 20220

Telephone: (202) 622-2470
Facsimile: (202) 622-0707

DELIVER A COPY OF THIS FORM TO RUS AT THE ADDRESS OF THE CONTACT OFFICE INDICATED BELOW:

Office of the Assistant Administrator, Electric Program
Rural Utilities Service
U.S. Department of Agriculture
Mail Stop 1560
1400 Independence Avenue, SW
Washington, DC 20250

Reference: Section 313A Loan Guarantee Underwriter Program
Attention: Amy McWilliams, Program Advisor

Telephone: (202) 205-8663
Facsimile: (844) 749-0736

THE BORROWER SHOULD NOT COMPLETE THIS FORM OR DELIVER IT TO FFB IF THE BORROWER DESIRES TO HAVE THE MATURITY OF ALL OF THE ADVANCES IDENTIFIED IN PART 1 OF THIS FORM EXTENDED AUTOMATICALLY TO THE IMMEDIATELY FOLLOWING QUARTERLY PAYMENT DATE.

IF THE BORROWER DOES NOT RETURN THIS FORM TO FFB, THE MATURITY OF ALL OF THE ADVANCES IDENTIFIED IN PART 1 OF THIS FORM WILL BE EXTENDED AUTOMATICALLY TO THE IMMEDIATELY FOLLOWING QUARTERLY PAYMENT DATE.

MATURITY EXTENSION ELECTION NOTICE

Director of Lending
Federal Financing Bank

Reference is made to the following-described Future Advance Bond (the "Bond") payable to the Federal Financing Bank ("FFB"), which is guaranteed by the Rural Utilities Service ("RUS"):

Name of Borrower (the "Borrower"):

National Rural Utilities Cooperative Finance Corporation

FFB Bond Identifier: _____

RUS Bond Number: _____

Part 1 (To be completed by RUS):

Each of the advances of funds ("Advances") identified in this Part 1 will mature on _____ (the "Maturity Date").

<u>FRB ADVANCE IDENTIFIER</u>	<u>RUS ACCOUNT NUMBER</u>	<u>ORIGINAL ADVANCE DATE</u>	<u>ORIGINAL ADVANCE AMOUNT</u>	<u>OUTSTANDING PRINCIPAL AMOUNT</u>
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

Part 2:

Notice is hereby given to FFB (and RUS) of the Borrower's election that the maturity of each of the Advances identified in this Part 2 be extended as follows:

FFB ADVANCE IDENTIFIER¹	OPTIONAL PRINCIPAL PAYMENT²	AMOUNT OF PRINCIPAL TO BE EXTENDED³	NEW MATURITY DATE⁴	TYPE OF PREPAYMENT/ REFINANCING PRIVILEGE⁵	5-YEAR NO-CALL PERIOD⁶	PREMIUM OPTION⁷
_____	\$ _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

¹ Complete 1 line in Part 2 for each Advance identified in Part 1 with respect to which the Borrower elects to have the maturity extended to a new Maturity Date other than the next Payment Date. Insert the FFB Advance Identifier that FFB assigned to the respective Advance for each Advance identified in Part 1 with respect to which the Borrower elects to have the maturity so extended.

² The Borrower has the option of making a payment of principal on the Maturity Date without any premium being charged. For each Advance, insert the amount of any such optional principal payment that will be paid on the Maturity Date.

³ For each Advance, insert the amount of principal for which the maturity is to be extended. That amount must equal the difference between the outstanding principal amount for the respective Advance, as specified in Part 1, and the optional principal payment (if any) for such Advance inserted by the Borrower in Part 2.

⁴ For each Advance, insert the particular calendar date that the Borrower selects to be the new Maturity Date to be in effect for the respective Advance after the Maturity Extension, which new Maturity Date must meet all the criteria for Maturity Dates specified in section 7.3.1(a)(5) of the Bond Purchase Agreement referred to in the Bond.

⁵ Elect 1 of the following 2 types of prepayment/refinancing privilege for an Advance only if the new Maturity Date selected for such Advance will occur on or after the fifth anniversary of the effective date of this Maturity Extension. The 2 types of prepayment/refinancing privilege are: the market value premium (or discount) privilege ("M") and a fixed premium privilege ("F"). Insert in the box the letter-symbol for the particular type of prepayment/refinancing privilege elected.

⁶ Elect 1 of the following 2 no-call period options for an Advance only if a fixed premium privilege is elected as the prepayment/refinancing privilege for such Advance. The 2 no-call period options are: yes ("Y"), if the Borrower elects to have the fixed premium prepayment/refinancing privilege include a 5-year period during which the Advance will not be eligible for prepayment or refinancing, and no ("N"), if the Borrower elects to have the fixed premium prepayment/refinancing privilege not include any such a 5-year no-call period. Insert in the box the letter-symbol for the particular no-call period option elected.

⁷ Select 1 of the following 3 premium options for an Advance only if a fixed premium privilege is elected as the prepayment/refinancing privilege for such Advance. The 3 premium options are: a 10% premium declining over 10 years ("X"), a 5% premium declining over 5 years ("V"), and par (no premium) ("P"). Insert in the box the letter-symbol for the particular premium option selected.

The undersigned hereby certifies that the authority of the undersigned to execute and deliver this Maturity Extension Election Notice on behalf of the Borrower is valid and in full force and effect on the date hereof.

NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION
(the "Borrower")

By: _____

Name: _____

Title: _____

Date _____

**ANNEX 1-B
TO
FUTURE ADVANCE BOND**

**FORM
OF
MATURITY EXTENSION ELECTION NOTICE
(RUS APPROVAL REQUIRED)**

**MATURITY EXTENSION ELECTION NOTICE
(RUS APPROVAL REQUIRED)**

PART 1 OF THIS FORM HAS BEEN COMPLETED BY RUS. THE BORROWER SHOULD COMPLETE PART 2 OF THIS FORM ONLY FOR THOSE PARTICULAR ADVANCES IDENTIFIED IN PART 1 OF THIS FORM WITH RESPECT TO WHICH THE BORROWER ELECTS TO HAVE THE MATURITY EXTENDED TO A NEW MATURITY DATE OTHER THAN THE IMMEDIATELY FOLLOWING QUARTERLY PAYMENT DATE.

DIRECT ALL QUESTIONS ON HOW TO COMPLETE THIS FORM TO THE ASSIGNED CONTACT OFFICE FOR THE BORROWER:

*Office of the Assistant Administrator, Electric Program
Telephone: (202) 205-8663*

WHEN COMPLETED, DELIVER THIS ORIGINAL FORM TO RUS AT THE ADDRESS OF THE CONTACT OFFICE INDICATED BELOW:

*Office of the Assistant Administrator, Electric Program
Rural Utilities Service
U.S. Department of Agriculture
Mail Stop 1560
1400 Independence Avenue, SW
Washington, DC 20250*

*Reference: Section 313A Loan Guarantee Underwriter Program
Attention: Amy McWilliams, Program Advisor*

*Telephone: (202) 205-8663
Facsimile: (844) 749-0736*

THE BORROWER SHOULD NOT COMPLETE THIS FORM OR DELIVER IT TO RUS IF THE BORROWER DESIRES TO HAVE THE MATURITY OF ALL OF THE ADVANCES IDENTIFIED IN PART 1 OF THIS FORM EXTENDED AUTOMATICALLY TO THE IMMEDIATELY FOLLOWING QUARTERLY PAYMENT DATE.

IF THE BORROWER DOES NOT RETURN THIS FORM TO RUS, THE MATURITY OF ALL OF THE ADVANCES IDENTIFIED IN PART 1 OF THIS FORM WILL BE EXTENDED AUTOMATICALLY TO THE IMMEDIATELY FOLLOWING QUARTERLY PAYMENT DATE.

MATURITY EXTENSION ELECTION NOTICE

Director of Lending
Federal Financing Bank

Reference is made to the following-described Future Advance Bond (the "Bond") payable to the Federal Financing Bank ("FFB"), which is guaranteed by the Rural Utilities Service ("RUS"):

Name of Borrower (the "Borrower"):

National Rural Utilities Cooperative Finance Corporation

FFB Bond Identifier: _____

RUS Bond Number: _____

Part 1 (To be completed by RUS):

Each of the advances of funds ("Advances") identified in this Part 1 will mature on _____ (the "Maturity Date").

<u>FRB ADVANCE IDENTIFIER</u>	<u>RUS ACCOUNT NUMBER</u>	<u>ORIGINAL ADVANCE DATE</u>	<u>ORIGINAL ADVANCE AMOUNT</u>	<u>OUTSTANDING PRINCIPAL AMOUNT</u>
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

Part 2:

Notice is hereby given to FFB (and RUS) of the Borrower's election that the maturity of each of the Advances identified in this Part 2 be extended as follows:

FFB ADVANCE IDENTIFIER¹	OPTIONAL PRINCIPAL PAYMENT²	AMOUNT OF PRINCIPAL TO BE EXTENDED³	NEW MATURITY DATE⁴	TYPE OF PREPAYMENT/ REFINANCING PRIVILEGE⁵	5-YEAR NO-CALL PERIOD⁶	PREMIUM OPTION⁷
_____	\$ _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

¹ Complete 1 line in Part 2 for each Advance identified in Part 1 with respect to which the Borrower elects to have the maturity extended to a new Maturity Date other than the next Payment Date. Insert the FFB Advance Identifier that FFB assigned to the respective Advance for each Advance identified in Part 1 with respect to which the Borrower elects to have the maturity so extended.

² The Borrower has the option of making a payment of principal on the Maturity Date without any premium being charged. For each Advance, insert the amount of any such optional principal payment that will be paid on the Maturity Date.

³ For each Advance, insert the amount of principal for which the maturity is to be extended. That amount must equal the difference between the outstanding principal amount for the respective Advance, as specified in Part 1, and the optional principal payment (if any) for such Advance inserted by the Borrower in Part 2.

⁴ For each Advance, insert the particular calendar date that the Borrower selects to be the new Maturity Date" to be in effect for the respective Advance after the Maturity Extension, which new Maturity Date must meet all the criteria for Maturity Dates specified in section 7.3.1(a)(5) of the Bond Purchase Agreement referred to in the Bond.

⁵ Elect 1 of the following 2 types of prepayment/refinancing privilege for an Advance only if the new Maturity Date selected for such Advance will occur on or after the fifth anniversary of the effective date of this Maturity Extension. The 2 types of prepayment/refinancing privilege are: the market value premium (or discount) privilege ("M") and a fixed premium privilege ("F"). Insert in the box the letter-symbol for the particular type of prepayment/refinancing privilege elected.

⁶ Elect 1 of the following 2 no-call period options for an Advance only if a fixed premium privilege is elected as the prepayment/refinancing privilege for such Advance. The 2 no-call period options are: yes ("Y"), if the Borrower elects to have the fixed premium prepayment/refinancing privilege include a 5-year period during which the Advance will not be eligible for prepayment or refinancing, and no ("N"), if the Borrower elects to have the fixed premium prepayment/refinancing privilege not include any such a 5-year no-call period. Insert in the box the letter-symbol for the particular no-call period option elected.

⁷ Select 1 of the following 3 premium options for an Advance only if a fixed premium privilege is elected as the prepayment/refinancing privilege for such Advance. The 3 premium options are: a 10% premium declining over 10 years ("X"), a 5% premium declining over 5 years ("V"), and par (no premium) ("P"). Insert in the box the letter-symbol for the particular premium option selected.

The undersigned hereby certifies that the authority of the undersigned to execute and deliver this Maturity Extension Election Notice on behalf of the Borrower is valid and in full force and effect on the date hereof.

NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION
(the "Borrower")

By: _____

Name: _____

Title: _____

Date: _____

**NOTICE OF RUS APPROVAL OF
MATURITY EXTENSION ELECTION NOTICE**

Notice is hereby given to FFB that the preceding Maturity Extension Election Notice made by the Borrower identified therein has been approved by RUS for purposes of the Bond identified therein.

ADMINISTRATOR of the
RURAL UTILITIES SERVICE,
acting through his or her
duly authorized designee

By: _____

Name: _____

Title: _____

Date: _____

**ANNEX 2-A
TO
FUTURE ADVANCE BOND**

**FORM
OF
PREPAYMENT ELECTION NOTICE
SPECIFIED PRINCIPAL AMOUNT(S)
(RUS APPROVAL REQUIRED)**

**PREPAYMENT ELECTION NOTICE
SPECIFIED PRINCIPAL AMOUNT(S)
(RUS APPROVAL REQUIRED)**

DIRECT ALL QUESTIONS ON HOW TO COMPLETE THIS FORM TO THE ASSIGNED CONTACT OFFICE FOR THE BORROWER:

*Office of the Assistant Administrator, Electric Program
Telephone: (202) 205-8663*

WHEN COMPLETED, DELIVER THIS ORIGINAL FORM TO RUS AT THE ADDRESS OF THE CONTACT OFFICE INDICATED BELOW:

*Office of the Assistant Administrator, Electric Program
Rural Utilities Service
U.S. Department of Agriculture
Mail Stop 1560
1400 Independence Avenue, SW
Washington, DC 20250*

*Reference: Section 313A Loan Guarantee Underwriter Program
Attention: Amy McWilliams, Program Advisor*

*Telephone: (202) 205-8663
Facsimile: (844) 749-0736*

**PREPAYMENT ELECTION NOTICE
SPECIFIED PRINCIPAL AMOUNT(S)**

Director of Lending
Federal Financing Bank

Reference is made to the following-described Future Advance Bond (the "Bond") payable to the Federal Financing Bank ("FFB"), which is guaranteed by the Rural Utilities Service ("RUS"):

Name of Borrower (the "Borrower"):

National Rural Utilities Cooperative Finance Corporation

FFB Bond Identifier: _____ 1

¹Insert the FFB Bond Identifier that FFB assigned to the Bond (as provided in the Bond Purchase Agreement referred to in the Bond).

Part 1:

Notice is hereby given to FFB (and RUS) of the Borrower's election to prepay all or a portion of the outstanding principal amount of the advances of funds ("Advances") identified in this Part 1:

FRB ADVANCE IDENTIFIER²	RUS ACCOUNT NUMBER³	ORIGINAL ADVANCE DATE⁴	ORIGINAL ADVANCE AMOUNT⁵	OUTSTANDING PRINCIPAL AMOUNT⁶
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

Part 2:

The Borrower intends to prepay all or a portion of the outstanding principal amount of each of the Advances identified in Part 1 on the following date (such date being the "Intended Prepayment Date"):

_____ ⁷

² Complete 1 line in Part 1 for each Advance that the Borrower intends to prepay in whole or in part. For each Advance, insert the FFB Advance Identifier for the respective Advance as specified in the most recent billing notice delivered by RUS to the Borrower.

³ For each Advance, insert the RUS Account Number for the respective Advance as specified in the most recent billing notice delivered by RUS to the Borrower.

⁴ For each Advance, insert the date on which FFB made the respective Advance to the Borrower.

⁵ For each Advance, insert the original principal amount of the respective Advance that FFB made to the Borrower.

⁶ Insert the outstanding principal amount of each Advance specified in Part 1 as of the day before the date on which the Borrower intends to make a prepayment on the respective Advances.

⁷ Insert the particular calendar date that the Borrower selects to be the date on which the Borrower intends to prepay the Advances specified in Part 1, which date must meet the criteria for Intended Prepayment Date prescribed in paragraph 16(b)(1) of the Bond.

Part 3:

For each of the Advances identified in Part 1, the respective amount of principal that the Borrower intends to prepay on the Intended Prepayment Date is as follows:

<u>FFB ADVANCE IDENTIFIER</u> ⁸	<u>AMOUNT OF PRINCIPAL TO BE REPAYED</u> ⁹
_____	\$ _____
_____	\$ _____
_____	\$ _____

The undersigned hereby certifies that the authority of the undersigned to execute and deliver this Prepayment Election Notice on behalf of the Borrower is valid and in full force and effect on the date hereof.

NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION
(the "Borrower")

By: _____
Name: _____
Title: _____
Date: _____

⁸ Complete 1 line in Part 3 for each Advance identified in Part 1.

⁹ For each Advance, insert the amount of principal that will be prepaid on the Intended Prepayment Date.

**NOTICE OF RUS APPROVAL OF
PREPAYMENT ELECTION NOTICE**

Notice is hereby given to FFB that the preceding Prepayment Election Notice made by the Borrower identified therein has been approved by RUS for purposes of the Bond identified therein.

ADMINISTRATOR of the
RURAL UTILITIES SERVICE,
acting through his or her
duly authorized designee

By: _____

Name: _____

Title: _____

Date: _____

**ANNEX 2-B
TO
FUTURE ADVANCE BOND**

**FORM
OF
PREPAYMENT ELECTION NOTICE
FIXED SUM TO BE APPLIED
(RUS APPROVAL REQUIRED)**

**PREPAYMENT ELECTION NOTICE
FIXED SUM TO BE APPLIED
(RUS APPROVAL REQUIRED)**

DIRECT ALL QUESTIONS ON HOW TO COMPLETE THIS FORM TO THE ASSIGNED CONTACT OFFICE FOR THE BORROWER:

*Office of the Assistant Administrator, Electric Program
Telephone: (202) 205-8663*

WHEN COMPLETED, DELIVER THIS ORIGINAL FORM TO RUS AT THE ADDRESS OF THE CONTACT OFFICE INDICATED BELOW:

*Office of the Assistant Administrator, Electric Program
Rural Utilities Service
U.S. Department of Agriculture
Mail Stop 1560
1400 Independence Avenue, SW
Washington, DC 20250*

*Reference: Section 313A Loan Guarantee Underwriter Program
Attention: Amy McWilliams, Program Advisor*

*Telephone: (202) 205-8663
Facsimile: (844) 749-0736*

**PREPAYMENT ELECTION NOTICE
FIXED SUM TO BE APPLIED**

Director of Lending
Federal Financing Bank

Reference is made to the following-described Future Advance Bond (the "Bond") payable to the Federal Financing Bank ("FFB"), which is guaranteed by the Rural Utilities Service ("RUS"):

Name of Borrower (the "Borrower"):

National Rural Utilities Cooperative Finance Corporation

FFB Bond Identifier:

_____ ¹

¹ Insert the FFB Bond Identifier that FFB assigned to the Bond (as provided in the Bond Purchase Agreement referred to in the Bond).

Part 1:

Notice is hereby given to FFB (and RUS) of the Borrower's election to prepay all or a portion of the outstanding principal amount of the advances of funds ("Advances") identified in this Part 1:

<u>FRB ADVANCE IDENTIFIER</u> ²	<u>RUS ACCOUNT NUMBER</u> ³	<u>ORIGINAL ADVANCE DATE</u> ⁴	<u>ORIGINAL ADVANCE AMOUNT</u> ⁵	<u>OUTSTANDING PRINCIPAL AMOUNT</u> ⁶
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

Part 2:

The Borrower intends to prepay all or a portion of the outstanding principal amount of the Advances identified in Part 1 on the following date (such date being the "Intended Prepayment Date"):

_____ ⁷

² Complete 1 line in Part 1 for each Advance that the Borrower intends to prepay in whole or in part. For each Advance, insert the FFB Advance Identifier for the respective Advance as specified in the most recent billing notice delivered by RUS to the Borrower.

³ For each Advance, insert the RUS Account Number for the respective Advance as specified in the most recent billing notice delivered by RUS to the Borrower.

⁴ For each Advance, insert the date on which FFB made the respective Advance to the Borrower.

⁵ For each Advance, insert the original principal amount of the respective Advance that FFB made to the Borrower.

⁶ Insert the outstanding principal amount of each Advance specified in Part 1 as of the day before the date on which the Borrower intends to make a prepayment on the respective Advances.

⁷ Insert the particular calendar date that the Borrower selects to be the date on which the Borrower intends to prepay the Advances specified in Part 1, which date must meet the criteria for Intended Prepayment Date prescribed in paragraph 16(b)(1) of the Bond.

Part 3:

The Borrower elects to have the following amount of funds applied by FFB toward a prepayment of the outstanding principal amount of the Advances identified in Part 1, in the order in which they appear in Part 1:

_____ ⁸

The undersigned hereby certifies that the authority of the undersigned to execute and deliver this Prepayment Election Notice on behalf of the Borrower is valid and in full force and effect on the date hereof.

NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION
(the "Borrower")

By: _____

Name: _____

Title: _____

Date: _____

⁸ Insert the particular amount of funds that the Borrower elects to be applied by FFB toward a prepayment of the outstanding principal amount of the Advances identified in Part 1, in the order in which they appear in Part 1.

**NOTICE OF RUS APPROVAL OF
PREPAYMENT ELECTION NOTICE**

Notice is hereby given to FFB that the preceding Prepayment Election Notice made by the Borrower identified therein has been approved by RUS for purposes of the Bond identified therein.

ADMINISTRATOR of the
RURAL UTILITIES SERVICE,
acting through his or her
duly authorized designee

By: _____

Name: _____

Title: _____

Date: _____

**ANNEX 3-A
TO
FUTURE ADVANCE BOND**

**FORM
OF
REFINANCING ELECTION NOTICE**

REFINANCING ELECTION NOTICE

DIRECT ALL QUESTIONS ON HOW TO COMPLETE THIS FORM TO THE ASSIGNED CONTACT OFFICE FOR THE BORROWER:

*Office of the Assistant Administrator, Electric Program
Telephone: (202) 205-8663*

WHEN COMPLETED, DELIVER THIS ORIGINAL FORM TO FFB AT THE FOLLOWING ADDRESS:

*Director of Lending
Federal Financing Bank
Main Treasury Building
1500 Pennsylvania Avenue, NW
Washington, DC 20220*

*Telephone: (202) 622-2470
Facsimile: (202) 622-0707*

DELIVER A COPY OF THIS FORM TO RUS AT THE ADDRESS OF THE CONTACT OFFICE INDICATED BELOW:

*Office of the Assistant Administrator, Electric Program
Rural Utilities Service
U.S. Department of Agriculture
Mail Stop 1560
1400 Independence Avenue, SW
Washington, DC 20250*

*Reference: Section 313A Loan Guarantee Underwriter Program
Attention: Amy McWilliams, Program Advisor*

*Telephone: (202) 205-8663
Facsimile: (844) 749-0736*

Director of Lending
Federal Financing Bank

Reference is made to the following-described Future Advance Bond (the "Bond") payable to the Federal Financing Bank ("FFB"), which is guaranteed by the Rural Utilities Service ("RUS"):

Name of Borrower (the "Borrower"):

National Rural Utilities Cooperative Corporation

FFB Bond Identifier:

1

Part 1:

Notice is hereby given to FFB (and RUS) of the Borrower's election to refinance the outstanding principal amount of each of the advances of funds ("Advances") identified in this Part 1:

FRB ADVANCE IDENTIFIER²	RUS ACCOUNT NUMBER³	ORIGINAL ADVANCE DATE⁴	ORIGINAL ADVANCE AMOUNT⁵	OUTSTANDING PRINCIPAL AMOUNT⁶
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

Part 2:

The Borrower intends to refinance the outstanding principal amount of each of the Advances identified in Part 1 on the following date (such date being the "Intended Refinancing Date"):

7

¹ Insert the FFB Bond Identifier that FFB assigned to the Bond (as provided in the Bond Purchase Agreement referred to in the Bond).
² Complete 1 line in Part 1 for each Advance that the Borrower intends to refinance. For each Advance, insert the FFB Advance Identifier for the respective Advance as specified in the most recent billing notice delivered by RUS to the Borrower.
³ For each Advance, insert the RUS Account Number for the respective Advance as specified in the most recent billing notice delivered by RUS to the Borrower.
⁴ For each Advance, insert the date on which FFB made the respective Advance to the Borrower.
⁵ For each Advance, insert the original principal amount of the respective Advance that FFB made to the Borrower.
⁶ For each Advance, insert the outstanding principal amount of the respective Advance as of the day before the intended refinancing.
⁷ Insert the particular calendar date that the Borrower selects to be the date on which the Borrower intends to refinance the Advances specified in Part 1, which date must meet the criteria for Intended Refinancing Date prescribed in paragraph 17(b)(1) of the Bond.

Part 3:

Notice is hereby given to FFB (and RUS) of the Borrower's election that each of the Advances identified in Part 1 is to be refinanced as follows:

FFB ADVANCE IDENTIFIER ⁸	AMOUNT OF PRINCIPAL TO BE REFINANCED ⁹	NEW MATURITY DATE ¹⁰	TYPE OF PREPAYMENT/ REFINANCING PRIVILEGE ¹¹	5-YEAR NO-CALL PERIOD ¹²	PREMIUM OPTION ¹³
_____	\$ _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

⁸ Complete 1 line in Part 3 for each Advance identified in Part 1 as being an Advance the Borrower elects to refinance. Insert the FFB Advance Identifier that FFB assigned to the respective Advance.

⁹ For each Advance, insert the amount of principal that is to be refinanced. This will be the same amount as the outstanding principal amount of the respective Advance inserted in Part 1.

¹⁰ For each Advance, insert the particular calendar date that the Borrower selects to be the new Maturity Date to be in effect for the respective Advance after the refinancing, which new Maturity Date must meet all the criteria for Maturity Dates specified in section 7.3.1(a)(5) of the Bond Purchase Agreement referred to in the Bond.

¹¹ Elect 1 of the following 2 types of prepayment/refinancing privilege for an Advance only if the new Maturity Date selected for such Advance will occur on or after the fifth anniversary of the effective date of this Maturity Extension. The 2 types of prepayment/refinancing privilege are: the market value premium (or discount) privilege ("M") and a fixed premium privilege ("F"). Insert in the box the letter-symbol for the particular type of prepayment/refinancing privilege elected.

¹² Elect 1 of the following 2 no-call period options for an Advance only if a fixed premium privilege is elected as the prepayment/refinancing privilege for such Advance. The 2 no-call period options are: yes ("Y"), if the Borrower elects to have the fixed premium prepayment/refinancing privilege include a 5-year period during which the Advance will not be eligible for prepayment or refinancing, and no ("N"), if the Borrower elects to have the fixed premium prepayment/refinancing privilege not include any such a 5-year no-call period. Insert in the box the letter-symbol for the particular no-call period option elected.

¹³ Select 1 of the following 3 premium options for an Advance only if a fixed premium privilege is elected as the prepayment/refinancing privilege for such Advance. The 3 premium options are: a 10% premium declining over 10 years ("X"), a 5% premium declining over 5 years ("V"), and par (no premium) ("P"). Insert in the box the letter-symbol for the particular premium option selected.

The undersigned hereby certifies that the authority of the undersigned to execute and deliver this Refinancing Election Notice on behalf of the Borrower is valid and in full force and effect on the date hereof.

NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION
(the "Borrower")

By: _____

Name: _____

Title: _____

Date: _____

**ANNEX 3-B
TO
FUTURE ADVANCE BOND**

**FORM
OF
REFINANCING ELECTION NOTICE
(RUS APPROVAL REQUIRED)**

**REFINANCING ELECTION NOTICE
(RUS APPROVAL REQUIRED)**

DIRECT ALL QUESTIONS ON HOW TO COMPLETE THIS FORM TO THE ASSIGNED CONTACT OFFICE FOR THE BORROWER:

*Office of the Assistant Administrator, Electric Program
Telephone: (202) 205-8663*

WHEN COMPLETED, DELIVER THIS ORIGINAL FORM TO RUS AT THE ADDRESS OF THE CONTACT OFFICE INDICATED BELOW:

*Office of the Assistant Administrator, Electric Program
Rural Utilities Service
U.S. Department of Agriculture
Mail Stop 1560
1400 Independence Avenue, SW
Washington, DC 20250*

*Reference: Section 313A Loan Guarantee Underwriter Program
Attention: Amy McWilliams, Program Advisor*

*Telephone: (202) 205-8663
Facsimile: (844) 749-0736*

REFINANCING ELECTION NOTICE

Director of Lending
Federal Financing Bank

Reference is made to the following-described Future Advance Bond (the "Bond") payable to the Federal Financing Bank ("FFB"), which is guaranteed by the Rural Utilities Service ("RUS"):

Name of Borrower (the "Borrower"):

National Rural Utilities Cooperative Corporation

FFB Bond Identifier: _____¹

¹ Insert the FFB Bond Identifier that FFB assigned to the Bond (as provided in the Bond Purchase Agreement referred to in the Bond).

Part 1:

Notice is hereby given to FFB (and RUS) of the Borrower's election to refinance the outstanding principal amount of each of the advances of funds ("Advances") identified in this Part 1:

<u>FRB ADVANCE IDENTIFIER²</u>	<u>RUS ACCOUNT NUMBER³</u>	<u>ORIGINAL ADVANCE DATE⁴</u>	<u>ORIGINAL ADVANCE AMOUNT⁵</u>	<u>OUTSTANDING PRINCIPAL AMOUNT⁶</u>
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

Part 2:

The Borrower intends to refinance the outstanding principal amount of each of the Advances identified in Part 1 on the following date (such date being the "Intended Refinancing Date"):

_____ ⁷

² Complete 1 line in Part 1 for each Advance that the Borrower intends to refinance. For each Advance, insert the FFB Advance Identifier for the respective Advance as specified in the most recent billing notice delivered by RUS to the Borrower.

³ For each Advance, insert the RUS Account Number for the respective Advance as specified in the most recent billing notice delivered by RUS to the Borrower.

⁴ For each Advance, insert the date on which FFB made the respective Advance to the Borrower.

⁵ For each Advance, insert the original principal amount of the respective Advance that FFB made to the Borrower.

⁶ For each Advance, insert the outstanding principal amount of the respective Advance as of the day before the intended refinancing.

⁷ Insert the particular calendar date that the Borrower selects to be the date on which the Borrower intends to refinance the Advances specified in Part 1, which date must meet the criteria for Intended Refinancing Date prescribed in paragraph 17(b)(1) of the Bond.

Part 3:

Notice is hereby given to FFB (and RUS) of the Borrower's election that each of the Advances identified in Part 1 is to be refinanced as follows:

FFB ADVANCE IDENTIFIER⁸	AMOUNT OF PRINCIPAL TO BE REFINANCED⁹	NEW MATURITY DATE¹⁰	TYPE OF PREPAYMENT/ REFINANCING PRIVILEGE¹¹	5-YEAR NO-CALL PERIOD¹²	PREMIUM OPTION¹³
_____	\$ _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	\$ _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

⁸ Complete 1 line in Part 3 for each Advance identified in Part 1 as being an Advance the Borrower elects to refinance. Insert the FFB Advance Identifier that FFB assigned to the respective Advance.

⁹ For each Advance, insert the amount of principal that is to be refinanced. This will be the same amount as the outstanding principal amount of the respective Advance inserted in Part 1.

¹⁰ For each Advance, insert the particular calendar date that the Borrower selects to be the new Maturity Date" to be in effect for the respective Advance after the refinancing, which new Maturity Date must meet all the criteria for Maturity Dates specified in section 7.3.1(a)(5) of the Bond Purchase Agreement referred to in the Bond.

¹¹ Elect 1 of the following 2 types of prepayment/refinancing privilege for an Advance only if the new Maturity Date selected for such Advance will occur on or after the fifth anniversary of the effective date of this Maturity Extension. The 2 types of prepayment/refinancing privilege are: the market value premium (or discount) privilege ("M") and a fixed premium privilege ("F"). Insert in the box the letter-symbol for the particular type of prepayment/refinancing privilege elected.

¹² Elect 1 of the following 2 no-call period options for an Advance only if a fixed premium privilege is elected as the prepayment/refinancing privilege for such Advance. The 2 no-call period options are: yes ("Y"), if the Borrower elects to have the fixed premium prepayment/refinancing privilege include a 5-year period during which the Advance will not be eligible for prepayment or refinancing, and no ("N"), if the Borrower elects to have the fixed premium prepayment/refinancing privilege not include any such a 5-year no-call period. Insert in the box the letter-symbol for the particular no-call period option elected.

¹³ Select 1 of the following 3 premium options for an Advance only if a fixed premium privilege is elected as the prepayment/refinancing privilege for such Advance. The 3 premium options are: a 10% premium declining over 10 years ("X"), a 5% premium declining over 5 years ("V"), and par (no premium) ("P"). Insert in the box the letter-symbol for the particular premium option selected.

The undersigned hereby certifies that the authority of the undersigned to execute and deliver this Refinancing Election Notice on behalf of the Borrower is valid and in full force and effect on the date hereof.

NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION
(the "Borrower")

By: _____

Name: _____

Title: _____

Date: _____

**NOTICE OF RUS APPROVAL OF
REFINANCING ELECTION NOTICE**

Notice is hereby given to FFB that the preceding Refinancing Election Notice made by the Borrower identified therein has been approved by RUS for purposes of the Bond identified therein.

ADMINISTRATOR of the
RURAL UTILITIES SERVICE,
acting through his or her
duly authorized designee

By: _____

Name: _____

Title: _____

Date: _____

**THE UNITED STATES OF AMERICA,
acting through the Rural Utilities Service,**

**NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE CORPORATION**

and

**U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent**

NINTH AMENDED, RESTATED AND CONSOLIDATED PLEDGE AGREEMENT

**Dated as of
December 15, 2022**

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Schedule I – Form of Certificate of Pledged Collateral

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NINTH AMENDED, RESTATED AND CONSOLIDATED PLEDGE AGREEMENT, dated as of December 15, 2022, among NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, a District of Columbia cooperative association and its successors and assigns (hereinafter called the “Borrower”), having its principal executive office and mailing address at 20701 Cooperative Way, Dulles, Virginia 20166, the UNITED STATES OF AMERICA, acting through the Rural Utilities Service, a Rural Development agency of the United States Department of Agriculture and its successors and assigns (“RUS”), and U.S. BANK NATIONAL ASSOCIATION, a national association and its successors and assigns (hereinafter called the “Collateral Agent”), having its corporate office at 100 Wall Street, Suite 1600, New York, NY 10005-3701.

RECITALS OF THE BORROWER

WHEREAS, the Borrower has previously issued the following bonds to the Federal Financing Bank (“FFB”) to evidence loans therefrom in the aggregate principal amount of up to \$8,723,286,000: (a) that certain Series A Future Advance Bond dated as of June 14, 2005, (b) that certain Series B Future Advance Bond dated as of April 28, 2006, (c) that certain Series C Future Advance Bond dated as of September 19, 2008, (d) that certain Series D Future Advance Bond dated as of November 10, 2010, (e) that certain Series E Future Advance Bond dated as of December 1, 2011, (f) that certain Series F Future Advance Bond dated as of December 13, 2012, (g) that certain Series G Future Advance Bond dated as of November 21, 2013, (h) that certain Series H Future Advance Bond dated as of November 18, 2014, (i) that certain Series K Future Advance Bond dated as of March 29, 2016, (j) that certain Series L Future Advance Bond dated as of December 1, 2016, (k) that certain Series M Future Advance Bond dated as of November 9, 2017, (l) that certain Series N Future Advance Bond dated as of November 15, 2018, (m) that certain Series P Future Advance Bond dated as of February 13, 2020, (n) that certain Series R Future Advance Bond dated as of November 19, 2020, and (o) that certain Series S Future Advance Bond dated as of November 4, 2021 (collectively, the “Original Bonds”);

WHEREAS, concurrently with the execution of this Pledge Agreement, the Borrower has issued a bond to FFB to evidence a loan therefrom in the aggregate principal amount of up to \$750,000,000.00 (hereinafter called the “Series T Bond”) and may from time to time issue additional bonds to FFB (the “New Bonds”) (the Original Bonds, the Series T Bond, and the New Bonds are collectively referred to as the “Bonds”);

WHEREAS, the Original Bonds were previously guaranteed by RUS pursuant to the Eighth Amended, Restated and Consolidated Bond Guarantee Agreement, dated as of November 4, 2021, by and between the Borrower and RUS, as in effect immediately prior to the date hereof (the “Prior Bond Guarantee Agreement”);

WHEREAS, in connection with the issuance of the Series T Bond, the Borrower and FFB have entered into the Ninth Amended, Restated and Consolidated Bond Guarantee Agreement, dated as of December 15, 2022 (the “Consolidated Bond Guarantee Agreement”), which amends, restates, and consolidates the Prior Bond Guarantee Agreement, and which now secures the Original Bonds;

WHEREAS, the Original Bonds were secured by the Eighth Amended, Restated and Consolidated Pledge Agreement, dated as of November 4, 2021, by and among the Borrower, RUS and the Collateral Agent, as in effect immediately prior to the date hereof (the “Prior Pledge Agreement”);

WHEREAS, the Borrower is required pursuant to the terms of the Consolidated Bond Guarantee Agreement to pledge certain property to the Collateral Agent for the benefit of RUS to ratably secure the Borrower’s obligations under the bonds from time to time issued to FFB; and

WHEREAS, in furtherance of the foregoing, the Borrower, RUS and the Collateral Agent have agreed to amend the Prior Pledge Agreement, continue the liens created by the Prior Pledge Agreement, and set forth the terms by which the Borrower will agree to pledge the Pledged Collateral to the Collateral Agent for the benefit of RUS;

NOW, THEREFORE, THIS PLEDGE AGREEMENT WITNESSETH that, to secure the performance of the certain Obligations contained in the Consolidated Bond Guarantee Agreement, the Prior Pledge Agreement, the Reimbursement Notes and herein, the Borrower assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of RUS, and grants to the Collateral Agent, its successors and assigns, for the benefit of RUS, a security interest in the following (collectively referred to as the “Pledged Collateral”) in each case with effect immediately upon execution of this Pledge Agreement and delivery of a Certificate of Pledged Collateral to the Collateral Agent: (a)(i) the Pledged Instruments and the certificates representing the Pledged Instruments; (ii) subject to Section 3.08, all payments of principal or interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for, and all other Proceeds received in respect of, the Pledged Instruments pledged hereunder; (iii) subject to Section 3.08, all rights and privileges of the Borrower with respect to the Pledged Instruments pledged hereunder; and (iv) all Proceeds of any of the foregoing above; and (b) any property, including cash and Permitted Investments, that may, on the date hereof or from time to time hereafter, be subject to the Lien hereof by the Borrower by delivery, assignment or pledge thereof to the Collateral Agent hereunder and the Collateral Agent is authorized to receive the same as additional security hereunder (subject to

any reservations, limitations or conditions agreed to in writing by the Borrower and RUS respecting the scope or priority of such security or the use and disposition of such property or the Proceeds thereof).

TO HAVE AND TO HOLD the Pledged Collateral, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto, unto the Collateral Agent, its successors and assigns, for the benefit of RUS, forever; subject, however, to the terms, covenants and conditions hereinafter set forth.

ARTICLE I

Definitions and Other Provisions of General Application

SECTION 1.01. Definitions. For all purposes of this Pledge Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- (i) the terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;
- (ii) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles;
- (iii) all reference in this instrument to designated “Articles”, “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument; and
- (iv) the words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Pledge Agreement as a whole and not to any particular Article, Section or other subdivision.

“Allowable Amount” on any date, means:

- (a) with respect to cash, 100% thereof;
- (b) with respect to Eligible Instruments, the aggregate principal amount of such Eligible Instruments theretofore advanced thereon which remains unpaid on such date; and
- (c) with respect to Permitted Investments, the cost to the Borrower thereof (exclusive of accrued interest or brokerage commissions) except that with respect to any Permitted Investments which are traded on any national securities exchange or over-the-counter market, Allowable Amount on any date shall mean the fair market value thereof (as determined by the Borrower).

“Bonds” has the meaning set forth in the recitals hereto.

“Borrower” means the Person named as the “Borrower” in the first paragraph of this instrument.

“Borrower Notice” and “Borrower Order” mean, respectively, a written notice or order signed in the name of the Borrower by either its Governor, Chief Financial Officer, and by any Vice President of the Borrower, and delivered to the Collateral Agent and RUS.

“Business Day” shall have the meaning given to such term in the Consolidated Bond Guarantee Agreement.

“Certificate of Pledged Collateral” means (i) the Certificate of Pledged Collateral delivered to the Collateral Agent and RUS as of Closing Date and (ii) each certificate delivered from and after the date hereof to the Collateral Agent and RUS substantially in the form of Schedule I attached hereto.

“Class B Member” means any Class B Member of the Borrower as described in the Borrower’s Bylaws as of the date hereof.

“Closing Date” shall mean December 15, 2022.

“Collateral Agent” means the Person named as the “Collateral Agent” in the first paragraph of this instrument.

“Consolidated Bond Guarantee Agreement” has the meaning set forth in the recitals hereto.

“Criticized Loan” means any loan payable to CFC that has a borrower risk rating that has been categorized as “Special Mention,” “Substandard,” “Doubtful,” or “Loss” in CFC’s most recent consolidated financial statements.

“Eligible Instrument” means a note or bond of any Person payable or registered to, or to the order of, the Borrower, the Rural Telephone Finance Cooperative or the National Cooperative Services Corporation, and in respect of which (i) no default has occurred in the payment of principal or interest in accordance with the terms of such note or bond that is continuing beyond the contractual grace period (if any) provided in such note or bond for such payment; (ii) no “event of default” as defined in such note or bond (or in any instrument creating a security interest in favor of the Borrower, the Rural Telephone Finance Cooperative or the National Cooperative Services Corporation in respect of such note or bond), shall exist that has resulted in the exercise of any right or remedy described in such note or bond (or in any such instrument); (iii) such note or bond is not classified by the Borrower as non-performing or impaired under generally accepted accounting principles in the United States; (iv) such note or bond is free and clear of all liens other than the Lien created by this Pledge Agreement; (v) such note or bond is not a Restructured CFC Loan; (vi) such note or bond is not a Criticized Loan; (vii) such note or bond is not Unsecured Debt; and (viii) the Total Exposure Amount does not

exceed the Maximum Debtor Principal Amount; provided, however, if the Total Exposure Amount does exceed the Maximum Debtor Principal Amount, such note or bond may be pledged in whole, however, the Allowable Amount of such Eligible Security shall only include the principal amount which does not exceed the Maximum Debtor Principal Amount.

“Eligible Member” means a member or associate of the Borrower, the Rural Telephone Finance Cooperative or the National Cooperative Services Corporation, as defined in the bylaws of each entity.

“Event of Default” has the meaning set forth in Section 5.01.

“Lien” means any lien, pledge, charge, mortgage, encumbrance, debenture, hypothecation or other similar security interest attaching to any part of the Pledged Collateral.

“Lien of this Pledge Agreement” or “Lien hereof” means the Lien created by these presents.

“Maximum Debtor Principal Amount” means 5% of the total aggregate amount of Pledged Instruments held by the Collateral Agent, or such higher amount permitted by RUS and communicated to Borrower in writing.

“New Bonds” has the meaning set forth in the recitals hereto.

“Obligations” means the due and punctual performance of the obligations of the Borrower to make payment under Sections 4.1, 10.3, and 10.4 of the Consolidated Bond Guarantee Agreement and, without duplication, under the Reimbursement Note.

“Original Bonds” has the meaning set forth in the recitals hereto.

“Officers’ Certificate” means a certificate signed by either the Governor or the Chief Financial Officer of the Borrower, and by any Vice President of the Borrower, and delivered to RUS and/or the Collateral Agent, as applicable.

“Permitted Investment” has the meaning given to that term in Section 4.01.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“Pledge Agreement” means this Pledge Agreement, as originally executed and as it may from time to time be supplemented, restated or amended entered into pursuant to the applicable provisions hereof.

“Pledged Collateral” has the meaning set forth in the Granting Clause.

“Pledged Instruments” has the meaning set forth in Section 3.01.

“Prior Pledge Agreement” has the meaning set forth in the recitals hereto.

“Proceeds” has the meaning specified in Section 9-102 of the Uniform Commercial Code.

“Reimbursement Notes” has the meaning given to that term in the Consolidated Bond Guarantee Agreement.

“Restructured CFC Loan” means any note or bond of an obligor payable to the Borrower that is classified as a ‘troubled debt restructuring’ under generally accepted accounting principles.

“RUS” means the Person named as “RUS” in the first paragraph of this instrument.

“RUS Notice” and “RUS Order” mean, respectively, a written notice or order signed by the Secretary and delivered to the Collateral Agent and the Borrower.

“RUS Notice of Default” has the meaning given to that term in Section 5.02.

“Secretary” shall mean the Secretary of Agriculture acting through the Administrator of RUS.

“Total Exposure Amount” on any date, means with respect to Eligible Instruments, the aggregate principal amount of all notes or bonds of an Eligible Member pledged hereunder.

“Uniform Commercial Code” means the Uniform Commercial Code as from time to time in effect in the District of Columbia.

“United States” means the United States of America, its territories, possessions and other areas subject to its jurisdiction.

“Unsecured Debt” means a note or bond that is not secured by collateral of the debtor pledged to the Borrower in an amount greater than or equal to the outstanding amount of debt owed by the debtor to the Borrower.

“Vice President” means any vice president of the Borrower, whether or not designated by a number or a word or words added before or after the title “vice president”.

ARTICLE II

Application of this Pledge Agreement

SECTION 2.01. Application of the Lien of this Pledge Agreement. Notwithstanding any other provision of this Pledge Agreement, and in accordance with the Granting Clause hereof, the Lien hereof shall automatically and without further act, attach and apply to the Pledged Instruments.

SECTION 2.02 Delivery of Certificates of Pledged Collateral.

(a) On each of the following: (i) the Closing Date, (ii) within 15 Business Days of the end of each of the Borrower's fiscal quarters (August 31, November 30, February 28 and May 31), and (iii) each time money is advanced under a Bond, the Borrower shall deliver, and from time to time the Borrower may deliver, a Certificate of Pledged Collateral to the Collateral Agent and RUS, showing that the aggregate principal amount of Pledged Collateral specified in Schedule A thereto that have been delivered to the Collateral Agent as of the last day of the most recent month ended more than 10 Business Days before the date thereof shall at least equal the aggregate principal amount of the Bonds outstanding, or to be outstanding after any such advance, at the date thereof. At the time of delivery of a Certificate of Pledged Collateral, the Borrower shall deliver to the Collateral Agent all Pledged Collateral specified in such certificate that are not already deposited with the Collateral Agent accompanied by the appropriate instruments of transfer executed in blank and in a form satisfactory to the Collateral Agent and by such other instruments and documents as the Collateral Agent may reasonably request. The Borrower acknowledges and agrees that it is pledging the Pledged Collateral to RUS to reimburse RUS for all payments made, and expenses incurred, by RUS under the Reimbursement Notes, including any and all principal, interest and fees accruing thereunder, and any additional fees incurred by RUS in connection with RUS exercising its rights and remedies under the Consolidated Bond Guarantee Agreement and this Pledge Agreement upon the occurrence of an Event of Default (as defined in Section 10.1 of the Consolidated Bond Guarantee Agreement). All Pledged Collateral deposited with the Collateral Agent that were previously Pledged Collateral, but that is no longer specified in the Certificate of Pledged Collateral most recently delivered, shall, at the Borrower's expense and pursuant to a Borrower Order, be returned by the Collateral Agent to the Borrower.

(b) Each time that the Borrower requests an advance under a Bond, the Borrower is required to submit to RUS Schedule A to the Certificate of Pledged Collateral (i) no more than ninety (90) days and (ii) no less than ten (10) Business Days prior to the date of the requested advance. RUS shall have, in its sole discretion, the right to reject any Pledged Collateral listed on Schedule A to the Certificate of Pledged Collateral by providing written notice of such rejection to the Borrower within fourteen (14) Business Days of RUS's receipt of such Schedule A to the Certificate of Pledged Collateral will be deemed to have been approved by RUS in the event that RUS does not reject any Pledged Collateral listed thereon by written notice within fourteen (14) Business Days of its receipt of such Schedule.

(c) In the event that RUS rejects any portion of the Pledged Collateral listed on Schedule A to the Certificate of Pledged Collateral pursuant to Section 2.02 (b) above, the

Borrower shall have thirty (30) days to replace, substitute or withdraw the Pledged Collateral and replace the Pledged Collateral with Pledged Collateral to be approved or deemed approved by RUS pursuant to Section 2.02(b) above. Notwithstanding the foregoing, Borrower will make all reasonable attempts to replace any Pledged Collateral rejected by RUS prior to an advance. RUS shall not be required to process an advance request until it is reasonably satisfied that Borrower has made or will make attempts to replace any such rejected Pledged Collateral.

(d) Each time that the Borrower requests an advance under the Series T Bond, the Borrower shall provide at the time of the requested advance, written evidence satisfactory to RUS that the aggregate principal amount outstanding under the Pledged Instruments as of the advance request date exceeds the aggregate amount of scheduled future principal payments on the Bonds (including the requested advance of the Series T Bond); provided, however, that RUS, in its sole discretion, may reject an advance request in the event that a material adverse change has occurred in the financial condition of the Borrower or in the value of the Pledged Instruments between the Closing Date and the applicable requested advance date.

(e) In the event the Borrower becomes aware of material physical damage to, or destruction of, Pledged Instruments deposited with the Collateral Agent, the Borrower shall notify RUS by no later than the end of the following business day. The Borrower will prepare and have executed replacement notes for such Pledged Instruments and provide the executed replacement notes to the Collateral Agent within sixty (60) days after notice that any Pledged Instruments have been damaged or destroyed. In the event the Borrower does not replace such Pledged Instruments within sixty (60) days, RUS may, at its sole discretion, suspend all advances of funds until sufficient collateral is deposited with the Collateral Agent in accordance with the terms of this Pledge Agreement.

SECTION 2.03. Maintenance of Pledged Collateral.

(a) The Collateral Agent shall hold and segregate the Pledged Collateral in a separate account.

(b) The Borrower shall cause the aggregate principal amount of Pledged Collateral at all times to be not less than 100% of the aggregate principal amount of the Bonds outstanding.

(c) The Borrower shall cause the aggregate principal amount of the Pledged Collateral of Class B Members at all times to be not more than 30% of the total aggregate principal amount of the Pledged Collateral.

(d) The Borrower shall not create, or permit to exist, any Lien that is secured by, or in any way attaches to, the Pledged Collateral, without the prior written consent of RUS.

SECTION 2.04. UCC Filings. The Borrower shall prepare and file in the proper Uniform Commercial Code filing office in the District of Columbia (i) on or prior to the Closing

Date, a financing statement recording the Collateral Agent's interest in the Pledged Collateral; and (ii) from time to time thereafter, continuation statements or such other filings as are necessary to maintain the perfection of the Lien hereof on the Pledged Collateral.

ARTICLE III

Provisions as to Pledged Collateral

SECTION 3.01. Pledged Instruments. The “Pledged Instruments” shall mean (i) the Eligible Instruments listed on Schedule A and Schedule B of the Certificate of Pledged Collateral delivered on the Closing Date and (ii) the Eligible Instruments listed on Schedule A and Schedule B of any Certificate of Pledged Collateral delivered subsequent to the execution of this Pledge Agreement.

SECTION 3.02. Holding of Pledged Instruments. Unless and until an Event of Default shall occur, the Collateral Agent, on behalf of RUS, shall hold the Pledged Instruments in the name of the Borrower (or its nominee), endorsed or assigned in blank or in favor of the Collateral Agent. Upon the occurrence of an Event of Default, the Collateral Agent, on behalf of RUS, shall have the right (in its sole and absolute discretion), to the extent a register is maintained therefor, to register the Pledged Instruments in the Collateral Agent's own name as pledgee, or in the name of the Collateral Agent's nominee (as pledgee or as sub-agent) or to continue to hold the Pledged Instruments in the name of the Borrower, endorsed or assigned in blank or in favor of the Collateral Agent. Upon cessation of such Event of Default, the Collateral Agent shall take such action as is necessary to again cause the Pledged Instruments to be registered in the name of the Borrower (or its nominee).

SECTION 3.03. Withdrawal and Substitution of Pledged Collateral.

(a) Any part of the Pledged Collateral may be withdrawn by the Borrower or substituted for cash or other Eligible Instruments or Permitted Investments by the Borrower and shall be delivered to the Borrower by the Collateral Agent upon Borrower Order at any time and from time to time, together with any other documents or instruments of transfer or assignment necessary to reassign to the Borrower said Pledged Collateral and the interest of the Borrower, provided the aggregate Allowable Amount of Pledged Collateral remaining after such withdrawal or substitution shall at least equal the aggregate principal amount of the Bonds outstanding after such withdrawal or substitution, as shown by the Certificate of Pledged Collateral furnished to the Collateral Agent pursuant to Subsection (b)(i) of this Section.

(b) Prior to any such withdrawal or substitution, the Collateral Agent shall be furnished with the following instruments:

(i) a Certificate of Pledged Collateral, dated not more than 30 days prior to such withdrawal or substitution, showing that immediately after such withdrawal or substitution the requirements of Subsection (a) of this Section will be satisfied; and

(ii) an Officers' Certificate certifying that no Event of Default has occurred which has not been remedied.

Upon any such withdrawal or substitution, the Borrower shall deliver any cash or Eligible Instruments or Permitted Investments to be substituted and the Collateral Agent shall execute any instruments of transfer or assignment specified in a Borrower Order as necessary to vest in the Borrower any part of the Pledged Collateral withdrawn.

In case an Event of Default shall have occurred and be continuing, the Borrower shall not withdraw or substitute any part of the Pledged Collateral, provided that any Pledged Collateral may be withdrawn (a) as provided for in Section 3.04; or (b) upon the deposit with the Collateral Agent of an amount of cash at least equal to the Allowable Amount (at the time of such withdrawal) of the Pledged Instruments so withdrawn and the delivery to the Collateral Agent of the instruments referred to in Subsection (b)(i) of this Section and a Borrower Order.

SECTION 3.04. Reassignment of Pledged Instruments upon Payment. Upon receipt of:

(i) an Officers' Certificate stating that all payments of principal, premium (if any) and interest have been made upon any Pledged Instruments held by the Collateral Agent other than payment of an amount (if any) specified in said certificate required fully to discharge all obligations on said Pledged Instruments; and

(ii) cash in the amount (if any) so specified fully to discharge said Pledged Instruments,

the Collateral Agent shall deliver to the Borrower upon Borrower Order said Pledged Instruments, together with any other documents or instruments of transfer or assignment necessary to reassign to the Borrower said Pledged Instruments and the interest of the Borrower specified in such Borrower Order.

SECTION 3.05. Addition of Pledged Collateral. At any time, the Borrower may pledge additional Eligible Instruments, cash or Permitted Investments under this Pledge Agreement by delivering such Pledged Collateral to the Collateral Agent, accompanied by a Certificate of Pledged Collateral specifying such additional collateral and dated not more than 30 days prior thereto, provided that, in the case of additional Permitted Investments, no such Permitted Investments shall be subject to any reservations, limitations or conditions referred to in the Granting Clause hereof.

SECTION 3.06. Accompanying Documentation. Where Eligible Instruments are delivered to the Collateral Agent under Section 3.03 or Section 3.05, such securities shall be accompanied by the appropriate instruments of transfer executed in blank and in a form satisfactory to the Collateral Agent and by such other instruments and documents as the Collateral Agent may reasonably request. All other property delivered to the Collateral Agent under Section 3.03 or Section 3.05 and comprising part of the Pledged Collateral shall be accompanied by proper instruments of assignment duly executed by the Borrower and such other instruments or documents as the Collateral Agent may reasonably request.

SECTION 3.07. Renewal; Extension; Substitution. Unless and until an Event of Default shall have occurred and be continuing, the Borrower may at any time renew or extend, subject to the Lien of this Pledge Agreement, any Pledged Security upon any terms or may accept in place of and in substitution for any such Pledged Security, another Eligible Security or Securities of the same issuer or of any successor thereto for at least the same unpaid principal amount, all as evidenced by a Borrower Order delivered to the Collateral Agent; provided, however, that in case of any substitution, Eligible Instruments substituted as aforesaid shall be subject to the Lien of this Pledge Agreement as part of the Pledged Collateral and be held in the same manner as those for which they shall be substituted, and in the case of each substituted Eligible Security the Borrower shall provide an Officers' Certificate certifying to the Collateral Agent that such substituted security satisfies the requirements of this Section. So long as no Event of Default shall have occurred and be continuing, the Collateral Agent, upon Borrower Order stating that no Event of Default shall have occurred and be continuing, shall execute any consent to any such renewal, extension or substitution as shall be specified in such Borrower Order.

SECTION 3.08. Voting Rights; Interest and Principal

(a) Unless and until an Event of Default has occurred and is continuing, and RUS delivers to the Collateral Agent an RUS Notice of Default suspending the Borrower's rights under this clause:

(i) The Borrower shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Instruments or any part thereof provided that such rights and powers shall not be exercised in any manner inconsistent with the terms of the Consolidated Bond Guarantee Agreement or this Pledge Agreement.

(ii) The Collateral Agent shall execute and deliver to the Borrower, or cause to be executed and delivered to the Borrower, all such proxies, powers of attorney and other instruments as the Borrower may reasonably request for the purpose of enabling the Borrower to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to subparagraph (i) above.

(iii) The Borrower shall be entitled to receive and retain any and all interest, principal and other distributions paid on or distributed in respect of the Pledged Instruments; provided that any non-cash interest, principal or other distributions that would constitute Pledged Instruments if pledged hereunder, and received in exchange for Pledged Instruments or any part thereof pledged hereunder, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer of Pledged Instruments may be a party or otherwise, shall be and become part of the Pledged Collateral, and, if received by the Borrower, shall not be commingled by the Borrower with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Collateral Agent and shall be forthwith delivered to the Collateral Agent in the same form as so received (with any necessary endorsement).

(b) If an Event of Default shall have occurred and be continuing, then, to the extent such rights are suspended by the applicable RUS Notice of Default, all rights of the Borrower to interest, principal or other distributions that the Borrower is authorized to receive pursuant to paragraph (a)(iii) of this Section 3.08 shall cease, and all such suspended rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to receive and retain such interest, principal or other distributions. All interest, principal or other distributions received by the Borrower contrary to the provisions of this Section 3.08 shall be held in trust for the benefit of the Collateral Agent, shall be segregated from other property or funds of the Borrower and shall be forthwith delivered to the Collateral Agent in the same form as so received (with any necessary endorsement). Any and all money and other property paid over to or received by the Collateral Agent pursuant to the provisions of this paragraph (b) shall be retained by the Collateral Agent in an account to be established by the Collateral Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 5.03. After all Events of Default have ceased, the Collateral Agent shall promptly repay to the Borrower (without interest) all interest, principal or other distributions that the Borrower would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 3.08 and that remain in such account.

(c) If an Event of Default shall have occurred and be continuing, then, to the extent such rights are suspended by the applicable RUS Notice of Default, all rights of the Borrower to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 3.08, and the obligations of the Collateral Agent under paragraph (a)(ii) of this Section 3.08, shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers; provided that the Collateral Agent shall have the right from time to time during the existence of such Event of Default to permit the Borrower to exercise such rights and powers.

SECTION 3.09. Protection of Title; Payment of Taxes; Liens, etc. The Borrower will:

(i) duly and promptly pay and discharge, or cause to be paid and discharged, before they become delinquent, all taxes, assessments, governmental and other charges lawfully levied, assessed or imposed upon or against any of the Pledged Collateral, including the income or profits therefrom and the interests of the Collateral Agent in such Pledged Collateral;

(ii) duly observe and conform to all valid requirements of any governmental authority imposed upon the Borrower relative to any of the Pledged Collateral, and all covenants, terms and conditions under or upon which any part thereof is held;

(iii) cause to be paid and discharged all lawful claims (including, without limitation, income taxes) which, if unpaid, might become a lien or charge upon Pledged Collateral; and

(iv) do all things and take all actions necessary to keep the Lien of this Pledge Agreement a first and prior lien upon the Pledged Collateral and protect its title to the

Pledged Collateral against loss by reason of any foreclosure or other proceeding to enforce any lien prior to or *pari passu* with the Lien of this Pledge Agreement.

Nothing contained in this Section shall require the payment of any such tax, assessment, claim, lien or charge or the compliance with any such requirement so long as the validity, application or amount thereof shall be contested in good faith; provided, however, that the Borrower shall have set aside on its books such reserves (segregated to the extent required by generally accepted accounting principles) as shall be deemed adequate with respect thereto as determined by the Board of Directors of the Borrower (or a committee thereof).

SECTION 3.10. Representations, Warranties and Covenants. The Borrower represents, warrants and covenants to the Collateral Agent, for the benefit of RUS, the following with respect to the Pledged Collateral and the Lien thereon:

(a) except for the Lien hereof and any Lien consented to in writing by RUS, the Borrower or the Rural Telephone Finance Cooperative or the National Cooperative Services Corporation (i) is and will continue to be the direct owner, beneficially and of record, of the Pledged Instruments from time to time pledged hereunder, (ii) holds and will continue to hold the same free and clear of all Liens, other than Liens created by this Pledge Agreement, (iii) will make no assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien on, the Pledged Collateral, other than Liens created by this Pledge Agreement and (iv) will defend its title or interest thereto or therein against any and all Liens (other than the Lien created by this Pledge Agreement), however arising, of all Persons whomsoever;

(b) except for restrictions and limitations imposed by the Consolidated Bond Guarantee Agreement or securities laws generally, the Pledged Instruments are and will continue to be freely transferable and assignable, and none of the Pledged Instruments are or will be subject to any restriction of any nature that might prohibit, impair, delay or otherwise affect the pledge of such Pledged Instruments hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Collateral Agent of rights and remedies hereunder;

(c) the Borrower has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated;

(d) no consent or approval of any governmental authority, any securities exchange or any other Person (with the exception RUS) was or is necessary to the validity of the pledge effected hereby (other than such as have been obtained and are in full force and effect); and

(e) by virtue of the execution and delivery by the Borrower of this Pledge Agreement, when any Pledged Instruments are delivered to the Collateral Agent in accordance with this Pledge Agreement, the Collateral Agent will obtain a legal and valid Lien upon and security interest in such Pledged Instruments as security for the payment and performance of the Obligations.

SECTION 3.11. Further Assurances. The Borrower will execute and deliver, or cause to be executed and delivered, all such additional instruments and do, or cause to be done, all such

additional acts as (a) may be necessary or proper, consistent with the Granting Clause hereof, to carry out the purposes of this Pledge Agreement and to make subject to the Lien hereof any property intended so to be subject or (b) may be necessary or proper to transfer to any successor the estate, powers, instruments and funds held hereunder and to confirm the Lien of this Pledge Agreement. The Borrower shall maintain billing information on the Pledged Collateral in a manner sufficient to enable RUS to service the loans evidenced by the Pledged Instruments upon the occurrence of an Event of Default, as contemplated by Section 5.02(c) hereof. The Borrower will also cause to be filed, registered or recorded any instruments of conveyance, transfer, assignment or further assurance in all offices in which such filing, registering or recording is necessary to the validity thereof or to give notice thereof.

SECTION 3.12. Delivery of Additional Information Relating to Pledged Collateral.

(a) On each of the following: (i) within 15 Business Days of the end of each of the Borrower's fiscal quarters (August 31, November 30, February 28 and May 31), (ii) each time the Borrower deposits Pledged Collateral with the Collateral Agent pursuant to Section 2.02 hereof, and (iii) each time the Borrower withdraws or substitutes Pledged Collateral pursuant to Section 3.03 hereof, the Borrower shall provide the Secretary with information regarding payment obligations on the individual Pledged Collateral notes, including loan maturity dates, amortization methods, outstanding balances, loan types (distribution or power supply), billing cycles, and any other information customarily provided to secured parties, including debtor names and addresses in the Borrower's records as of the date the information is provided, as reasonably requested by RUS, pertaining to the individual Pledged Collateral notes required to adequately service the Pledged Collateral notes upon the occurrence of an Event of Default. This information shall be used solely for the purpose of RUS exercising its rights and remedies under this Agreement upon the occurrence of an Event of Default and shall not be shared or distributed.

(b) Within five (5) Business Days of the Borrower's filing with the SEC of its quarterly report on Form 10-Q or its annual report on Form 10-K, the Borrower shall provide RUS with a list of all of its Criticized Loans.

SECTION 3.13. Internal Audit Site Visits to Collateral Agent's Offices. The Borrower agrees, upon the consent of the Collateral Agent's office housing the Pledged Collateral, to allow RUS to observe the Borrower's internal audit site visits to the Collateral Agent's office in order to discuss and review physical security and processes relating to Pledged Collateral handling and inventory of the Pledged Collateral.

ARTICLE IV

Application of Moneys Included in Pledged Collateral

SECTION 4.01. Investment of Moneys by Collateral Agent. Any moneys held by the Collateral Agent as part of the Pledged Collateral shall, upon Borrower Order and as stated therein, be invested or reinvested by the Collateral Agent until required to be paid out by the Collateral Agent as provided in this Pledge Agreement, in any one or more of the following (herein called "Permitted Investments"):

(i) obligations of or guaranteed by the United States of America or any agency thereof for which the full faith and credit of the United States of America or such agency shall be pledged;

(ii) obligations of any state or municipality, or subdivision or agency of either thereof, which are rated AA (or equivalent) or better by at least two nationally recognized statistical rating organizations or having a comparable rating in the event of any future change in the rating system of such agencies;

(iii) certificates of deposit issued by, or time deposits of, any bank or trust company (including the Collateral Agent) organized under the laws of the United States of America or any State thereof having capital and surplus of not less than \$500,000,000 (determined from its most recent report of condition, if it publishes such reports at least annually pursuant to law or the requirements of Federal or State examining or supervisory authority); and

(iv) commercial paper of bank holding companies or of other issuers (excluding the Borrower) generally rated in the highest category by at least two nationally recognized statistical rating organizations and maturing not more than one year after the purchase thereof.

Unless and until an Event of Default shall have occurred and be continuing, any interest received by the Collateral Agent on any such investments which shall exceed the amount of accrued interest, if any, paid by the Collateral Agent on the purchase thereof, and any profit which may be realized from any sale, redemption or maturity of such investments, shall be paid to the Borrower. Such investments shall be held by the Collateral Agent as a part of the Pledged Collateral, but upon Borrower Order the Collateral Agent shall sell all or any designated part of the same, and the proceeds of such sale shall be held by the Collateral Agent subject to the same provisions hereof as the cash used by it to purchase the investments so sold. In case the net proceeds realized upon any sale, redemption or maturity shall amount to less than the purchase price paid by the Collateral Agent for the purchase of the investments so sold, the Collateral Agent shall notify the Borrower in writing thereof, and the Borrower shall pay to the Collateral Agent the amount of the difference between such purchase price and the amount so realized, and the amount so paid shall be held by the Collateral Agent in like manner and subject to the same conditions as the proceeds realized upon such sale. The Borrower will reimburse the Collateral Agent for any brokerage commissions or other expenses incurred by the Collateral Agent in connection with the purchase or sale of such investments. The Collateral Agent may aggregate such costs and expenses of and such receipts from such investments on a monthly basis (or such other periodic basis as the Borrower and the Collateral Agent may agree in writing from time to time) so as to net each against the other during such period and pay to the Borrower amounts due to it or notify the Borrower of amounts due from it on a net basis for such period.

SECTION 4.02. Collateral Agent To Retain Moneys during Event of Default. If an Event of Default shall have occurred and be continuing, moneys held by the Collateral Agent as

a part of the Pledged Collateral shall not be paid over to the Borrower upon Borrower Order except pursuant to Section 5.03.

ARTICLE V

Remedies

SECTION 5.01. Events of Default. “Event of Default”, wherever used herein, means any “Event of Default” as defined in Sections 10.1(a) and 10.1(c) of the Consolidated Bond Guarantee Agreement, provided that, for the purposes of this Pledge Agreement:

(a) the Collateral Agent shall not be required to recognize that an Event of Default exists before such time as the Collateral Agent receives an RUS Notice or Borrower Notice stating that an Event of Default exists and specifying the particulars of such default in reasonable detail; and

(b) the Collateral Agent shall not be required to recognize that an Event of Default has ceased until (i) such time as the Collateral Agent receives an RUS Notice stipulating that such event has ceased to exist; or (ii) 30 days after receipt by the Collateral Agent of a Borrower Notice stipulating that such event has ceased to exist, provided that the Collateral Agent does not receive an RUS Notice within such timeframe disputing the cessation of such Event of Default, and further provided that no additional RUS Notice of Default shall have been received in respect of any other subsisting Event(s) of Default. Upon receipt of any Borrower Notice under subparagraph (ii) of this Subsection, the Collateral Agent shall provide a copy of such Borrower Notice to RUS.

SECTION 5.02. Remedies Upon Default. If an Event of Default shall have occurred and be continuing, RUS may issue a notice (an “RUS Notice of Default”), which may be combined with the notice provided under Section 5.01(b), suspending the rights of the Borrower under Section 3.08 in part without suspending all such rights (as specified by RUS in its sole and absolute discretion) without waiving or otherwise affecting RUS’ rights to give additional RUS Notices of Default from time to time suspending other rights under Section 3.08 so long as an Event of Default has occurred and is continuing. Subject to paragraph (b) of this Section 5.02, upon cessation of an Event of Default, all rights of the Borrower suspended under the applicable RUS Notice of Default shall revert in the Borrower.

(a) Upon the occurrence of an Event of Default, the Collateral Agent shall, for the benefit and at the direction of RUS, have the right to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, the Borrower agrees that the Collateral Agent shall have the right, but only if so instructed by an RUS Order and subject to the requirements of applicable law and the Collateral Agent’s right (in its sole and absolute discretion) to receive indemnification or other reasonable assurances that its costs and expenses in connection therewith will be paid, to sell or otherwise dispose of all or any part of the Pledged Collateral at a public or private sale or at any broker’s board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale of securities (if it deems it advisable to

do so) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Pledged Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Pledged Collateral so sold. Each such purchaser at any sale of Pledged Collateral shall hold the property sold absolutely, free from any claim or right on the part of the Borrower, and the Borrower hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which the Borrower now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(b) The Collateral Agent shall give the Borrower 10 days' written notice (which the Borrower agrees is reasonable notice within the meaning of Section 9-611 of the Uniform Commercial Code or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Pledged Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Pledged Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Pledged Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Pledged Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Pledged Collateral is made on credit or for future delivery, the Pledged Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Pledged Collateral so sold and, in case of any such failure, such Pledged Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Pledge Agreement, RUS may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of the Borrower (all said rights being also hereby waived and released to the extent permitted by law), the Pledged Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to RUS from the Borrower as a credit against the purchase price, and RUS may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to Pledged Collateral therefor. For purposes hereof, a written agreement to purchase the Pledged Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and the Borrower shall not be entitled to the return of the Pledged Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral

Agent may proceed by a suit or suits at law or in equity to foreclose this Pledge Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 5.02 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the Uniform Commercial Code or its equivalent in other jurisdictions.

(c) Upon the occurrence of an Event of Default, the Borrower shall immediately provide billing information to RUS and to the Collateral Agent sufficient to enable RUS to service the loans evidenced by the Pledged Instruments.

SECTION 5.03. Application of Proceeds. The Collateral Agent shall apply the proceeds of any collection or sale of Pledged Collateral, including any Pledged Collateral consisting of cash, as follows:

FIRST, to the payment of all reasonable costs and expenses incurred by the Collateral Agent in connection with or reasonably related or reasonably incidental to such collection or sale or otherwise in connection with or related or incidental to this Pledge Agreement or any of the Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent (in its sole discretion) hereunder on behalf of the Borrower and any other reasonable costs or expenses incurred in connection with the exercise of any right or remedy hereunder;

SECOND, to the payment to RUS in full of the Obligations; such payment to be for an amount certified in a RUS Notice delivered to the Collateral Agent as being the amount due and owing to RUS under the Obligations; and

THIRD, to the Borrower, its successors or assigns, or as a court of competent jurisdiction may otherwise direct.

Upon any sale of the Pledged Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Pledged Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 5.04. Securities Act. In view of the position of the Borrower in relation to the Pledged Collateral, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the “Federal Securities Laws”) with respect to any disposition of the Pledged Collateral permitted hereunder. The Borrower understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Collateral Agent if

the Collateral Agent were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Collateral Agent in any attempt to dispose of all or part of the Pledged Collateral under applicable Blue Sky or other state securities laws or similar laws analogous in purpose or effect. The Borrower recognizes that in light of such restrictions and limitations the Collateral Agent may, with respect to any sale of the Pledged Collateral, limit the purchasers to those who will agree, among other things, to acquire such Pledged Collateral for their own account, for investment, and not with a view to the distribution or resale thereof. The Borrower acknowledges and agrees that in light of such restrictions and limitations, the Collateral Agent, in its sole and absolute discretion (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have been filed under the Federal Securities Laws and (b) may approach and negotiate with a single potential purchaser to effect such sale. The Borrower acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Collateral Agent shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Collateral Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a single purchaser were approached. The provisions of this Section 5.04 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Collateral Agent sells.

ARTICLE VI

The Collateral Agent

SECTION 6.01. Certain Duties and Responsibilities.

(a) At all times under this Pledge Agreement:

(i) the Collateral Agent undertakes to perform such duties and only such duties as are specifically set forth in this Pledge Agreement, and no implied covenants or obligations shall be read into this Pledge Agreement against the Collateral Agent; and

(ii) in the absence of bad faith on its part, the Collateral Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Collateral Agent and substantially conforming to the requirements of this Pledge Agreement; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Collateral Agent the Collateral Agent shall be under a duty to examine the same to determine whether or not they substantially conform to the requirements of this Pledge Agreement.

(b) No provision of this Pledge Agreement shall be construed to relieve the Collateral Agent from liability for its own grossly negligent action, its own grossly negligent failure to act, or its own willful misconduct, except that:

(i) this Subsection shall not be construed to limit the effect of Subsection (a) of this Section;

(ii) the Collateral Agent shall not be liable for any error of judgment made in good faith, unless it shall be proved that the Collateral Agent was grossly negligent in ascertaining the pertinent facts; and

(iii) no provision of this Pledge Agreement shall require the Collateral Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(c) Whether or not therein expressly so provided, every provision of this Pledge Agreement relating to the conduct or affecting the liability of or affording protection to the Collateral Agent shall be subject to the provisions of this Section.

SECTION 6.02. Certain Rights of Collateral Agent. Except as otherwise provided in Section 6.01:

(a) the Collateral Agent may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) any request or direction of the Borrower mentioned herein shall be sufficiently evidenced by a Borrower Notice or Borrower Order;

(c) any request or direction of RUS mentioned herein shall be sufficiently evidenced by an RUS Notice or RUS Order;

(d) whenever in the administration of this Pledge Agreement the Collateral Agent shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Collateral Agent (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officers' Certificate in the case of the Borrower, and a certificate signed by the Secretary in the case of RUS;

(e) the Collateral Agent may consult with counsel and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(f) the Collateral Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Pledge Agreement at the request or direction of either the

Borrower or RUS pursuant to this Pledge Agreement, unless such party shall have offered to the Collateral Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(g) the Collateral Agent shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or document, or to recompute, verify, reclassify or recalculate any information contained therein, but the Collateral Agent, in its sole and absolute discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Collateral Agent shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Borrower, personally or by agent or attorney;

(h) the Collateral Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Collateral Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder;

(i) unless explicitly stated herein to the contrary, the Collateral Agent shall have no duty to inquire as to the performance of any Borrower's covenants herein. In addition, the Collateral Agent shall not be deemed to have knowledge of an Event of Default, unless the Collateral Agent has received an RUS Notice in accordance with Section 5.01(a), and shall not be deemed to have knowledge of the cessation of the same until such time as it receives a Borrower Notice in accordance with Section 5.01(b); and

(j) unless explicitly stated herein to the contrary, the Collateral Agent shall have no obligation to take any action with respect to any Event of Default until it has received an RUS Notice in accordance with Section 5.01(a), and the Collateral Agent shall have no liability for any action or inaction taken, suffered or omitted in respect of any such event by it prior to such time as the applicable RUS Notice is delivered. Similarly, the Collateral Agent shall have no obligation to take any action with respect to the cessation of an Event of Default until it has received a Borrower Notice applicable to such event in accordance with Section 5.01(b), and the Collateral Agent shall have no liability for any action or inaction taken, suffered or omitted in respect of any such event by it prior to such time as the applicable Borrower Notice is delivered.

SECTION 6.03. Money Held by Collateral Agent. Money held by the Collateral Agent hereunder need not be segregated from other funds except to the extent required by law. The Collateral Agent shall have no liability to pay interest on or (except as expressly provided herein) invest any such moneys.

SECTION 6.04. Compensation and Reimbursement.

(a) The Borrower agrees:

(i) to pay to the Collateral Agent from time to time reasonable compensation for all services rendered by it hereunder;

(ii) except as otherwise expressly provided herein, to reimburse the Collateral Agent upon its request for all reasonable expenses, out-of-pocket costs, disbursements and advances incurred or made by the Collateral Agent in accordance with any provision of this Pledge Agreement (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except to the extent any such expense, disbursement or advance may be attributable to its gross negligence or bad faith; and

(iii) to indemnify the Collateral Agent for, and to defend and hold it harmless against, any loss, liability or expense incurred without gross negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of this Pledge Agreement or the performance of its duties hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder, except to the extent such loss, liability or expense may be attributable to its gross negligence or bad faith; provided, however, that the Borrower shall have no liability under this clause for any settlement of any litigation or other dispute effected without the prior written consent of the Borrower (such consent not to be unreasonably withheld).

(b) Any such amounts payable as provided hereunder shall be additional Obligations secured by the Lien hereof. The provisions of this Section 6.04 shall remain operative and in full force and effect regardless of the termination of this Pledge Agreement or the Consolidated Bond Guarantee Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Pledge Agreement or the Consolidated Bond Guarantee Agreement, or any investigation made by or on behalf of the Collateral Agent or RUS. All amounts due under this Section 6.04 shall be payable on written demand therefor.

SECTION 6.05. Corporate Collateral Agent Required; Eligibility. There shall at all times be a Collateral Agent hereunder which shall be a corporation or association organized and doing business under the laws of the United States of America or of any State, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$50,000,000, subject to supervision or examination by Federal or State authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. Neither the Borrower nor any Person directly or indirectly controlling, controlled by or under common control with the Borrower shall serve as Collateral Agent hereunder. If at any time the Collateral Agent shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereinafter specified in this Article.

SECTION 6.06. Resignation and Removal; Appointment of Successor.

(a) No resignation or removal of the Collateral Agent and no appointment of a successor Collateral Agent pursuant to this Article shall become effective until the acceptance of appointment by the successor Collateral Agent under Section 6.07.

(b) The Collateral Agent may resign at any time by giving written notice thereof to the Borrower. If an instrument of acceptance by a successor Collateral Agent shall not have been delivered to the Collateral Agent within 30 days after the giving of such notice of resignation, the resigning Collateral Agent may petition any court of competent jurisdiction for the appointment of a successor Collateral Agent.

(c) If at any time:

(i) except if an Event of Default has occurred and is continuing, the Borrower, in its sole and absolute discretion, elects to remove the Collateral Agent; or

(ii) the Collateral Agent shall cease to be eligible under Section 6.05 or shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Collateral Agent or of its property shall be appointed or any public officer shall take charge or control of the Collateral Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, the Borrower may remove the Collateral Agent by delivery of a Borrower Order to that effect.

(d) If the Collateral Agent shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Collateral Agent for any cause, the Borrower shall promptly appoint a successor Collateral Agent by delivering a Borrower Notice to the retiring Collateral Agent, the successor Collateral Agent and RUS to such effect.

SECTION 6.07. Acceptance of Appointment by Successor. Every successor Collateral Agent appointed hereunder shall execute, acknowledge and deliver to the Borrower, RUS and to the retiring Collateral Agent an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Collateral Agent shall become effective and such successor Collateral Agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Collateral Agent; but, on request of the Borrower, RUS or the successor Collateral Agent, such retiring Collateral Agent shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Collateral Agent all the rights, powers and trusts of the retiring Collateral Agent, and shall duly assign, transfer and deliver to such successor Collateral Agent all property and money held by such retiring Collateral Agent hereunder, subject nevertheless to its Lien, if any, provided for in Section 6.04. Upon request of any such successor Collateral Agent, the Borrower shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Collateral Agent all such rights, powers and trusts.

No successor Collateral Agent shall accept its appointment unless at the time of such acceptance such successor Collateral Agent shall be eligible under Section 6.05 hereof.

SECTION 6.08. Merger, Conversion, Consolidation or Succession to Business. Any corporation into which the Collateral Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Collateral Agent shall be a party, or any corporation succeeding to all or substantially all of

the corporate trust business of the Collateral Agent, shall be the successor of the Collateral Agent hereunder, provided such corporation shall be eligible under Section 6.05 hereof without the execution or filing of any paper or any further act on the part of any of the parties hereto.

ARTICLE VII

Miscellaneous

SECTION 7.01. Notices.

(a) All notices and other communications hereunder to be made to any party shall be in writing and shall be addressed as specified in Schedule II attached hereto as appropriate. The address, telephone number, or facsimile number for any party may be changed at any time and from time to time upon written notice given by such changing party to the other parties hereto. A properly addressed notice or other communication to the Borrower shall be deemed to have been delivered at the time it is sent by facsimile (fax) transmission. A properly addressed notice or other communication to the Collateral Agent shall be deemed to have been delivered at the time it is sent by facsimile (fax) transmission. A properly addressed notice or other communication to RUS shall be deemed to have been delivered at the time it is sent by facsimile (fax) transmission, provided that the original of such faxed notice or other communication shall have been received by RUS within five Business Days.

(b) All Borrower Notices and Borrower Orders delivered to the Collateral Agent shall be contemporaneously copied to RUS by the Borrower, and all RUS Notices and RUS Orders delivered to the Collateral Agent shall be contemporaneously copied by RUS to the Borrower, and all Collateral Agent notices delivered to either the Borrower or RUS shall be contemporaneously copied to the other such party by the Collateral Agent.

SECTION 7.02. Waivers; Amendment.

(a) No failure or delay by a party in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of each party hereunder are cumulative and are not exclusive of any rights or remedies that such party would otherwise have. No waiver of any provision of this Pledge Agreement or consent to any departure by any party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 7.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any party in any case shall entitle any party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Pledge Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower, the Collateral Agent and RUS.

SECTION 7.03. Successors and Assigns. Whenever in this Pledge Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and

assigns of such party; and all covenants, promises and agreements by or on behalf of the Borrower, the Collateral Agent or RUS that are contained in this Pledge Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.04. Counterparts; Effectiveness. This Pledge Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Pledge Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Pledge Agreement.

SECTION 7.05. Severability. Any provision of this Pledge Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.06. GOVERNING LAW. THIS PLEDGE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES OF AMERICA, TO THE EXTENT APPLICABLE, AND OTHERWISE THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.07. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS PLEDGE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS PLEDGE AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.07.

SECTION 7.08. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Pledge Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Pledge Agreement.

SECTION 7.09. Security Interest Absolute. All rights of the Collateral Agent and/or RUS hereunder, the grant of a security interest in the Pledged Collateral and all obligations of the Borrower hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Consolidated Bond Guarantee Agreement, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b)

any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Consolidated Bond Guarantee Agreement or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower in respect of the Obligations or this Pledge Agreement.

SECTION 7.10. Termination or Release.

(a) This Pledge Agreement shall terminate on the date when the Collateral Agent receives an RUS Notice to the effect that all of the Obligations have been indefeasibly paid in full and the Federal Financing Bank has no further commitment to lend under the Bonds, and at such time the Lien hereof shall be released.

(b) Upon any withdrawal, substitution or other disposal by the Borrower of any Pledged Collateral that is permitted by the terms of this Pledge Agreement, or upon the effectiveness of any written consent to the release of the security interest granted hereby in any Pledged Collateral, the Lien hereof securing such Pledged Collateral shall be automatically released.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) the Collateral Agent shall deliver to the Borrower the Pledged Collateral and shall execute and deliver to the Borrower, at the Borrower's expense, all documents that the Borrower shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 7.10 shall be without recourse to or warranty by the Collateral Agent.

SECTION 7.11. Collateral Agent Appointed Attorney-in-Fact. The Borrower hereby appoints the Collateral Agent the attorney-in-fact of the Borrower for the purpose of, upon the occurrence and during the continuance of an Event of Default, carrying out the provisions of this Pledge Agreement with respect to the Pledged Collateral and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest but is subject nevertheless to the terms and conditions of this Pledge Agreement. Without limiting the generality of the foregoing, the Collateral Agent shall have the right, upon the occurrence and during the continuance of an Event of Default, with full power of substitution either in the Collateral Agent's name or in the name of the Borrower (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Pledged Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Pledged Collateral; (c) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Pledged Collateral or to enforce any rights in respect of any Pledged Collateral; (d) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Pledged Collateral; (e) to notify, or to require the Borrower to notify, obligors under

Pledged Instruments to make payment directly to the Collateral Agent; and (f) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Pledged Collateral, and to do all other acts and things necessary to carry out the purposes of this Pledge Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Pledged Collateral for all purposes; provided that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Pledged Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and RUS shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to the Borrower for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

Pledge Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Pledge Agreement to be duly executed, all as of the day and year first above written.

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE CORPORATION

by

/s/ J. ANDREW DON

Name: J. Andrew Don

Title: Governor and
Chief Executive Officer

UNITED STATES OF AMERICA, acting
through the Administrator of the
Rural Utilities Service,

by

/s/ ANDY BERKE

Name: Andy Berke

Administrator

U.S. BANK NATIONAL ASSOCIATION

by

/s/ K. WENDY KUMAR

Name: K. Wendy Kumar

Title: Vice President

SCHEDULE I
TO
NINTH AMENDED, RESTATED AND
CONSOLIDATED PLEDGE AGREEMENT

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE CORPORATION

NINTH AMENDED, RESTATED AND CONSOLIDATED PLEDGE AGREEMENT DATED
AS OF DECEMBER 15, 2022

CERTIFICATE OF PLEDGED COLLATERAL FILED WITH
U.S. BANK NATIONAL ASSOCIATION, Collateral Agent

_____, Governor (or Chief Financial Officer) and
_____, Vice-President, respectively, of National Rural Utilities
Cooperative Finance Corporation (the "Borrower"), hereby certify to RUS and the Collateral
Agent under the above-mentioned Eighth Amended, Restated and Consolidated Pledge
Agreement as amended to the date hereof (herein called the "Pledge Agreement") as follows:

1. The Allowable Amount of Pledged Collateral shown in item 9 in the most recent Certificate of Pledged Collateral dated _____ delivered to the Collateral Agent is\$
2. The increase (or decrease) in the Allowable Amount of such Pledged Collateral and the Allowable Amount of any Eligible Instruments substituted for other Pledged Instruments pursuant to Section 3.07 of the Pledge Agreement, remaining on deposit with the Collateral Agent, as shown on Schedule A hereto, is.....\$
3. The Allowable Amount, as at the date of such most recent Certificate of Pledged Collateral, of Pledged Collateral which has, since such date, ceased to be Eligible Instruments (including Pledged Instruments fully paid) is\$
4. The present Allowable Amount of Pledged Collateral certified to the Collateral Agent in the most recent Certificate of Pledged Collateral (item 1 plus (or minus, if decrease) item 2, minus item 3) is.....\$
5. The Allowable Amount of Pledged Collateral certified hereby, including the Pledged Collateral deposited herewith, which were not certified in the most recent Certificate of Pledged Collateral, all as shown on Schedule B hereto, is.....\$

SCHEDULE I
TO
NINTH AMENDED, RESTATED AND
CONSOLIDATED PLEDGE AGREEMENT

6. The cumulative amount excluded from the Allowable Amount of Pledged Collateral on Schedule B based on the Maximum Debtor Principal Amount is \$
7. The Allowable Amount of Pledged Collateral held by the Collateral Agent on the date hereof and included in this Certificate before any withdrawals (item 4 plus (item 5- item 6)) is \$
8. The Allowable Amount of Pledged Collateral the withdrawal of which is hereby requested, if any, as shown on Schedule C hereto (the Pledged Collateral made the basis of such withdrawal being designated on Schedule A and/or Schedule B hereto) is \$
9. The Allowable Amount of Pledged Collateral held by the Collateral Agent on the date hereof and included in this Certificate after any withdrawals (item 7 minus item 8) is \$
10. The aggregate principal amount of the Bonds outstanding at the date hereof is \$
11. The aggregate amount, if any, of the Advance to be made on the basis of this Certificate is..... \$
12. The sum of the amounts in items 10 and 11 is..... \$
13. The aggregate amount by which such Allowable Amount of Pledged Instruments exceeds the aggregate principal amount of the Bonds outstanding (item 9 minus item 12) is \$
14. The Allowable Amount of Pledged Collateral held by the Collateral Agent on the date hereof and included in this Certificate after any withdrawals does not contain any note that is unsecured or that has been classified as non-performing, restructured, criticized, or impaired by the Borrower.

SCHEDULE I
TO
NINTH AMENDED, RESTATED AND
CONSOLIDATED PLEDGE AGREEMENT

All terms which are defined in the Pledge Agreement are used herein as so defined.

Dated:

OF NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE CORPORATION

SCHEDULE I
TO
NINTH AMENDED, RESTATED AND
CONSOLIDATED PLEDGE AGREEMENT

**PLEGDED COLLATERAL HELD BY THE COLLATERAL AGENT
SCHEDULE A TO OFFICERS' CERTIFICATE
DATED**

Pledged Collateral	Name of Issuer	Allowable Amount included in Certificate last Previously filed (Item 1)	Increase (Decrease) in such Allowable Amount (Items 2 and 3)	Current Allowable Amount (Item 4)
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Cash

Permitted Investments
(Here List)

Pledged Instruments
(Here List Instruments)

SCHEDULE I
TO
NINTH AMENDED, RESTATED AND
CONSOLIDATED PLEDGE AGREEMENT

**PLEGGED COLLATERAL BEING SUBMITTED TO THE COLLATERAL AGENT
SCHEDULE B TO OFFICERS' CERTIFICATE
DATED _____**

Pledged Collateral	Name of Issuer	Allowable Amount (Item 5)
Cash		
Permitted Investments (Here List)		
Pledged Instruments (Here List Instruments)		

SCHEDULE I
TO
NINTH AMENDED, RESTATED AND
CONSOLIDATED PLEDGE AGREEMENT

**PLEGGED COLLATERAL BEING DEPOSITED
SCHEDULE C TO OFFICERS' CERTIFICATE
DATED _____**

Pledged Collateral	Name of Issuer	Allowable Amount (Item 8)
Cash		
Permitted Investments (Here List)		
Pledged Instruments (Here List Instruments)		

SCHEDULE II
TO
NINTH AMENDED, RESTATED AND
CONSOLIDATED PLEDGE AGREEMENT

Addresses for Notices

1. The addresses referred to in Section 7.01 hereof, for purposes of delivering communications and notices, are as follows:

If to RUS:

Rural Utilities Service
United States Department of Agriculture
1400 Independence Avenue, SW
Washington, DC 20250
Telephone: 202-720-9540
Attention of: The Administrator
Subject: Section 313A Guarantees for Bonds and Notes Issued for Utility
Infrastructure Purposes

and

Rural Utilities Service
United States Department of Agriculture
1400 Independence Avenue, SW
Stop 1560
Washington, DC 20250
Email: Amy.McWilliams@usda.gov
Telephone: 202-205-8663
Fax: 844-749-0736
Attention of: Amy McWilliams, Program Advisor

If to the Borrower:

National Rural Utilities Cooperative Finance Corporation
20701 Cooperative Way
Dulles, VA 20166
Telephone: 703-467-1628
Fax: 703-467-5178
Attention of: Ling Wang, Senior Vice President and Chief Financial Officer

SCHEDULE II
TO
NINTH AMENDED, RESTATED AND
CONSOLIDATED PLEDGE AGREEMENT

With a copy to:

National Rural Utilities Cooperative Finance Corporation
20701 Cooperative Way
Dulles, VA 20166
Telephone: 703-467-1782
Fax: 703-467-5651
Attention of Nathan Howard, Esq., Senior Vice President and
General Counsel

If to the Collateral Agent:

U.S. Bank National Association
100 Wall Street
Suite 1600
New York, NY 10005-3701
Telephone: 212-951-8561
Fax: 212-509-3384
Attention of: K. Wendy Kumar, Vice President

NINTH AMENDED, RESTATED, AND CONSOLIDATED BOND
GUARANTEE AGREEMENT

dated as of December 15, 2022

between

UNITED STATES OF AMERICA
acting through the
Rural Utilities Service
as Guarantor,

and

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE CORPORATION,
as the Borrower.

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NINTH AMENDED, RESTATED AND CONSOLIDATED BOND GUARANTEE AGREEMENT dated as of December 15, 2022, between the UNITED STATES OF AMERICA (the “Government”), acting through the Rural Utilities Service, a Rural Development agency of the United States Department of Agriculture, and its successors and assigns (“RUS”); and NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, a cooperative association existing under the laws of the District of Columbia (the “Borrower”).

RECITALS

1. The Federal Financing Bank, a body corporate and instrumentality of the Government under the general supervision of the Secretary of the Treasury, and its permitted successors and assigns (“FFB”), has previously made loans to the Borrower in the aggregate principal amount of up to \$8,723,286,000 upon the terms and subject to the conditions set forth in the following Bond Purchase Agreements by and among the Borrower, FFB and RUS, each as in effect as of the date hereof: (a) that certain Series A Bond Purchase Agreement dated as of June 14, 2005, (b) that certain Series B Bond Purchase Agreement dated as of April 28, 2006, (c) that certain Series C Bond Purchase Agreement dated as of September 19, 2008, (d) that certain Series D Bond Purchase Agreement dated as of November 10, 2010, (e) that certain Series E Bond Purchase Agreement dated as of December 1, 2011 (f) that certain Series F Bond Purchase Agreement dated as of December 13, 2012, (g) that certain Series G Bond Purchase Agreement dated as of November 21, 2013, (h) that certain Series H Bond Purchase Agreement dated as of November 18, 2014, (i) that certain Series K Bond Purchase Agreement dated as of March 29, 2016, (j) that certain Series L Bond Purchase Agreement dated as of December 1, 2016, (k) that certain Series M Bond Purchase Agreement dated as of November 9, 2017, (l) that certain Series N Bond Purchase Agreement dated as of November 15, 2018, (m) that certain Series P Bond Purchase Agreement dated as of February 13, 2020, (n) that certain Series R Bond Purchase Agreement dated as of November 19, 2020, and (o) that certain Series S Bond Purchase Agreement dated as of November 4, 2021 (collectively, the “Original Bond Purchase Agreements”), and upon the terms and subject to the conditions set forth in the following Future Advance Bonds, each as in effect as of the date hereof: (a) that certain Series A Future Advance Bond dated as of June 14, 2005, (b) that certain Series B Future Advance Bond dated as of April 28, 2006, (c) that certain Series C Future Advance Bond dated as of September 19, 2008, (d) that certain Series D Future Advance Bond dated as of November 10, 2010, (e) that certain Series E Future Advance Bond dated as of December 1, 2011, (f) that certain Series F Future Advance Bond dated as of December 13, 2012, (g) that certain Series G Future Advance Bond dated as of November 21, 2013, (h) that certain Series H Future Advance Bond dated as of November 18, 2014, (i) that certain Series K Future Advance Bond dated as of March 29, 2016, (j) that certain Series L Future Advance Bond dated as of December 1, 2016, (k) that certain Series M Future Advance Bond dated as of November 9, 2017, (l) that certain Series N Future Advance

Ninth Amended, Restated and Consolidated Bond Guarantee Agreement

Bond dated as of November 15, 2018, (m) that certain Series P Future Advance Bond dated as of February 13, 2020, (n) that certain Series R Future Advance Bond dated as of November 19, 2020, and (o) that certain Series S Future Advance Bond dated as of November 4, 2021 (collectively, the “Original Bonds”).

2. RUS previously determined that the Borrower was eligible to receive guarantees under Section 313A of the Rural Electrification Act of 1936, as amended (the “RE Act”) and the regulations promulgated thereunder (as set forth in Section 1720 of Part 7 of the Code of Federal Regulations (the “Regulations”)) and entered into that certain Eighth Amended, Restated, and Consolidated Bond Guarantee Agreement dated as of November 4, 2021, by and between the Borrower and RUS (the “Prior Bond Guarantee Agreement”).

3. On May 11, 2022, the Borrower applied to RUS (the “Application”), in accordance with the RE Act and the Regulations, for RUS to guarantee a sixteenth loan from FFB to the Borrower, the proceeds of which would be used by the Borrower to fund new Eligible Loans (as defined herein) or to refinance existing debt instruments of the Borrower used to fund Eligible Loans.

4. RUS has determined that the Borrower is eligible for guarantees under Section 313A of the RE Act.

5. FFB is willing to make a loan to the Borrower in the aggregate principal amount of up to \$750,000,000 upon the terms and subject to the conditions set forth in the Series T Bond Purchase Agreement among FFB, the Borrower and the Government dated as of the date hereof, as the same may be amended, supplemented, consolidated or restated from time to time in accordance with the terms thereof (the “Series T Bond Purchase Agreement”; together, with the Original Bond Purchase Agreements, the “Bond Purchase Agreements”), and upon the terms and subject to the conditions set forth in the Series T Future Advance Bond issued by the Borrower to FFB and dated as of the date hereof (the “Series T Bond”; together with the Original Bonds, the “Bonds”).

6. The Borrower and RUS have agreed to (i) amend and restate the Prior Bond Guarantee Agreement, (ii) set forth the terms by which RUS will issue its guarantee of the Series T Bond, and (iii) set forth the terms by which RUS will issue additional guarantees, as contemplated by Section 313A of the RE Act, upon the terms and subject to the conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, RUS and the Borrower agree as follows:

Ninth Amended, Restated and Consolidated Bond Guarantee Agreement

ARTICLE I

DEFINITIONS

SECTION 1.1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

“91-day Treasury-Bill Rate” shall mean, for any date, the rate equal to the weighted average per annum discount rate (expressed as a bond equivalent yield and applied on a daily basis) for direct obligations of the United States with a maturity of thirteen weeks (“91-day Treasury-Bills”) sold at the applicable 91-day Treasury-Bill auction on or most recently prior to such date, as published on the website <http://www.treasurydirect.gov/RI/OFBills> or otherwise as reported by the U.S. Department of the Treasury. In the event that the results of the auctions of 91-day Treasury Bills cease to be published or reported as provided above, or that no 91-day Treasury Bill auction is held in a particular week, then the 91-day Treasury-Bill Rate in effect as a result of the last such publication or report will remain in effect until such time, if any, as the results of auctions of 91-day Treasury-Bills will again be so published or reported or such auction is held, as the case may be.

“Administrator” shall mean the Administrator of RUS.

“Advance” shall have the meaning given to that term in the Bond.

“Agreement” shall mean this Eighth Amended, Restated and Consolidated Bond Guarantee Agreement, as the same may be amended, supplemented, consolidated or restated from time to time.

“Application” shall have the meaning given to that term in the recitals hereto.

“Bond” shall have the meaning given to that term in the recitals hereto.

“Bond Fee” shall mean the fee applicable to each Advance as calculated in accordance with paragraph 9(b) of the Bond.

“Bond Purchase Agreements” shall have the meaning given to that term in the recitals hereto.

“Bond Documents” shall mean the Bonds, the Bond Purchase Agreements, the Guarantees, this Agreement, the Pledge Agreement and the Reimbursement Notes.

“Borrower” shall have the meaning given to that term in the Preamble.

“Borrower Notice” shall have the meaning given to that term in the Pledge Agreement.

Ninth Amended, Restated and Consolidated Bond Guarantee Agreement

“Business Day” shall mean any day other than a Saturday, a Sunday, a legal public holiday under 5 U.S.C. §6103 for the purpose of statutes relating to pay and leave of employees or any other day declared to be a legal holiday for the purpose of statutes relating to pay and leave of employees by Federal statute or Federal Executive Order.

“Certificate of Pledged Collateral” shall have the meaning given to that term in the Pledge Agreement.

“Closing Date” shall mean December 15, 2022.

“Collateral Trust Bonds” shall mean bonds of the Borrower issued pursuant to (i) the Indenture dated as of February 15, 1994, and as amended as of September 16, 1994, between the Borrower and U.S. Bank National Association, as successor trustee, as amended and supplemented from time to time, providing for the issuance in series of certain collateral trust bonds of the Borrower and (ii) the Indenture dated as of October 25, 2007, between the Borrower and U.S. Bank National Association, as trustee, as amended and supplemented from time to time, providing for the issuance in series of certain collateral trust bonds of the Borrower.

“Consolidated Subsidiary” means at any date any Subsidiary and any other entity the accounts of which would be combined or consolidated with those of the Borrower in its combined or consolidated financial statements if such statements were prepared as of such date.

“Eligible Loan” shall mean all or part of any Loan that the Borrower has made for any Utility Infrastructure purposes, or to refinance bonds or notes issued for those purposes, to a borrower that has at any time received, or is eligible to receive, a loan under the RE Act.

“Event of Default” shall have the meaning given to that term in Section 10.1.

“FFB” shall have the meaning given to that term in the recitals hereto.

“Financial Statements”, in respect of a Fiscal Year, shall mean the consolidated financial statements (including footnotes) of the Borrower for that Fiscal Year as audited by independent certified public accountants appointed by the Borrower.

“Fiscal Year” shall mean the fiscal year of the Borrower, as such may be changed from time to time, which at the date hereof commences on June 1 of each calendar year and ends on May 31 of the following calendar year.

“Government” shall have the meaning given to that term in the Preamble.

“Guarantee” shall mean a guarantee executed by the Secretary, in the form attached to a Bond.

Ninth Amended, Restated and Consolidated Bond Guarantee Agreement

“Guarantee Fee” shall have the meaning given to that term in Section 4.1.

“Guaranteed Bond” shall mean a Bond with the executed Guarantee attached thereto.

“Indebtedness” with respect to any Person shall mean without duplication:

(a) all indebtedness which would appear as indebtedness on a balance sheet of such Person prepared in accordance with generally accepted accounting principles (i) for money borrowed, (ii) which is evidenced by securities sold for money or (iii) which constitutes purchase money indebtedness;

(b) all indebtedness of others guaranteed by such Person (not including endorsements for collection or deposit in the ordinary course of business);

(c) all indebtedness secured by any mortgage, lien, pledge, charge or encumbrance upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such indebtedness; and

(d) all indebtedness of such Person created or arising under any conditional sale or other title retention agreement (including any lease in the nature of a title retention agreement) with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession of such property), but only if such property is included as an asset on the balance sheet of such Person,

provided that, in computing the “Indebtedness” of such Person, there shall be excluded any particular indebtedness if, upon or prior to the maturity thereof, there shall have been deposited with the proper depository in trust money (or evidences of such indebtedness) in the amount necessary to pay, redeem or satisfy such indebtedness; and provided further that no provision of this definition shall be construed to include as “Indebtedness” of the Borrower or its Consolidated Subsidiaries any indebtedness by virtue of any agreement by the Borrower or its Consolidated Subsidiaries to advance or supply funds to Members or Consolidated Subsidiary members.

“Investment Grade Rating” shall mean, in respect of any ratable instrument, a rating for that instrument in one of the four highest rating categories (within which there may be subcategories or gradations which are to be ignored for the purposes of this definition) of a Rating Agency. At the date hereof, this would require the following: (i) a BBB- rating or higher from Standard & Poor’s, a division of The McGraw-Hill Companies, Inc.; (ii) a Baa3 rating or higher from Moody’s Investors Service, Inc.; or (iii) a BBB- rating or higher from Fitch, Inc.

“Loan” shall mean a loan that the Borrower has or will have outstanding to any of its Members or associates.

“Member” shall mean any Person who is member or patron of the Borrower, as the case may be.

Ninth Amended, Restated and Consolidated Bond Guarantee Agreement

“Original Bonds” shall have the meaning given to that term in the recitals hereto.

“Original Bond Purchase Agreements” shall have the meaning given to that term in the recitals hereto.

“Person” means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“Pledge Agreement” shall mean the Ninth Amended, Restated and Consolidated Pledge Agreement dated as of December 15, 2022, entered into by the Borrower, RUS and U.S. Bank National Association, an executed copy of which is attached as Annex C hereto, and an executed original of which has previously been delivered to each of the parties thereto, as the same may be amended, supplemented, or restated from time to time in accordance with the terms thereof and hereof.

“Pledged Collateral” shall have the meaning given to that term in the Pledge Agreement.

“Prior Bond Guarantee Agreement” shall have the meaning given to that term in the recitals hereto.

“Program” shall mean the guarantee program for bonds and notes issued for Utility Infrastructure purposes authorized by Section 313A of the RE Act and 7 C.F.R. Part 1720.

“Rating Agency” shall mean (i) Standard & Poor’s, a division of The McGraw-Hill Companies, Inc., Moody’s Investors Service, Inc., or Fitch, Inc.; and (ii) their respective successor rating agencies.

“RE Act” shall have the meaning given to that term in the recitals hereto.

“Regulations” shall have the meaning given to that term in the recitals hereto.

“Reimbursement Note” shall mean a note issued by the Borrower to RUS, in the form of Annex D attached hereto, as the same may be amended, supplemented, or restated from time to time in accordance with the terms thereof and hereof.

“Requested Advance Date” shall have the meaning given to that term in the Bonds.

“RUS” shall have the meaning given to that term in the Preamble.

“SEC” shall mean the United States Securities and Exchange Commission.

“Secretary” shall mean the Secretary of Agriculture acting through the Administrator.

Ninth Amended, Restated and Consolidated Bond Guarantee Agreement

“Senior Secured Credit Rating” means a credit rating of the Borrower by a Rating Agency in the category of “Senior Secured”, as set forth in an annual credit opinion or letter for the Borrower.

“Series T Bond” shall have the meaning given to that term in the recitals hereto.

“Series T Guarantee” shall mean the Guarantee executed by the Secretary and attached to the Series T Bond.

“Series T Bond Purchase Agreement” shall have the meaning given to that term in the recitals hereto.

“Subrogation Claim” shall have the meaning given to that term in Section 9.3(a).

“Subsidiary” of any Person means (i) any corporation more than 50% of whose stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by such Person directly or indirectly through its Subsidiaries; and (ii) any other Person in which such Person directly or indirectly through Subsidiaries has more than a 50% voting and equity interest; provided that no Person shall be deemed a Subsidiary whose only assets are (A) loans guaranteed, in whole or in part, as to principal and interest by the Government through RUS pursuant to a guarantee; and (B) investments incidental thereto.

“Termination Date” shall mean the date upon which this Agreement terminates in accordance with Section 11.9.

“Utility Infrastructure” shall mean any utility infrastructure, including electrification, telephone, or broadband infrastructure.

SECTION 1.2. Principles of Construction. Unless the context shall otherwise indicate, the terms defined in Section 1.1 hereof include the plural as well as the singular and the singular as well as the plural. The words “hereafter”, “herein”, “hereof”, “hereto” and “hereunder”, and words of similar import, refer to this Agreement as a whole. The descriptive headings of the various articles and sections of this Agreement were formulated and inserted for convenience only and shall not be deemed to affect the meaning or construction of the provisions hereof.

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ARTICLE II

THE GUARANTEES

SECTION 2.1. Guarantees of the Original Bonds. Prior to the execution of this Agreement, the Secretary executed Guarantees for each of the Original Bonds pursuant to Section 313A of the RE Act. Such Guarantees are obligations supported by the full faith and credit of the Government and are incontestable except for fraud or misrepresentation of which FFB had actual knowledge at the time it extended the loan represented by the Guaranteed Bonds. The Guarantees remain in full force and effect and are subject to the provisions set forth in this Agreement.

SECTION 2.2. Execution of the Series T Guarantee. Upon presentation to RUS of the Series T Bond, and upon satisfaction of the conditions set forth in Section 3.1 of this Agreement, and subject to Section 2.3, the Secretary shall execute, pursuant to the RE Act, the Series T Guarantee.

SECTION 2.3. Coverage of the Series T Guarantee. The Series T Guarantee shall be an obligation supported by the full faith and credit of the Government and incontestable except for fraud or misrepresentation of which FFB had actual knowledge at the time it extended the loan represented by the Series T Guaranteed Bond.

SECTION 2.4. Payment on the Guarantees. RUS guarantees the full repayment of the principal, interest, late payment charges, Bond Fees and discount or prepayment premiums, if any, when and as due on the Guaranteed Bonds in accordance with the terms of the Guarantees, provided, however, that any payment by RUS under each Guarantee does not relieve the Borrower of any of its obligations or liabilities under or in respect of this Agreement or any of the Bond Documents.

SECTION 2.5. Issuance of Additional Guarantees. RUS may from time to time issue additional guarantees of loans of the Borrower pursuant to the RE Act. Such guarantees shall become subject to this Agreement by the execution of a supplement by RUS and the Borrower substantially in the form attached hereto as Annex A.

ARTICLE III

CONDITIONS PRECEDENT

SECTION 3.1. Conditions Precedent to Issuance of a Guarantee. RUS shall be under no obligation to execute and deliver a Guarantee unless and until the following conditions have been satisfied or waived in writing:

- (a) Bond Documents. RUS shall have received originals of: (i) the Bond to which the Guarantee relates (with an unexecuted Guarantee attached thereto) duly executed on behalf of the Borrower, identical in all respects to the form of Bond attached to the Bond Purchase Agreement except to the extent that

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RUS may have approved changes therein, (ii) a Bond Purchase Agreement duly executed on behalf of the Borrower and FFB, identical in all respects to the form of Bond Purchase Agreement in Annex B attached hereto except to the extent that RUS may have approved changes therein, and (iii) a Reimbursement Note duly executed on behalf of the Borrower, identical in all respects to the form of Reimbursement Note in Annex D attached hereto except to the extent that RUS may have approved changes therein.

(b) Amount of RE Act Loans. The Borrower shall have provided RUS a certification by its Governor and its Chief Financial Officer (or other senior management acceptable to the Secretary) certifying that as of the Closing Date the outstanding principal amount of Loans made for Utility Infrastructure purposes eligible under the RE Act is equal to or greater than the amount of the Borrower's Guaranteed Bonds under the Program, including the Bond.

(c) Opinion of Counsel. Counsel to the Borrower shall have furnished an opinion substantially as to each of the matters listed in Annex E attached hereto.

(d) No material adverse change. The Borrower shall have certified to the Secretary (in the manner specified in paragraph (g) of this Section 3.1), and the Secretary shall be satisfied, that no material adverse change shall have occurred in the financial condition of the Borrower between the date of the Application and the date of execution of the Guarantee.

(e) Investment Grade Rating of Bond. The Borrower shall have provided evidence of an Investment Grade Rating from a Rating Agency for the Bond, without regard to the Guarantee.

(f) Senior Secured Credit Rating. The Borrower shall have provided evidence satisfactory to the Secretary of its Senior Secured Credit Rating. _

(g) Certification of Senior Management. The Borrower shall have provided RUS a certification by its Governor and its Chief Financial Officer (or other senior management acceptable to the Secretary), substantially in the form attached of Annex F attached hereto, of the following: (i) that the Borrower is a lending institution organized as a private, not-for-profit, cooperative association with the appropriate expertise, experience and qualifications to make loans for Utility Infrastructure purposes; (ii) the matter to be certified under paragraph (d) of this Section 3.1; and (iii) acknowledgment of the Borrower's commitment to comply with the reporting requirements specified in Article VI.

(h) UCC Filing. The Borrower shall have provided RUS with evidence that the Borrower has filed the financing statement required pursuant to Section 2.04(i) of the Pledge Agreement.

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SECTION 3.2. Conditions Precedent to each Advance. The following conditions shall be fulfilled to the satisfaction of RUS or waived in writing by RUS prior to the drawdown of each Advance under a Guaranteed Bond:

(a) Existing Loans.

(i) The Borrower shall have certified to the Secretary (in the manner specified in paragraph (d) of this Section 3.2): (A) the total aggregate principal amount of outstanding Eligible Loans as of the Requested Advance Date; (B) the total aggregate principal amount of outstanding Loans as of the Requested Advance Date; and (C) the percentage the amount in subparagraph (A) comprises of the amount in subparagraph (B).

(ii) For Advances made under the Series T Bond, advances made under the Original Bonds, or advances under any new Bonds executed by the Borrower subsequent to the Closing Date, the Borrower shall have certified as to the portion of Eligible Loans that is comprised of (A) refinanced RUS debt; (B) debt of Members for whom both RUS and the Borrower have outstanding loans; and (C) debt of Members for whom both RUS and the Borrower have outstanding concurrent loans pursuant to Section 307 of the RE Act, and that the amount of Eligible Loans in (A), (B) and (C) of this subparagraph exceeds the amount of Bonds outstanding as of the date thereof.

(b) Use of Proceeds. The Borrower shall have certified to the Secretary (in the manner specified in paragraph (d) of this Section 3.2) that the Advance will be applied: (A) to fund new Eligible Loans under the RE Act; and/or (B) to refinance existing debt instruments of the Borrower, in the case of each such debt instrument up to the percentage certified by the Borrower in accordance with Section 3.2(a)(i)(C) hereof.

(c) No material adverse change. The Borrower shall have certified to the Secretary (in the manner specified in paragraph (d) of this Section 3.2), and the Secretary shall be satisfied, that no material adverse change shall have occurred in the financial condition of the Borrower between the Closing Date and the applicable Requested Advance Date.

(d) Certification of Senior Management. The Borrower shall have provided RUS a certification by its Governor and its Chief Financial Officer (or other senior management acceptable to the Secretary), substantially in the form attached as Annex G attached hereto, of the matters to be certified under paragraphs (a), (b) and (c) of this Section 3.2.

(e) Certificate of Pledged Collateral. The Borrower shall have provided RUS a copy of a Certificate of Pledged Collateral in accordance with the terms of the Pledge Agreement.

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ARTICLE IV

GUARANTEE FEE

SECTION 4.1. Guarantee Fee. The Borrower shall pay a guarantee fee (the “Guarantee Fee”), to the RUS for deposit into the Rural Economic Development Subaccount maintained under Section 313(b)(2)(A) of the RE Act.

SECTION 4.2. Amount of Guarantee Fee; Dates of Payment. (a) The Guarantee Fee will be in the amount of 30 basis points (0.30 percent) of the unpaid principal amount of the Bonds, payable as provided in paragraph (b) of this Section 4.2.

(b) The Guarantee Fee will be payable, in advance, on each January 15 and July 15 in the amount of 15 basis points (0.15 percent) of the outstanding principal amount of the Bonds on that date. In addition, on the date of each Advance under a Bond, the Borrower will pay to RUS the Guarantee Fee on the principal amount of such advance in the amount of (i) 30 basis points (0.30 percent) of the principal amount of such advance multiplied by (ii) the ratio of (x) the actual amount of days from the date of such advance until the next January 15 or July 15, whichever comes first, to (y) 365 (except in calendar years including February 29, when the number shall be 366).

(c) Payments of the Guarantee Fee are non-refundable as of the date and in the amount required to be paid hereunder, without regard to any reduction in the principal amount of the Bonds after that date.

ARTICLE V

SERVICING OF THE GUARANTEED BONDS

SECTION 5.1. Servicing. The Secretary, or other agent of the Secretary on his or her behalf, shall have the right to service the Guaranteed Bonds, and periodically inspect the books and accounts of the Borrower to ascertain compliance with the provisions of the RE Act with respect to the guarantees under Section 313A thereof and the Bond Documents. The Secretary, or agent thereof, shall endeavor to give the Borrower at least five Business Days’ notice of any intention to inspect the Borrower’s books and accounts. Such inspection shall be made only during regular office hours of the Borrower or at any time the Borrower and Secretary, or agent thereof, find mutually convenient.

ARTICLE VI

REPORTING REQUIREMENTS

SECTION 6.1. Annual Reporting Requirements. Until the Termination Date, the Borrower shall provide the Secretary with the following items within 90 days of the end of each Fiscal Year, in each case, in form and substance satisfactory to the Secretary:

(a) the Financial Statements for such Fiscal Year;

(b) a Certificate of Pledged Collateral as of the end of such Fiscal Year;

(c) a letter substantially in the form of Annex H attached hereto, by KPMG LLP or by such other reputable, independent certified public accountants engaged by the Borrower, who in the judgment of the Secretary have the requisite skills, knowledge, reputation and experience to provide such letter, such letter to be based upon Schedule A to the applicable certificate delivered under paragraph (b) of this Section 6.1;

(d) a receipt from the Collateral Agent (as defined in the Pledge Agreement), or such other evidence as is satisfactory to the Secretary, as to the Pledged Collateral held by the Collateral Agent at the end of such Fiscal Year, such Pledged Collateral to agree with Schedule A to the applicable certificate delivered under paragraph (b) of this Section 6.1;

(e) a projection of the Borrower's balance sheet, income statement and statement of cash flows over the ensuing five years, pro forma assuming the full principal amount of the Bond is advanced;

(f) the most recent credit assessment of the Borrower issued by a Rating Agency;

(g) the most recent Senior Secured Credit Rating issued by a Rating Agency; and

(h) such other information as is reasonably requested by the Secretary.

SECTION 6.2. Quarterly Reporting of Leveraging Data. Within five (5) Business Days of the Borrower's filing with the SEC of its quarterly report on Form 10-Q or its annual report on Form 10-K, the Borrower shall provide the Secretary with the cumulative change in the Borrower's outstanding loans since the filing of the Borrower's last Form 10-Q or Form 10-K, as applicable.

SECTION 6.3. Default Notices. If an action, occurrence or event shall happen that is, or with notice and the passage of time would become, an Event of Default, the Borrower shall deliver a Borrower Notice of such action, occurrence or event to RUS

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before 4:00 p.m. District of Columbia time on the Business Day following the date the Borrower becomes aware of such action, occurrence or event, and, if such Event of Default should occur, shall submit to RUS, as soon as possible thereafter, a report setting forth its views as to the reasons for the Event of Default, the anticipated duration of the Event of Default and what corrective actions the Borrower is taking to cure such Event of Default.

ARTICLE VII

LIMITATIONS ON AMENDMENTS TO THE GUARANTEED BONDS

SECTION 7.1. Limitations on Amendments to the Guaranteed Bonds. No amendment or supplement to, and no modification or rescission of, the Guaranteed Bonds shall be effective unless approved in writing by RUS, nor shall any waiver of any rights of RUS under the Guaranteed Bonds be effective against RUS unless such waiver has been approved in writing by RUS. No amendment or supplement to, and no modification of, any of the other Bond Documents, which materially adversely affects RUS, shall be effective unless approved in writing by RUS, nor shall any waiver of any rights of RUS under any of the Bond Documents be effective against RUS unless such waiver has been approved in writing by RUS.

ARTICLE VIII

REPRESENTATIONS OF THE PARTIES

SECTION 8.1. Representation of RUS. RUS represents that the Guarantees endorsed on the original of the Guaranteed Bonds constitute legal, valid and binding obligations supported by the full faith and credit of the Government, incontestable except for fraud or misrepresentation of which FFB had actual knowledge at the time it extended the loan represented by the Guaranteed Bonds.

SECTION 8.2. Representations of the Borrower. The Borrower hereby represents to RUS that on the date hereof, the Closing Date, and each Requested Advance Date:

(a) the Borrower has been duly organized and is validly existing and in good standing as a cooperative association under the laws of the District of Columbia;

(b) the Borrower has the corporate power and authority to execute and deliver this Agreement and each of the other Bond Documents to which the Borrower is a party, to consummate the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder;

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(c) the Borrower has taken all necessary corporate action to authorize the execution and delivery of this Agreement and each of the other Bond Documents to which the Borrower is a party, the consummation by the Borrower of the transactions contemplated hereby and thereby and the performance by the Borrower of its obligations hereunder and thereunder;

(d) this Agreement and each of the other Bond Documents to which the Borrower is a party have been duly authorized, executed and delivered by the Borrower and constitute the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, subject to: (i) applicable bankruptcy, reorganization, insolvency, moratorium and other laws of general applicability relating to or affecting creditors' rights generally; and (ii) the application of general principles of equity regardless of whether such enforceability is considered in a proceeding in equity or at law;

(e) no approval, consent, authorization, order, waiver, exemption, variance, registration, filing, notification, qualification, license, permit or other action is now, or under existing law in the future will be, required to be obtained, given, made or taken, as the case may be, with, from or by any regulatory body, administrative agency or governmental authority having jurisdiction over the Borrower to authorize the execution and delivery by the Borrower of this Agreement or any of the other Bond Documents to which the Borrower is a party, or the consummation by the Borrower of the transactions contemplated hereby or thereby or the performance by the Borrower of its obligations hereunder or thereunder;

(f) neither the execution or delivery by the Borrower of this Agreement or any of the other Bond Documents to which the Borrower is a party nor the consummation by the Borrower of any of the transactions contemplated hereby or thereby nor the performance by the Borrower of its obligations hereunder or thereunder, including, without limitation, the pledge of the Pledged Instruments (as such term is defined in the Pledge Agreement) to RUS if required, conflicts with or will conflict with, violates or will violate, results in or will result in a breach of, constitutes or will constitute a default under, or results in or will result in the imposition of any lien or encumbrance pursuant to any term or provision of the articles of incorporation or the bylaws of the Borrower or any provision of any existing law or any rule or regulation currently applicable to the Borrower or any judgment, order or decree of any court or any regulatory body, administrative agency or governmental authority having jurisdiction over the Borrower or the terms of any mortgage, indenture, contract or other agreement to which the Borrower is a party or by which the Borrower or any of its properties is bound;

(g) there is no action, suit, proceeding or investigation before or by any court or any regulatory body, administrative agency or governmental authority presently pending or, to the knowledge of the Borrower, threatened with respect to the Borrower, this Agreement or any of the other Bond Documents to which the Borrower is a party challenging the validity or enforceability of this

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Agreement or any of the other Bond Documents to which the Borrower is a party or seeking to restrain, enjoin or otherwise prevent the consummation by the Borrower of the transactions contemplated by this Agreement or any of the other Bond Documents to which the Borrower is a party or which, if adversely determined, would have a material adverse effect on the Borrower's financial condition or its ability to perform its obligations under this Agreement or any of the other Bond Documents to which the Borrower is a party;

(h) the Borrower is a lending institution organized as a member-owned, not-for-profit, cooperative association with the appropriate expertise, experience and qualifications to make loans for Utility Infrastructure purposes;

(i) the total principal amount of the Guaranteed Bonds under the Program does not exceed the total principal amount of outstanding Loans, made for Utility Infrastructure purposes eligible under the RE Act, as of the Closing Date; and

(j) no material adverse change has occurred in the financial condition of the Borrower between the date of the Application and the date this representation is given.

ARTICLE IX

AGREEMENTS OF THE BORROWER

SECTION 9.1. Patronage Refunds. The Borrower shall not make cash patronage refunds in excess of five percent of its total patronage capital, as disclosed in its most recent Financial Statements, during any portion of a Fiscal Year in which the Borrower has a Senior Secured Credit Rating (without regard to the Guarantee or any other third party credit support) that is not equal to at least two of the following ratings: (i) "A-" or higher from Standard & Poor's, a division of The McGraw-Hill Companies, Inc.; (ii) "A3" or higher from Moody's Investors Service, Inc.; (iii) "A-" or higher from Fitch, Inc.; and (iv) an equivalent rating from a successor rating agency to any of those Rating Agencies. While the Borrower is subject to such restriction, equity securities issued as part of a patronage refund shall not be redeemed in cash, and, if the Borrower shall have outstanding any common stock or preferred stock, the Borrower shall not issue any dividends on any such stock.

SECTION 9.2. Security and Collateral. (a) The Pledged Instruments (as such term is defined in the Pledge Agreement) shall be pledged immediately upon the execution of the Pledge Agreement and delivery of the Certificate of Pledged Collateral in accordance with the terms and conditions of the Pledge Agreement to secure the payment obligations of the Borrower under this Agreement and under the Reimbursement Notes.

(b) Until the Termination Date, the Borrower shall cause the Pledged Collateral (as such term is defined in the Pledge Agreement) to be at all times not

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less than 100% of the aggregate principal amount of the Guaranteed Bonds and any other guaranteed bonds issued by the Borrower under the Program and, except as provided for in paragraph (a) of this Section 9.2 or otherwise permitted by the Pledge Agreement, shall not create, or permit to exist, any pledge, lien, charge, mortgage, encumbrance, debenture, hypothecation or other similar security instrument that secures, or in any way attaches to, such Pledged Collateral without the prior written consent of RUS.

SECTION 9.3. Subrogation. (a) The Borrower agrees that RUS shall be subrogated to the rights of FFB to the extent of any and all payments made by RUS under each Guarantee (herein called the “Subrogation Claim”). The Borrower agrees to pay directly to RUS all amounts due on the Guaranteed Bonds as to which RUS is so subrogated, together with interest thereon (to the extent permitted by applicable law) at a rate determined by the following paragraph, and such payments shall satisfy the obligations of the Borrower hereunder with respect to such amounts paid by RUS.

(b) The Subrogation Claim of RUS shall bear interest from the date of payment by RUS under the Guarantees until the date such claim is satisfied. Interest shall accrue at an annual rate of the greater of 1.5 times the 91-day Treasury-Bill Rate or 200 basis points (2.00%) above the interest rate on the Guaranteed Bonds.

SECTION 9.4. Use of Proceeds. (a) The Borrower shall only apply the proceeds of the Guaranteed Bonds to finance new Eligible Loans or, subject to paragraph (b), to refinance existing debt instruments of the Borrower.

(b) The Borrower may only apply the proceeds of each Advance to refinance any of the Borrower’s indebtedness up to the percentage certified by the Borrower under Section 3.2(a)(iii) hereof of the amount of such indebtedness being refinanced.

(c) Upon RUS’s request, the Borrower shall provide RUS with documentation verifying that the Borrower has used the proceeds of the Guaranteed Bonds in the manner prescribed in Sections 9.4(a) or 9.4(b) hereof.

SECTION 9.5. Compliance with Covenants in Other Agreements. The Borrower and each of its Subsidiaries will observe and perform within any applicable grace period all covenants and agreements (as the same may be from time to time amended or waived) contained in any agreement or instrument relating to any Indebtedness of the Borrower or any of its Subsidiaries, aggregating for the Borrower and its Subsidiaries in excess of \$50,000,000, if the effect of the failure to observe or perform such covenant or agreement is to accelerate, or to permit the holder of such Indebtedness or any other Person to accelerate, the maturity of such Indebtedness.

SECTION 9.6. Ratings. For the term of the Bonds, the Borrower shall request, and do all things reasonably within its power to obtain (including paying all fees incidental thereto), Senior Secured Credit Ratings from at least two Rating Agencies on at least an annual basis. The Borrower agrees to provide the Secretary with all published

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updates on the Borrower's credit ratings, including all published agency reports relating to the Borrower.

SECTION 9.7. Acknowledgement of Borrower. The Borrower acknowledges and agrees that failure by the Borrower to receive any repayment under a Loan, does not affect the Borrower's obligations to make payments under this Agreement or any other Bond Document.

SECTION 9.8. Financial Expert. The Borrower will cause a financial expert (within the meaning of Section 407 of the Sarbanes-Oxley Act of 2002) to serve on the audit committee of its board of directors until the Termination Date; and shall not allow the financial expert position on the audit committee to remain vacant for more than 90 consecutive days.

SECTION 9.9. Compliance with Federal Laws and Regulations. The Borrower shall comply with all applicable Federal laws and regulations.

SECTION 9.10. RUS Site Visits to the Borrower's Headquarters. The Borrower agrees, upon three Business Days' notice, to allow RUS to conduct site visits to the Borrower's corporate headquarters to assess (i) CFC's processes for pledging Pledged Collateral under the Pledge Agreement and (ii) the Borrower's other related financial operations.

SECTION 9.11. Annual Meeting Between CFC and RUS. CFC agrees to meet with RUS on an annual basis, within 30 days of the filing of its Form 10-K with the SEC, to discuss its financial condition for the most recent fiscal year, which will include an analysis of (i) how CFC is preparing for and proposes to meet its long-term debt obligations, and (ii) CFC's interest rate risk management strategy, including its positions in derivatives and its risk sensitivity.

SECTION 9.12. Provision of Collateral Trust Bond Indentures. The Borrower agrees to provide RUS with copies of CFC's existing indentures for its Collateral Trust Bonds. In addition, within ten (10) Business Days of the Borrower signing additional indentures for its Collateral Trust Bonds, the Borrower shall provide RUS with copies of those additional indentures and any amendments or supplements thereto.

SECTION 9.13. Notification of Restructured, Non-Performing, or Impaired Electric or Telecommunications Loans. Within ten (10) Business Days of the filing of Borrower's quarterly report on Form 10-Q or annual report on Form 10-K with the SEC, the Borrower shall provide RUS with a list of the restructured, non-performing, or impaired electric or telecommunications loans disclosed in such Form 10-Q or Form 10-K, as applicable. RUS agrees that the information provided pursuant to this section shall be used solely for the purpose of evaluating the Pledged Collateral and shall not be shared or distributed.

ARTICLE X

EVENTS OF DEFAULT

SECTION 10.1. Events of Default. Each of the following actions, occurrences or events shall, but only (except in the case of subsections (a), (c) and (e) below) if the Borrower does not cure such action, occurrence or event within 30 days of notice from RUS requesting that it be cured, constitute an “Event of Default” under the terms of this Agreement:

(a) A failure by the Borrower to make a payment of principal, interest or a Bond Fee when due on a Guaranteed Bond;

(b) The issuance of a Guaranteed Bond in violation of the terms and conditions of this Agreement or any of the other Bond Documents;

(c) A failure by the Borrower to make payment of the Guarantee Fee required by Article IV when due;

(d) A misrepresentation by the Borrower to the Secretary in any material respect in connection with this Agreement, the Guaranteed Bonds or the information reported pursuant to Article VI;

(e) A failure by the Borrower to comply with the covenant contained in Section 9.5 hereof; or

(f) A failure by the Borrower to comply with any other material covenant or provision contained in this Agreement or any of the other Bond Documents, except that the failure of the Borrower to comply with Section 9.8 hereof shall not constitute such an Event of Default.

SECTION 10.2. Compulsory Redemption. If an Event of Default occurs, the Secretary may demand that the Borrower redeem the Guaranteed Bonds in accordance with its terms.

SECTION 10.3. Acceleration by RUS’s Purchase of the Bonds. If an Event of Default occurs, and RUS purchases from FFB each Bond in its entirety in the manner provided in Section 13.5 of each Bond Purchase Agreement, then the entire purchase price shall be included in the Principal Amount of the Reimbursement Notes as defined therein and shall be immediately due and payable to RUS. Payment to RUS of all amounts due under the Reimbursement Notes after such an acceleration shall satisfy in full all obligations of the Borrower under the Bonds and Reimbursement Notes and all corresponding obligations under the other Bond Documents, including any obligations to reimburse RUS for any payments thereafter made by RUS under the RUS Guarantees.

SECTION 10.4. Effect of Payments by RUS Pursuant to the RUS Guarantees. No payment by RUS pursuant to the RUS Guarantees shall (i) be considered a payment for purposes of determining the existence of a failure of the Borrower to

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perform its obligations to RUS under the Bond Documents, or (ii) relieve the Borrower of its obligations to reimburse RUS for payments made by RUS pursuant to the RUS Guarantees. Payment by the Borrower to RUS of amounts due under the Reimbursement Notes shall satisfy *pro tanto* the corresponding obligations of the Borrower under the Bonds.

SECTION 10.5. Remedies Not Exclusive. Upon the occurrence of an Event of Default, the Secretary shall be entitled to take such other action as is provided for by law, in this Agreement, or in any of the other Bond Documents, including injunctive or other equitable relief.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES OF AMERICA, TO THE EXTENT APPLICABLE, AND OTHERWISE THE LAWS OF THE DISTRICT OF COLUMBIA.

SECTION 11.2. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.2.

SECTION 11.3. Method of Payment. All payments to be made by the Borrower to RUS hereunder, shall be made in the manner notified to the Borrower by RUS from time to time in accordance with Section 11.4.

SECTION 11.4. Notices. All notices and other communications hereunder to be made to any party shall be in writing and shall be addressed as specified in Schedule I attached hereto as appropriate. The address, telephone number, or facsimile number for any party may be changed at any time and from time to time upon written notice given by such changing party to the other parties hereto. A properly addressed notice or other communication to the Borrower shall be deemed to have been delivered at the time it is sent by facsimile (fax) transmission. A properly addressed notice or other communication to RUS shall be deemed to have been delivered at the

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time it is sent by facsimile (fax) transmission, provided that the original of such faxed notice or other communication shall have been received by RUS within five Business Days.

SECTION 11.5. Benefit of Agreement. This Agreement shall become effective when it shall have been executed by RUS and the Borrower, and thereafter shall be binding upon and inure to the respective benefit of the parties and their permitted successors and assigns.

SECTION 11.6. Entire Agreement. This Agreement, including Schedule I hereto and Annexes A to H hereto, and the other Bond Documents, constitutes the entire agreement between the parties hereto concerning the matters contained herein and supersedes all prior oral and written agreements and understandings between the parties.

SECTION 11.7. Amendments and Waivers. (a) No failure or delay of RUS or the Borrower in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. No waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be authorized as provided in paragraph (b) of this Section 11.7, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.

(b) No provision of this Agreement may be amended or modified except pursuant to an agreement in writing entered into by RUS and the Borrower. No provision of this Agreement may be waived except in writing by the party or parties receiving the benefit of and under such provision.

SECTION 11.8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

SECTION 11.9. Termination of Agreement. This Agreement shall terminate upon the indefeasible payment in full of all amounts payable hereunder, under the Reimbursement Notes and under the Guaranteed Bonds.

SECTION 11.10. Survival. The representations and warranties of each of the parties hereto contained in this Agreement and contained in each of the other Bond Documents to which such party hereto is a party thereto, and the parties' obligations under any and all thereof, shall survive and shall continue in effect following the execution and delivery of this Agreement, any disposition of the Guaranteed Bonds and the expiration or other termination of any of the other Bond Documents, but, in the case of each Bond Document, shall not survive the expiration or the earlier termination of such Bond Document, except to the extent expressly set forth in such Bond Document.

Ninth Amended, Restated and Consolidated Bond Guarantee Agreement

SECTION 11.11. Severability. If any term or provision of this Agreement or any Bond Document or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or such provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any remaining terms or provisions of such Bond Document or the application of such term or provision to circumstances other than those as to which it is held invalid or unenforceable.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by an authorized officer as of the day and year first above written.

UNITED STATES OF AMERICA, acting
through the Administrator of the Rural
Utilities Service

By: /s/ ANDY BERKE
Name: Andy Berke
Administrator

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE
CORPORATION, as the Borrower

By: /s/ J. ADREW DON
Name: J. Andrew Don
Title: Governor and
Chief Executive Officer

SCHEDULE I
TO
NINTH AMENDED, RESTATED AND CONSOLIDATED BOND GUARANTEE
AGREEMENT

Addresses for Notices

1. The addresses referred to in Section 11.4 hereof, for purposes of delivering communications and notices, are as follows:

If to RUS:

Rural Utilities Service
United States Department of Agriculture
1400 Independence Avenue, SW
Washington, DC 20250
Telephone: 202-720-9540
Attention of: The Administrator
Subject: Section 313A Guarantees for Bonds and Notes Issued for
Utility Infrastructure Purposes

and

Rural Utilities Service
United States Department of Agriculture
1400 Independence Avenue, SW
Stop 1560
Washington, DC 20250
Email: Amy.McWilliams@usda.gov
Telephone: 202-205-8663
Fax: 844-749-0736
Attention of: Amy McWilliams, Program Advisor

If to the Borrower:

National Rural Utilities Cooperative Finance Corporation
20701 Cooperative Way
Dulles, VA 20166
Telephone: 703-467-1628
Fax: 703-467-5178
Attention of: Ling Wang, Senior Vice President and Chief
Financial Officer

With a copy to:

National Rural Utilities Cooperative Finance Corporation
20701 Cooperative Way

Ninth Amended, Restated and Consolidated Bond Guarantee Agreement

Dulles, VA 20166
Telephone: 703-467-1782
Fax: 703-467-5651
Attention of: Nathan Howard, Esq., Senior Vice President and
General Counsel

ANNEX A

Form of Supplement to Ninth Amended, Restated and Consolidated Bond Guarantee Agreement

Ninth Amended, Restated and Consolidated Bond Guarantee Agreement

SUPPLEMENT TO NINTH AMENDED, RESTATED AND CONSOLIDATED BOND GUARANTEE AGREEMENT dated as of [_____] (the “Supplement”) by and between the UNITED STATES OF AMERICA (the “Government”), acting through the Rural Utilities Service, a Rural Development agency of the United States Department of Agriculture, and its successors and assigns (“RUS”); and NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, a cooperative association existing under the laws of the District of Columbia (the “Borrower”).

RECITALS

1, The Borrower and RUS are parties to that certain Ninth Amended, Restated and Consolidated Bond Guarantee Agreement, dated as of December 15, 2022, pursuant to which RUS has agreed to issue guarantees of certain Bonds, as contemplated by Section 313A of the RE Act, upon the terms and subject to the conditions provided therein (the “Original Agreement”). Capitalized terms that are not defined herein shall have the meanings assigned to them in the Original Agreement.

2. On [date of Application], the Borrower applied to RUS, in accordance with Section 313A of the Act and the Regulations, for RUS to guarantee a [Application number] loan from FFB to the Borrower, the proceeds of which would be used by the Borrower to fund new Eligible Loans or to refinance existing debt instruments of the Borrower used to fund Eligible Loans.

3, FFB is willing to make a loan to the Borrower in the aggregate principal amount of up to \$[_____] upon the terms and subject to the conditions set forth in that certain Series [___] Bond Purchase Agreement, dated as of [_____] by and among FFB, the Borrower and RUS, as the same may be amended, supplemented, consolidated or restated from time to time in accordance with the terms thereof (the “Series [___] Bond Purchase Agreement”), and upon the terms and subject to the conditions set forth in the Series [___] Future Advance Bond issued by the Borrower to FFB and dated as of the date hereof (the “Series [___] Bond”).

4. RUS has determined that the Borrower is eligible for guarantees under Section 313A of the RE Act and is willing to issue its guarantee of the Series [___] Bond (the “Section [___] Guarantee”) upon the terms and subject to the conditions set forth in the Original Agreement.

NOW, THEREORE, in consideration of the mutual agreements herein contained, RUS and the Borrower agree as follows:

SECTION 1. Recitals. The foregoing recitals are incorporated into the Original Agreement by reference.

SECTION 2. Definitions.

A. The following definitions will be added to Section 1.1 of the Original Agreement:

Ninth Amended, Restated and Consolidated Bond Guarantee Agreement

“Series [] Bond” shall have the meaning given to that term in the recitals hereto.

“Series [] Bond Purchase Agreement” shall have the meaning given to that term in the recitals hereto.

“Series [] Guarantee” shall have the meaning given to that term in the recitals hereto.

B. The following definitions shall be amended as indicated below:

“Bonds” shall mean the Original Bonds and the Series [] Bond dated as of [].

“Bond Purchase Agreement” shall mean the Original Bond Purchase Agreements, the Series T Bond Purchase Agreement, and the Series [] Bond Purchase Agreement dated as of [].

SECTION 3. Conditions Precedent to the Issuance of the Series [] Guarantee. The obligation of RUS to enter into this Supplement and to issue the guarantee of the Series [] Bond pursuant to the terms hereof is subject to the satisfaction of the conditions precedent listed in Section 3.1 of the Original Agreement unless and until such conditions have been satisfied or waived in writing.

SECTION 4. Prior Representation of RUS. The representation made by RUS in Section 8.1 of the Original Agreement is true and correct as of the date hereof.

SECTION 5. Prior Representations of the Borrower. All representations made by the Borrower in Section 8.2 of the Original Agreement are true and correct as of the date hereof.

SECTION 6. Incorporation; Inconsistency with Original Agreement. Except as otherwise amended or modified herein, the terms, conditions and provisions of the Original Agreement are incorporated herein by reference as if set forth in full herein and remain in full force and effect. In the event of any conflict or inconsistency between the terms of this Supplement and the Original Agreement, the terms of this Supplement shall control. Nothing in this Supplement shall, however, eliminate or modify any special condition, special affirmative covenant or special negative covenant, if any, specified in the Original Agreement.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES OF AMERICA, TO THE EXTENT APPLICABLE, AND OTHERWISE THE LAWS OF THE DISTRICT OF COLUMBIA.

Ninth Amended, Restated and Consolidated Bond Guarantee Agreement

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by an authorized officer as of the day and year first above written.

UNITED STATES OF AMERICA, acting
through the Administrator of the Rural
Utilities Service

By: _____
Title: Administrator
Rural Utilities Service

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE
CORPORATION, as the Borrower

By: _____

Name: _____

Title: _____

ANNEX B

Form of Bond Purchase Agreement

Ninth Amended, Restated and Consolidated Bond Guarantee Agreement

ANNEX C

Pledge Agreement

Dated as of December 15, 2022

ANNEX D

Form of Reimbursement Note

ANNEX E

Opinion of Counsel to the Borrower

(1) The Borrower has been duly incorporated and is validly existing as a not-for-profit cooperative association in good standing under the laws of the District of Columbia with corporate power and authority to execute and perform its obligations under the Bond Documents.

(2) The Bond Documents have been duly authorized, executed and delivered by the Borrower, and such documents constitute the legal, valid and binding agreements of the Borrower, enforceable against the Borrower in accordance with their respective terms subject to (a) applicable bankruptcy, reorganization, insolvency, moratorium and other laws of general applicability relating to or affecting creditors' rights generally, and (b) the application of general principles of equity regardless of whether such enforceability is considered in a proceeding in equity or at law.

(3) Neither the execution nor the delivery by the Borrower of any of the Bond Documents nor the consummation by the Borrower of any of the transactions contemplated therein, including, without limitation, the pledge of the Pledged Instruments (as such term is defined in the Pledge Agreement) to RUS if required, nor the fulfillment by the Borrower of the terms of any of the Bond Documents will conflict with or violate, result in a breach of or constitute a default under any term or provision of the Articles of Incorporation or By-laws of the Borrower or any law or any regulation or any order known to Counsel currently applicable to the Borrower of any court, regulatory body, administrative agency or governmental body having jurisdiction over the Borrower or the terms of any indenture, deed of trust, note, note agreement or instrument to which the Borrower is a party or by which the Borrower or any of its properties is bound.

(4) No approval, authorization, consent, order, registration, filing, qualification, license or permit of or with any state or Federal court or governmental agency or body including, without limitation, RUS, having jurisdiction over the Borrower is required for any consummation by the Borrower of the transactions contemplated by the Bond Documents except such as have been obtained from RUS; provided, however, no opinion is expressed as to the applicability of any Federal or state securities law to any sale, transfer or other disposition of the Guaranteed Bond after the date hereof.

(5) There is no pending or, to the best of Counsel's knowledge, threatened action, suit or proceeding before any court or governmental agency, authority or body or any arbitrator with respect to the Borrower, or any of the Bond Documents, or which, if adversely determined, would have a material adverse effect on the Borrower's financial condition or its ability to perform its obligations under any of the Bond Documents, except as previously disclosed.

ANNEX F

Officers' Closing Certificate

TO: The United States of America acting through the Rural Utilities Service.

We, [], Governor and Chief Executive Officer, and [], Senior Vice President and Chief Financial Officer, of National Rural Utilities Cooperative Finance Corporation (the "Borrower"), pursuant to the Ninth Amended, Restated and Consolidated Bond Guarantee Agreement dated as of December 15, 2022, between the Borrower and the United States of America acting through the Rural Utilities Service (the "Bond Guarantee Agreement"), hereby certify on behalf of the Borrower that as at the date hereof:

(1) the Borrower is a lending institution organized as a member-owned, not-for-profit, cooperative association with the appropriate expertise, experience and qualifications to make loans for Utility Infrastructure purposes;

(2) no material adverse change has occurred in the financial condition of the Borrower between the date of the Application and the date hereof;

(3) we acknowledge the commitment of the Borrower to submit to the Secretary the documents required under Article VI of the Bond Guarantee Agreement in accordance with the terms thereof; and

(4) all of the representations contained in Section 8.2 of the Bond Guarantee Agreement remain true and correct in all respects.

Capitalized terms used in this certificate shall have the meanings given to those terms in the Bond Guarantee Agreement.

DATED as of this 15th day of December 2022.

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE
CORPORATION

Governor and
Chief Executive Officer

Senior Vice President and
Chief Financial Officer

ANNEX G

Officers' Advance Certificate

TO: The United States of America acting through the Rural Utilities Service.

We, [], [Governor and Chief Executive Officer or Senior Vice President and Chief Financial Officer], and [], Senior Vice President, of National Rural Utilities Cooperative Finance Corporation (the "Borrower"), pursuant to the Ninth Amended, Restated and Consolidated Bond Guarantee Agreement dated as of December 15, 2022, between the Borrower and the United States of America acting through Rural Utilities Service (the "Bond Guarantee Agreement"), hereby certify on behalf of the Borrower that:

(1) (i) as at the last day of the most recent month ended more than 10 business days before the date hereof, the total aggregate principal amount of outstanding Eligible Loans is: \$ _____ ;

(ii) as at the last day of the most recent month ended more than 10 business days before the date hereof, the total aggregate principal amount of outstanding Loans is: \$ _____ ;

(iii) the percentage the amount under (i) comprises of the amount under (ii) is: _____ %;

(2) (i) Of the total aggregate principal amount of outstanding Eligible Loans under (1) (i), the amount associated with refinancing RUS Debt is: \$ _____ ;

(ii) Of the total aggregate principal amount of outstanding Eligible Loans under (1) (i), the amount associated with debt of Members for whom both RUS and the Borrower have outstanding loans is: \$ _____ ;

(iii) Of the total aggregate principal amount of outstanding Eligible Loans under (1) (i), the amount associated with debt of Members for whom both RUS and the Borrower have outstanding concurrent loans pursuant to Section 307 of the RE Act is: \$ _____ ; and

(iv) The sum of the amount of Eligible Loans in (2)(i), (2)(ii), and (2)(iii) of \$ _____ exceeds the amount of Bonds outstanding of \$ _____ as of this date.

(3) the Advance will be applied to: (i) fund new Eligible Loans under the RE Act; or (ii) to refinance existing debt instruments of the Borrower, in the case of each such debt instrument up to the percentage set forth in clause (1)(iii) above;

(4) as at the date hereof, no material adverse change has occurred in the financial condition of the Borrower between the Closing Date and the applicable Requested Advance Date; and

(5) as at the date hereof, all of the representations contained in Section 8.2 of the Bond Guarantee Agreement remain true and correct in all respects.

Capitalized terms used in this certificate shall have the meanings given to those terms in the Bond Guarantee Agreement.

DATED as of this ___ day of _____, 20__.

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE
CORPORATION

Governor and
Chief Executive Officer

Senior Vice President and
Chief Financial Officer

ANNEX H

Auditors' Letter

To the Board of Directors of
National Rural Utilities Cooperative Finance Corporation
Dulles, Virginia

We have performed the procedures enumerated below, which were agreed to by National Rural Utilities Cooperative Finance Corporation (the "Company") and the Rural Utilities Service (the "RUS"), solely to assist in evaluating the Company's compliance with Section 6.1(b) of the Ninth Amended, Restated and Consolidated Bond Guarantee Agreement between the Company and the United States of America, acting through the RUS, dated December 15, 2022 (the "Bond Guarantee Agreement"), as of [last day of preceding fiscal year]. The Company's management is responsible for the Company's compliance with those requirements. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures that we performed and our findings are as follows:

1. We obtained the attached schedule of the total aggregate unpaid principal amount of the securities identified by the Company as comprising the Pledged Instruments, as defined in the Bond Guarantee Agreement, as of [last day of preceding fiscal year] from Company management and compared the total aggregate unpaid principal amount shown on such schedule (\$ _____) to the Company's underlying accounting records as of the same date and found them to be in agreement.
2. We obtained the attached schedule of the total aggregate amount of all amounts outstanding under the Guaranteed Bonds, as defined in the Bond Guarantee Agreement, as of [last day of preceding fiscal year] from Company management and compared the amount shown on such schedule (\$ _____) to the Company's underlying accounting records as of the same date and found them to be in agreement.

We were not engaged to, and did not, conduct an examination, the objective of which would be the expression of an opinion on compliance. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Company and the RUS and is not intended to be and should not be used by anyone other than these specified parties.

July , 20__

Yours truly,

KPMG LLP

**National Rural Utilities Cooperative Finance Corporation
Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
(18 U.S.C. Section 1350)**

I, J. Andrew Don, certify that:

1. I have reviewed this report on Form 10-Q of National Rural Utilities Cooperative Finance Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the Audit Committee of the registrant's board of directors:
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: January 13, 2023

By: /s/ J. ANDREW DON

J. Andrew Don

Chief Executive Officer

A signed original of this written statement required by Section 302 has been provided to National Rural Utilities Cooperative Finance Corporation and will be retained by National Rural Utilities Cooperative Finance Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

National Rural Utilities Cooperative Finance Corporation
Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
(18 U.S.C. Section 1350)

I, Yu Ling Wang, certify that:

1. I have reviewed this report on Form 10-Q of National Rural Utilities Cooperative Finance Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the Audit Committee of the registrant's board of directors:
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: January 13, 2023

By: /s/ YU LING WANG

Yu Ling Wang

Senior Vice President and Chief Financial Officer

A signed original of this written statement required by Section 302 has been provided to National Rural Utilities Cooperative Finance Corporation and will be retained by National Rural Utilities Cooperative Finance Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

National Rural Utilities Cooperative Finance Corporation
Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(18 U.S.C. Section 1350)

Pursuant to the requirements of Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Sections 1350(a) and (b)), I, the Chief Executive Officer of National Rural Utilities Cooperative Finance Corporation (“CFC”), hereby certify to the best of my knowledge as follows:

1. CFC’s Quarterly Report on Form 10-Q for the quarter ended November 30, 2022 filed with the Securities and Exchange Commission (the “Report”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of CFC.

Date: January 13, 2023

By: /s/ J. ANDREW DON

J. Andrew Don

Chief Executive Officer

A signed original of this written statement required by Section 906 has been provided to National Rural Utilities Cooperative Finance Corporation and will be retained by National Rural Utilities Cooperative Finance Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

National Rural Utilities Cooperative Finance Corporation
Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(18 U.S.C. Section 1350)

Pursuant to the requirements of Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Sections 1350(a) and (b)), I, the Chief Financial Officer of National Rural Utilities Cooperative Finance Corporation (“CFC”), hereby certify to the best of my knowledge as follows:

1. CFC’s Quarterly Report on Form 10-Q for the quarter ended November 30, 2022 filed with the Securities and Exchange Commission (the “Report”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of CFC.

Date: January 13, 2023

By: /s/ YU LING WANG

Yu Ling Wang

Senior Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to National Rural Utilities Cooperative Finance Corporation and will be retained by National Rural Utilities Cooperative Finance Corporation and furnished to the Securities and Exchange Commission or its staff upon request.