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, 2024

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	**52-0891669**
(State or other jurisdiction of incorporation or organization)	(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:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
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 Section13(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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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, 2024 ("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, 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, 2024 ("2024 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

As of November 30, 2024, our financial statements included the consolidated accounts of National Rural Utilities Cooperative Finance Corporation ("CFC") and National Cooperative Services Corporation ("NCSC"). On December 1, 2023, Rural Telephone Finance Cooperative ("RTFC"), which was consolidated into our financial statements in prior periods, completed the sale of its business to NCSC (hereon referred to as the "RTFC sale transaction") and was subsequently dissolved. See "Note 1—Summary of Significant Accounting Policies" in our 2024 Form 10-K for additional information on the RTFC sale transaction.

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 and associates 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. 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, while also generating sufficient earnings to cover interest owed on our debt obligations and achieve certain financial target goals.

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 two types of members: NCSC electric and NCSC telecommunication. NCSC electric members and associates consist of members of CFC, entities eligible to be members of CFC, government or quasi-government entities that 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. NCSC telecommunication ("telecom") members and associates consist of rural telecommunications members and their affiliates.

Cooperative Securities LLC ("Cooperative Securities") is a limited liability company and a wholly-owned subsidiary of NCSC. Cooperative Securities is a broker-dealer registered with the U.S. Securities and Exchange Commission ("SEC"), and is a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. Cooperative Securities provides institutional debt placement services, which may include advising, arranging and structuring private debt financing transactions, for NCSC's members, and for-profit and not-for-profit entities that are owned, operated or controlled by, or provide a significant benefit to certain rural utility providers.

See "Item 1. Business" in our 2024 Form 10-K for additional information on the business structure, mission, 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 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, 2024 ("fiscal year 2024") included in our 2024 Form 10-K and additional information, including the risk factors discussed under "Item 1A. Risk Factors," contained in our 2024 Form 10-K, as well as additional information contained elsewhere in this Report.

Our fiscal year begins on June 1 and ends on May 31. References to "Q2 FY2025" and "YTD FY2025" refer to three and six months ended November 30, 2024, respectively. References to "Q2 FY2024" and "YTD FY2024" refer to three and six months ended November 30, 2023, respectively.

Non-GAAP Financial Measures

Our reported financial results are determined in conformity with generally accepted accounting principles in the United States ("U.S. GAAP") and are subject to period-to-period volatility 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, therefore we use derivatives, primarily interest rate swaps, 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. The majority of our derivative portfolio consists of pay-fixed swaps with longer maturities, leading to 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, management uses non-GAAP financial measures, which we refer to as "adjusted" measures, to evaluate financial performance. 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"), adjusted debt-to-equity ratio and members' equity. The most comparable U.S. GAAP financial measures are net income, net interest income, interest expense, net interest yield, TIER, debt-to-equity ratio and CFC equity, respectively. The primary adjustments we make to calculate these non-GAAP financial measures consist of (i) adjusting interest expense and net interest income to include the impact of net periodic derivative cash settlements income (expense) amounts; (ii) adjusting net income and total equity to exclude the non-cash impact of the accounting for derivative financial instruments; (iii) adjusting total debt outstanding to exclude members' subordinated certificates and 50% of the subordinated deferrable debt; (iv) adjusting total equity to include members' subordinated certificates and 50% of the subordinated deferrable debt, and exclude cumulative derivative forward value gains and losses and the amounts of accumulated other comprehensive income (loss) ("AOCI"); and (v) adjusting CFC equity to exclude derivative forward value gains and losses and AOCI.

We believe our non-GAAP financial 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 financial measures, as the forward fair value gains and losses related to our interest rate swaps that are excluded from our non-GAAP financial measures do not affect our cash flows, liquidity or ability to service our debt. Our non-GAAP financial measures may not be comparable to similarly titled measures reported by other companies due to differences in the way 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 and Reconciliations."

EXECUTIVE SUMMARY

Reported Results

Net Income (Loss) and TIER

The table below shows our net income (loss) and TIER for the periods presented and the variance between these periods. We provide a more detailed discussion of our reported results under the section "Consolidated Results of Operations."

Table 1: Net Income (Loss) and TIER

(Dollars in thousands)	Q2 FY2025	Q2 FY2024	Change	YTD FY2025	YTD FY2024	Change
Net income (loss)	**$ 144,803**	$ 148,035	$ (3,232)	**$ (19,523)**	$ 376,319	$ (395,842)
TIER[1]	**1.41**	1.46	(0.05)	**0.97**	1.59	(0.62)

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

Q2 FY2025 versus Q2 FY2024

The decrease in net income was primarily driven by:

- An increase in operating and other expenses of approximately $4 million; and
- A decrease in fee and other income of $1 million;

Partially offset by:

- An increase in gains recorded on our derivatives portfolio of $2 million, primarily attributable to more pronounced increases in the medium- and longer-term swap interest rates during Q2 FY2025 compared to increases in the longer-term swap interest rates during Q2 FY2024.

We recorded a provision for credit losses of $1 million for both Q2 FY2025 and Q2 FY2024, primarily attributable to an increase in the collective allowance due to loan portfolio growth for both periods.

The decrease in TIER for Q2 FY2025, compared with Q2 FY2024, was primarily driven by increased interest expense during Q2 FY2025.

YTD FY2025 versus YTD FY2024

The variance between the net loss in YTD FY2025 and the net income in YTD FY2024 was primarily driven by:

- A shift to losses from gains recorded on our derivatives portfolio of $386 million, primarily attributable to decreases in interest rates across the entire swap curve during YTD FY2025. In comparison, the medium- and longer-term swap interest rates increased during YTD FY2024;
- An increase in operating and other expenses of $8 million; and
- A decrease in net interest income of $3 million, attributable to a decrease in the net interest yield of 6 basis points, or 8%, to 0.71%, partially offset by an increase in average interest-earning assets of $1,777 million, or 5%;

Partially offset by:

- An increase in gains recorded on our investment securities of $1 million, primarily due to period-to-period market fluctuations in fair value.

We recorded a provision for credit losses of $2 million for YTD FY2025 primarily attributable to an increase in the collective allowance due to loan portfolio growth. We recorded a provision for credit losses of $1 million for YTD FY2024 primarily attributable to an increase in the collective allowance due to loan portfolio growth and a slight decline in the overall credit quality and risk profile of our loan portfolio.

The decrease in TIER for YTD FY2025, compared with YTD FY2024, was driven by the combined impact of the net loss primarily attributable to our derivative portfolio forward value change and the increased interest expense during YTD FY2025.

Debt-to-Equity Ratio

Beginning in Q2 FY2025, we have refined our methodology for calculating the debt-to-equity ratio to revise from total liabilities divided by total equity to total debt outstanding divided by total equity. This change was driven by a change in our methodology for calculating the adjusted debt-to-equity ratio which is discussed in more detail under the section "Non-GAAP Financial Measures and Reconciliations" in this Report. The debt-to-equity ratio under the revised methodology was 11.44 and 10.86 as of November 30, 2024 and May 31, 2024, respectively. The increase in the debt-to-equity ratio during YTD FY2025 was due to the combined impact of an increase in debt to fund loan growth and a decrease in total equity resulting from our reported net loss of $20 million for YTD FY2025 and the CFC Board of Directors' authorized patronage capital retirement of $47 million in July 2024.

Non-GAAP Adjusted Results

Adjusted Net Income and Adjusted TIER

The table below shows our adjusted net income and adjusted TIER for the periods presented and the variance between these periods. Our financial goals focus on earning an annual minimum adjusted TIER of 1.10. We provide a more detailed discussion of our non-GAAP adjusted results under the section "Consolidated Results of Operations."

Table 2: Adjusted Net Income and Adjusted TIER

(Dollars in thousands)	Q2 FY2025	Q2 FY2024	Change	YTD FY2025	YTD FY2024	Change
Adjusted Net income	**$ 62,171**	$ 69,864	$ (7,693)	**$ 128,231**	$ 136,130	$ (7,899)
Adjusted TIER	**1.19**	1.24	(0.05)	**1.20**	1.23	(0.03)

Q2 FY2025 versus Q2 FY2024

The decrease in adjusted net income was primarily driven by:

- An increase in operating and other expenses of approximately $4 million;
- A decrease in adjusted net interest income of $2 million, driven by a decrease in the adjusted net interest yield of 9 basis points, or 8%, to 1.03%, partially offset by an increase in average interest-earning assets of $1,737 million, or 5%; and
- A decrease in fee and other income of $1 million.

YTD FY2025 versus YTD FY2024

The decrease in adjusted net income was primarily driven by:

- An increase in operating and other expenses of $8 million; and
- A decrease in adjusted net interest income of approximately $1 million, driven by a decrease in the adjusted net interest yield of 7 basis points, or 6%, to 1.04%, partially offset by an increase in average interest-earning assets of $1,777 million, or 5%;

Partially offset by:

- An increase in gains recorded on our investment securities of $1 million.

The decrease in adjusted TIER for Q2 FY2025 and YTD FY2025, compared with Q2 FY2024 and YTD FY2024, was primarily driven by increased adjusted interest expense during Q2 FY2025 and YTD FY2025.

Adjusted Debt-to-Equity Ratio

Beginning in Q2 FY2025, we have refined our methodology for calculating the adjusted debt-to-equity ratio in response to the continued growth in our loan portfolio. Consequently, we have revised our internally established adjusted debt-to-equity threshold from 6-to-1 to 8.5-to-1. The adjusted debt-to-equity ratio under the revised methodology was 7.37 and 7.27 as of November 30, 2024 and May 31, 2024, respectively. The increase in the adjusted debt-to-equity ratio during YTD FY2025 was due to an increase in adjusted total debt outstanding resulting from additional borrowings to fund growth in our loan portfolio, partially offset by an increase in adjusted total equity. The increase in adjusted total equity was primarily due to our adjusted net income of $128 million for YTD FY2025, partially offset by a decrease in equity of $47 million attributable to the CFC Board of Directors' authorized patronage capital retirement in July 2024, as discussed above.

We provide a more detailed discussion of the revised methodology for calculating the adjusted debt-to-equity ratio and a reconciliation of our non-GAAP adjusted measures to the most directly comparable U.S. GAAP measures under the section "Non-GAAP Financial Measures and Reconciliations" in this Report.

Lending and Credit Quality

We segregate our loan portfolio into segments based on the borrower member class, which consists of CFC distribution, CFC power supply, CFC statewide and associate, NCSC electric and NCSC telecom.

Loans to members totaled $35,614 million as of November 30, 2024, an increase of $1,072 million, or 3%, from May 31, 2024, reflecting net increases in long-term and line of credit loans of $559 million and $513 million, respectively. Of the increase in line of credit loans, 43% was attributable to borrowings under emergency line of credit loans by our members primarily for Hurricane Helene recovery costs and the remaining 57% was primarily attributable to funding provided for higher member working capital and capital expenditures requirements. Subsequent to November 30, 2024, our line of credit loans increased by an additional $776 million in December 2024, of which 30% was attributable to emergency lines of credit loans. Our loan portfolio composition remained largely unchanged from May 31, 2024 with 79% of loans outstanding to CFC distribution borrowers, 16% to CFC power supply borrowers, 3% to NCSC electric borrowers, 2% to NCSC telecom borrowers as of November 30, 2024.

The overall credit quality of our loan portfolio remained strong as of November 30, 2024. We had no loan charge-offs during YTD FY2025 and YTD FY2024. We recorded $1 million in net loan recoveries to previously charged-off loan amounts during YTD FY2024, which resulted in an annualized net recovery rate of 0.01% for YTD FY2024.

We had one loan totaling $49 million classified as nonperforming as of both November 30, 2024 and May 31, 2024. In December 2024, we received a $6 million payment on this nonperforming loan which reduced its outstanding balance to $43 million.

Our allowance for credit losses and allowance coverage ratio was $51 million and 0.14%, respectively, as of November 30, 2024, compared with $49 million and 0.14%, respectively, as of May 31, 2024. The $2 million increase in the allowance for credit losses reflected an increase in the collective allowance of $3 million, partially offset by a reduction in the asset-specific allowance of $1 million during YTD FY2025.

Financing and Liquidity

Total debt outstanding increased $976 million, or 3%, to $33,694 million as of November 30, 2024, primarily due to borrowings to fund the increase in loans to members. During YTD FY2025, we issued long-term debt consisting primarily of dealer medium-term notes, collateral trust bonds and notes payable to Farmer Mac totaling $1,850 million, of which $1,250 million was at an average fixed interest rate of 4.64% with an average term of eight years and $600 million was at floating interest rates with an average term of two years. Outstanding dealer commercial paper of $1,308 million as of November 30, 2024 was within our quarter-end target range of $1,000 million to $1,500 million.

In October 2024, we priced $300 million collateral trust bonds at a fixed rate of 5.23% with weighted average term of 13.3 years in a private placement transaction which will settle on January 23, 2025.

On November 1, 2024, we filed a prospectus supplement for a new CFC subordinated deferrable interest notes (“subordinated notes”) program with the SEC, that would allow us to issue subordinated notes under our existing shelf registration. Subsequent to Q2 FY2025, we issued a total of $34 million of 30-year subordinated notes under this new program as of the date of this Report.

During YTD FY2025, Fitch Ratings (“Fitch”) and S&P Global Inc.(“S&P”) affirmed CFC’s credit ratings and stable outlook.

Our available liquidity consists of cash and cash equivalents, investments in debt securities, availability under committed bank revolving line of credit agreements, committed loan facilities under the USDA Guaranteed Underwriter Program (“Guaranteed Underwriter Program”), and a revolving note purchase agreement with the Federal Agricultural Mortgage Corporation (“Farmer Mac”). As of November 30, 2024, our available liquidity totaled $7,006 million and was $787 million below our total scheduled debt obligations over the next 12 months of $7,793 million. In addition to our existing available liquidity, we expect to receive $1,627 million from scheduled long-term loan principal payments over the next 12 months.

We believe we can continue to roll over our member short-term investments of $3,184 million based on our expectation that our members will continue to reinvest their excess cash primarily in short-term investment products offered by CFC. Our members historically have maintained a relatively stable level of short-term investments in CFC. Member short-term investments in CFC have averaged $3,481 million over the last 12 fiscal quarter-end reporting periods. Our available liquidity as of November 30, 2024 was $2,397 million in excess of, or 1.5 times over, our total $4,609 million scheduled debt obligations over the next 12 months, excluding member short-term investments.

On December 5, 2024, we amended our three-year and four-year committed bank revolving line of credit agreements to extend the maturity dates of each facility by one year and increase the total commitments by $500 million resulting in a total commitment amount under the two facilities of $3,300 million, of which $3,298 million was available as of the date of this Report. On December 18, 2024, we closed on a $450 million Series V committed loan facility from the U.S. Treasury Department’s Federal Financing Bank (“FFB”) under the Guaranteed Underwriter Program, resulting in an increase of the total availability under the Guaranteed Underwriter Program from $1,200 million as of November 30, 2024 to $1,650 million as of the date of this Report. As a result, subsequent to Q2 FY2025, our available liquidity increased by $950 million to $7,956 million as of the date of this Report.

Outlook

Macroeconomic Outlook

In December 2024, the Federal Open Market Committee ("FOMC") of the Federal Reserve lowered the target range for federal funds rate by 25 basis points to 4.25% - 4.50%. The FOMC stated that (i) the U.S. economy has continued to expand at a solid pace, (ii) the unemployment, though having increased, remains low, and (iii) inflation, while elevated, has made progress toward the FOMC's 2% objective. The median projected gross domestic product ("GDP") annual growth rate for 2025 is 2.1%, a slight increase from its September 2024 projection of 2.0%. In addition, the Federal Reserve revised its inflation expectations, with the median expected Personal Consumption Expenditures ("PCE") inflation for 2025 now at 2.5% (up from 2.1% in September 2024). The median FOMC projection for U.S. unemployment for 2025 dropped to 4.3% (from 4.4% in September 2024). Though warning that it will be cautious about further cuts, the FOMC remains strongly committed to supporting maximum employment and returning inflation to its 2% objective. The Federal Reserve anticipates inflation being stickier than previously expected, and mostly indicated two rate cuts in 2025, down from four at their September 2024 meeting. FOMC projections show 50 basis points of additional federal funds rate cuts in 2025, bringing the target rate range to 3.75% - 4.00% by December 31, 2025. Consensus market outlook for interest rates indicates declining interest rates across the yield curve in 2025, with shorter-term rates expected to decline faster than longer-term rates. The U.S Treasury curve un-inverted following the September 2024 FOMC meeting, and is expected to further steepen throughout 2025.

Projected Reported Results

Based on our current forecast assumptions, including the yield curve forecast noted above, we project increases in our reported net interest income and net interest yield over the next 12 months compared with the 12-month period ended November 30, 2024. See "Market Risk—Interest Rate Risk Assessment" in this Report for an additional discussion.

Projected Non-GAAP Adjusted Results

Based on our current forecast assumptions, including the yield curve forecast noted above, we project:

- Decreases in our adjusted net interest income and adjusted net interest yield over the next 12 months relative to the 12-month period ended November 30, 2024, primarily due to the current yield curve assumptions and our interest-earning assets repricing faster than our interest-bearing liabilities combined with the impact of lower cost debt maturing in the near term, which will need to be refinanced at a relatively higher interest rate. See "Market Risk—Interest Rate Risk Assessment" in this Report for an additional discussion.
- Decreases in our adjusted net income and adjusted TIER over the next 12 months, primarily attributable to increased operating expenses and a projected decrease in adjusted net interest income.
- Our adjusted debt-to-equity ratio is expected to stay slightly above our current level of 7.37 as of November 30, 2024, primarily due to the projected increase in total debt outstanding to fund anticipated growth in our loan portfolio.

As stated above, we exclude the impact of unrealized derivative forward fair value gains and losses from our non-GAAP financial measures. As the majority of our swaps are long-term with an average remaining life of approximately 14 years as of November 30, 2024, 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. Due to the difficulty in predicting these unrealized amounts, we are unable to provide without unreasonable effort a reconciliation of our forward-looking adjusted financial measures to the most directly comparable GAAP financial measures.

Projected Loan Portfolio

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 $1,680 million over the next 12 months. We also expect that our variable-rate line of credit loans outstanding will increase over the same period.

CONSOLIDATED RESULTS OF OPERATIONS

This section provides a comparative discussion of our consolidated results of operations between Q2 FY2025 and Q2 FY2024, and between YTD FY2025 and YTD FY2024. Following this section, we provide a discussion and analysis of material changes between amounts reported on our consolidated balance sheets as of November 30, 2024 and May 31, 2024. You should read these sections together with our "Executive Summary—Outlook" in this Report 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 3 presents average balances 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 3 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 financial measures to the most comparable U.S. GAAP financial measures under the section "Non-GAAP Financial Measures and Reconciliations" in this Report.

Table 3: Average Balances, Interest Income/Interest Expense and Average Yield/Cost

	Q2 FY2025			Q2 FY2024		
(Dollars in thousands)	Average Balance	Interest Income/ Expense	Average Yield/Cost	Average Balance	Interest Income/ Expense	Average Yield/Cost
Assets:						
Long-term fixed-rate loans(1)	**$30,663,486**	**$ 341,595**	**4.47 %**	$29,073,023	$ 311,085	4.30 %
Long-term variable-rate loans	**890,552**	**14,999**	**6.76**	900,860	16,069	7.17
Line of credit loans	**3,594,857**	**59,918**	**6.69**	3,159,822	55,277	7.04
Other, net(2)	**—**	**(488)**	**—**	—	(421)	—
Total loans	**35,148,895**	**416,024**	**4.75**	33,133,705	382,010	4.64
Cash, time deposits and investment securities	**459,876**	**3,853**	**3.36**	737,768	6,977	3.80
Total interest-earning assets	**$35,608,771**	**$ 419,877**	**4.73 %**	$33,871,473	$ 388,987	4.62 %
Other assets, less allowance for credit losses(3)	**1,048,600**			1,183,985		
Total assets(3)	**$36,657,371**			$35,055,458		
Liabilities:						
Commercial paper	**$ 1,737,639**	**$ 21,687**	**5.01 %**	$ 2,195,063	$ 30,045	5.51 %
Other short-term borrowings	**1,702,857**	**20,560**	**4.84**	1,938,120	25,455	5.28
Short-term borrowings(4)	**3,440,496**	**42,247**	**4.93**	4,133,183	55,500	5.40
Medium-term notes	**10,365,137**	**120,679**	**4.67**	7,107,642	69,729	3.95
Collateral trust bonds	**7,088,811**	**69,905**	**3.96**	7,511,666	71,401	3.82
Guaranteed Underwriter Program notes payable	**6,288,254**	**50,515**	**3.22**	6,841,030	54,370	3.20
Farmer Mac notes payable	**3,536,128**	**36,266**	**4.11**	3,667,605	39,479	4.33
Other notes payable	**3,904**	**58**	**5.96**	2,460	26	4.25
Subordinated deferrable debt	**1,286,923**	**21,518**	**6.71**	1,184,215	19,972	6.78
Subordinated certificates	**1,196,168**	**13,255**	**4.44**	1,216,459	13,368	4.42
Total interest-bearing liabilities	**$33,205,821**	**$ 354,443**	**4.28 %**	$31,664,260	$ 323,845	4.11 %
Other liabilities(3)	**580,434**			569,541		
Total liabilities(3)	**33,786,255**			32,233,801		
Total equity(3)	**2,871,116**			2,821,657		
Total liabilities and equity(3)	**$36,657,371**			$35,055,458		
Net interest spread(5)			**0.45 %**			0.51 %
Impact of non-interest bearing funding(6)			**0.29**			0.26
Net interest income/net interest yield(7)		**$ 65,434**	**0.74 %**		$ 65,142	0.77 %
Adjusted net interest income/adjusted net interest yield:						
Interest income		**$ 419,877**	**4.73 %**		$ 388,987	4.62 %
Interest expense		**354,443**	**4.28**		323,845	4.11
Add: Net periodic derivative cash settlements interest income(8)		**(26,406)**	**(1.46)**		(28,767)	(1.49)
Adjusted interest expense/adjusted average cost(9)		**$ 328,037**	**3.96 %**		$ 295,078	3.75 %
Adjusted net interest spread(7)			**0.77**			0.87
Impact of non-interest bearing funding(6)			**0.26**			0.25
Adjusted net interest income/adjusted net interest yield(10)		**$ 91,840**	**1.03 %**		$ 93,909	1.12 %

(Dollars in thousands)	YTD FY2025 Average Balance	YTD FY2025 Interest Income/ Expense	YTD FY2025 Average Yield/Cost	YTD FY2024 Average Balance	YTD FY2024 Interest Income/ Expense	YTD FY2024 Average Yield/Cost
Assets:						
Long-term fixed-rate loans[1]	**$30,609,005**	**$ 679,203**	**4.43 %**	$28,840,684	$ 612,788	4.25 %
Long-term variable-rate loans	**881,523**	**30,733**	**6.95**	957,159	33,821	7.07
Line of credit loans	**3,540,305**	**121,746**	**6.86**	3,215,388	111,791	6.95
Other, net[2]	**—**	**(958)**	**—**	—	(822)	—
Total loans	**35,030,833**	**830,724**	**4.73**	33,013,231	757,578	4.59
Cash, time deposits and investment securities	**449,945**	**7,272**	**3.22**	690,808	12,365	3.58
Total interest-earning assets	**$35,480,778**	**$ 837,996**	**4.71 %**	$33,704,039	$ 769,943	4.57 %
Other assets, less allowance for credit losses[3]	**1,141,569**			1,077,071		
Total assets[3]	**$36,622,347**			$34,781,110		
Liabilities:						
Commercial paper	**$ 1,885,447**	**$ 49,712**	**5.26 %**	$ 2,262,175	$ 61,575	5.44 %
Other short-term borrowings	**1,696,942**	**42,518**	**5.00**	1,911,555	49,374	5.17
Short-term borrowings[4]	**3,582,389**	**92,230**	**5.14**	4,173,730	$ 110,949	5.32
Medium-term notes	**10,095,697**	**234,088**	**4.62**	7,075,343	137,871	3.90
Collateral trust bonds	**6,938,657**	**135,542**	**3.90**	7,545,732	143,350	3.80
Guaranteed Underwriter Program notes payable	**6,344,215**	**102,873**	**3.23**	6,767,814	106,900	3.16
Farmer Mac notes payable	**3,628,885**	**76,203**	**4.19**	3,505,531	73,762	4.21
Other notes payable	**3,513**	**102**	**5.79**	2,139	44	4.11
Subordinated deferrable debt	**1,286,900**	**43,256**	**6.70**	1,197,737	40,420	6.75
Subordinated certificates	**1,196,552**	**26,609**	**4.44**	1,219,363	26,830	4.40
Total interest-bearing liabilities	**$33,076,808**	**$ 710,903**	**4.29 %**	$31,487,389	$ 640,126	4.07 %
Other liabilities[3]	**635,811**			563,475		
Total liabilities[3]	**33,712,619**			32,050,864		
Total equity[3]	**2,909,728**			2,730,246		
Total liabilities and equity[3]	**$36,622,347**			$34,781,110		
Net interest spread[5]			**0.42 %**			0.50 %
Impact of non-interest bearing funding[6]			**0.29**			0.27
Net interest income/net interest yield[7]		**$ 127,093**	**0.71 %**		$ 129,817	0.77 %
Adjusted net interest income/adjusted net interest yield:						
Interest income		**$ 837,996**	**4.71 %**		$ 769,943	4.57 %
Interest expense		**710,903**	**4.29**		640,126	4.07
Add: Net periodic derivative cash settlements interest (income) expense[8]		**(58,467)**	**(1.59)**		(56,636)	(1.47)
Adjusted interest expense/adjusted average cost[9]		**$ 652,436**	**3.93 %**		$ 583,490	3.71 %
Adjusted net interest spread[7]			**0.78**			0.86
Impact of non-interest bearing funding[6]			**0.26**			0.25
Adjusted net interest income/adjusted net interest yield[10]		**$ 185,560**	**1.04 %**		$ 186,453	1.11 %

(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 3 consist of commercial paper, select notes, and daily liquidity fund notes. 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 3. The period-end amounts reported as short-term borrowings on our consolidated balances sheets, which are excluded from the calculation of average short-term borrowings presented in Table 3, totaled $486 million and $907 million as of November 30, 2024 and November 30, 2023, 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 the 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 $7,270 million and $7,743 million for Q2 FY2025 and Q2 FY2024, respectively. The average outstanding notional amount of interest rate swaps was $7,332 million and $7,729 million for YTD FY2025 and YTD FY2024, respectively.

(9) Adjusted interest expense consists of interest expense plus net periodic derivative cash settlements interest income (expense) during the period. Net periodic derivative cash settlements interest income (expense) is reported in our consolidated statements of operations as a component of derivative gains (losses). Adjusted average cost is calculated based on the 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 the annualized adjusted net interest income for the period divided by total average interest-earning assets for the period.

Table 4 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 4: Rate/Volume Analysis of Changes in Interest Income/Interest Expense

(Dollars in thousands)	Q2 FY2025 versus Q2 FY2024 Total Variance	Variance Due To:[1] Volume	Rate	YTD FY2025 versus YTD FY2024 Total Variance	Variance Due To:[1] Volume	Rate
Interest income:						
Long-term fixed-rate loans	$ 30,510	$ 17,917	$ 12,593	$ 66,415	$ 39,354	$ 27,061
Long-term variable-rate loans	(1,070)	(140)	(930)	(3,088)	(2,587)	(501)
Line of credit loans	4,641	7,783	(3,142)	9,955	11,634	(1,679)
Other, net	(67)	—	(67)	(136)	—	(136)
Total loans	34,014	25,560	8,454	73,146	48,401	24,745
Cash, time deposits and investment securities	(3,124)	(2,616)	(508)	(5,093)	(4,289)	(804)
Total interest income	30,890	22,944	7,946	68,053	44,112	23,941
Interest expense:						
Commercial paper	(8,358)	(6,196)	(2,162)	(11,863)	(10,114)	(1,749)
Other short-term borrowings	(4,895)	(3,028)	(1,867)	(6,856)	(5,423)	(1,433)
Short-term borrowings	(13,253)	(9,224)	(4,029)	(18,719)	(15,537)	(3,182)
Medium-term notes	50,950	32,236	18,714	96,217	59,394	36,823
Collateral trust bonds	(1,496)	(3,835)	2,339	(7,808)	(11,172)	3,364
Guaranteed Underwriter Program notes payable	(3,855)	(4,256)	401	(4,027)	(6,416)	2,389
Farmer Mac notes payable	(3,213)	(1,311)	(1,902)	2,441	2,805	(364)
Other notes payable	32	15	17	58	28	30
Subordinated deferrable debt	1,546	1,792	(246)	2,836	3,128	(292)
Subordinated certificates	(113)	(187)	74	(221)	(430)	209
Total interest expense	30,598	15,230	15,368	70,777	31,800	38,977
Net interest income (expense)	$ 292	$ 7,714	$ (7,422)	$ (2,724)	$ 12,312	$ (15,036)
Adjusted net interest income:						
Interest income	$ 30,890	$ 22,944	$ 7,946	$ 68,053	$ 44,112	$ 23,941
Interest expense	30,598	15,230	15,368	70,777	31,800	38,977
Net periodic derivative cash settlements interest (income) expense [2]	2,361	1,681	680	(1,831)	2,758	(4,589)
Adjusted interest expense[3]	32,959	16,911	16,048	68,946	34,558	34,388
Adjusted net interest income[3]	$ (2,069)	$ 6,033	$ (8,102)	$ (893)	$ 9,554	$ (10,447)

[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 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 and Reconciliations" in this Report for additional information on our adjusted non-GAAP financial measures.

Reported Net Interest Income

Reported net interest income of $65 million for Q2 FY2025 remained largely unchanged from Q2 FY2024, driven by an increase in average interest-earning assets of $1,737 million, or 5%, offset by a decrease in the net interest yield of 3 basis points, or 4%, to 0.74%.

- *Average Interest-Earning Assets*: The increase in average interest-earning assets of 5% was primarily attributable to the growth in average total loans of $2,015 million, or 6%, driven primarily by an increase in average long-term fixed-rate loans of $1,590 million and an increase in average line of credit loans of $435 million, as members continued to advance loans to fund capital expenditures and for working capital purposes. In addition, the increase in line of credit loans during Q2 FY2025 was also attributable to borrowings under emergency line of credit loans by our members primarily for Hurricane Helene recovery costs.

- *Net Interest Yield:* The decrease in the net interest yield of 3 basis points, or 4%, was primarily attributable to an increase in our average cost of borrowings of 17 basis points to 4.28%, which was partially offset by an increase in the average yield on interest-earning assets of 11 basis points to 4.73% and an increase in the benefit from non-interest bearing funding of 3 basis points to 0.29%. Our average yield on interest-earning assets and average cost of borrowings rose mainly due to the continued high long-term interest-rates since November 30, 2023. The increase in average yields on long-term fixed-rate loans was the primary driver for the increase in the average yield on interest-earning assets. Meanwhile, our average cost of borrowings increased due to the long-term debt issued at a higher interest rate after November 30, 2023.

Reported net interest income of $127 million for YTD FY2025 decreased $3 million, or 2%, from YTD FY2024, driven by a decrease in the net interest yield of 6 basis points, or 8%, to 0.71%, partially offset by an increase in average interest-earning assets of $1,777 million, or 5%.

- *Average Interest-Earning Assets:* The increase in average interest-earning assets of 5% was attributable to growth in average total loans of $2,018 million, or 6%, driven primarily by an increase in average long-term fixed-rate loans of $1,768 million and an increase in average line of credit loans of $325 million, as members continued to advance loans to fund capital expenditures and for working capital purposes. In addition, the increase in line of credit loans during YTD FY2025 was also attributable to borrowings under emergency line of credit loans by our members primarily for Hurricane Helene recovery costs.

- *Net Interest Yield:* The decrease in the net interest yield of 6 basis points, or 8%, was primarily attributable to the combined impact of an increase in our average cost of borrowings of 22 basis points to 4.29%, which was partially offset by an increase in the average yield on interest-earning assets of 14 basis points to 4.71% and an increase in the benefit from non-interest bearing funding of 2 basis points to 0.29%. As mentioned above, the increases in the average cost of borrowings and average yield on interest-earning assets were driven by the continued high long-term interest-rates.

Adjusted Net Interest Income

Adjusted net interest income of $92 million for Q2 FY2025 decreased $2 million, or 2%, from Q2 FY2024, driven by a decrease in the adjusted net interest yield of 9 basis points, or 8%, to 1.03%, partially offset by an increase in average interest-earning assets of $1,737 million, or 5%.

- *Average Interest-Earning Assets:* The increase in average interest-earning assets of 5% during Q2 FY2025 was primarily driven by the growth in average total loans of $2,015 million, or 6%, attributable primarily to the increases 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 9 basis points, or 8%, to 1.03%, was primarily attributable to an increase in our adjusted average cost of borrowings of 21 basis points to 3.96%, which was partially offset by an increase in the average yield on interest-earning assets of 11 basis points to 4.73% and an increase in the benefit from non-interest bearing funding of 1 basis point to 0.26%. The increases in both average yield on interest-earning assets and adjusted average cost of borrowings were attributable to the continued high long-term interest-rates since November 30, 2023, as discussed above.

Adjusted net interest income of $186 million for YTD FY2025 decreased $1 million from YTD FY2024, driven by a decrease in the adjusted net interest yield of 7 basis points, or 6%, to 1.04%, partially offset by an increase in average interest-earning assets of $1,777 million, or 5%.

- *Average Interest-Earning Assets:* The increase in average interest-earning assets of 5% during YTD FY2025 was driven by the growth in average total loans of $2,018 million, or 6%, attributable primarily to increases 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 7 basis points, or 6%, was attributable to an increase in our adjusted average cost of borrowings of 22 basis points to 3.93%, which was partially offset by the combined impact of an increase in the average yield on interest-earning assets of 14 basis points to 4.71% and an increase in the benefit from non-interest bearing funding of 1 basis point to 0.26%, We discussed above the primary drivers for the increases in the average yield on interest-earning assets and adjusted average cost of borrowings.

Derivative Cash Settlements

We include the net periodic derivative cash settlements interest income (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. Because our derivative portfolio consists of a higher proportion of pay-fixed swaps than receive-fixed swaps, the net periodic derivative cash settlements interest income (expense) amounts generally change based on changes in the floating interest amount received each period. When floating rates increase during the period, the floating interest amounts received on our pay-fixed swaps increase and, conversely, when floating rates decrease, the floating interest amounts received on our pay-fixed swaps decrease. We recorded net periodic derivative cash settlements interest income of $26 million for Q2 FY2025 compared with $29 million for Q2 FY2024. The decrease was primarily due to the lower net interest rates received on our pay-fixed swaps in Q2 FY2025, compared with Q2 FY2024. We recorded net periodic derivative cash settlements interest income of $58 million for YTD FY2025, compared with $57 million for YTD FY2024. The slight increase was primarily due to the higher net interest rates received on our pay-fixed swaps in YTD FY2025, compared with YTD FY2024.

See "Non-GAAP Financial Measures and Reconciliations" in this Report for additional information on our non-GAAP financial measures, including a reconciliation of these measures to the most comparable U.S. GAAP financial measures.

Provision for Credit Losses

Our provision for credit losses for 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 and allowance coverage ratio was $51 million and 0.14%, respectively, as of November 30, 2024. In comparison, our allowance for credit losses and allowance coverage ratio was $49 million and 0.14%, respectively, as of May 31, 2024.

We recorded a provision for credit losses of $1 million for both Q2 FY2025 and Q2 FY2024, primarily from an increase in the collective allowance due to loan portfolio growth.

We recorded a provision for credit losses of $2 million for YTD FY2025, primarily from an increase in the collective allowance due to loan portfolio growth. In comparison, we recorded a provision for credit losses of $1 million for YTD FY2024, driven primarily by an increase of $4 million in the collective allowance, partially offset by a decrease of $1 million in the asset-specific allowance for a nonperforming CFC power supply loan and a recovery of $1 million attributable to additional loan payments received on previously charged-off loans during YTD FY2024. The increase of $4 million in the collective allowance was primarily due to loan portfolio growth and a slight decline in the overall credit quality and risk profile of our loan portfolio.

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 2024 Form 10-K. We also provide additional information on our allowance for credit losses below under section "Credit Risk—Allowance for Credit Losses" and "Note 5—Allowance for Credit Losses" in this Report.

Non-Interest Income (Loss)

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 5 presents the components of non-interest income (loss) recorded in our consolidated statements of operations.

Table 5: Non-Interest Income (Loss)

(Dollars in thousands)	Q2 FY2025	Q2 FY2024	YTD FY2025	YTD FY2024
Non-interest income (loss) components:				
Fee and other income	**$ 5,424**	$ 6,611	**$ 11,092**	$ 11,148
Derivative gains (losses)	**109,038**	106,938	**(89,287)**	296,825
Investment securities gains	**2,097**	1,843	**6,228**	4,776
Total non-interest income (loss)	**$ 116,559**	$ 115,392	**$ (71,967)**	$ 312,749

The variance in non-interest income (loss) was primarily attributable to changes in the derivative gains (losses) recognized in our consolidated statements of operations. In addition, we experienced an increase in gains recorded on our debt and equity investment securities of $1 million for YTD FY2025, compared with YTD FY2024. 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 in our consolidated statements of operations.

Derivative Gains (Losses)

As of November 30, 2024 and May 31, 2024, our derivatives portfolio included interest rate swap agreements not designated for hedge accounting, composed of pay-fixed swaps and receive-fixed swaps, with the benchmark variable rate for the floating rate payments based on daily compounded Secured Overnight Financing Rate ("SOFR"). Additionally, treasury locks may be used to manage the interest rate risk associated with future debt issuance or repricing and are typically designated as cash flow hedges. We did not have any derivatives designated as accounting hedges as of November 30, 2024 and May 31, 2024.

The total notional amount for our interest rate swaps was $7,174 million and $7,366 million as of November 30, 2024 and May 31, 2024, respectively. The portfolio was primarily composed of longer-dated pay-fixed swaps, which accounted for approximately 80% and 79% of the outstanding notional amount as of November 30, 2024 and May 31, 2024, respectively. Consequently, changes in medium- and longer-term swap rates generally have a more pronounced impact on the net fair value of our swap portfolio. As of November 30, 2024, the average remaining maturity of our pay-fixed and receive-fixed swaps was 17 years and two years, respectively, compared with 18 years and two years, respectively, as of May 31, 2024.

Table 6 presents the components of net derivative gains (losses) recorded in our consolidated statements of operations. 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 6: Derivative Gains (Losses)

(Dollars in thousands)	Q2 FY2025	Q2 FY2024	YTD FY2025	YTD FY2024
Derivative gains attributable to:				
Derivative cash settlements interest income	**$ 26,406**	$ 28,767	**$ 58,467**	$ 56,636
Derivative forward value gains (losses)	**82,632**	78,171	**(147,754)**	240,189
Derivative gains (losses)	**$ 109,038**	$ 106,938	**$ (89,287)**	$ 296,825

We recorded derivative gains of $109 million for Q2 FY2025, primarily attributable to more pronounced increases in the medium- and longer-term swap interest rates during Q2 FY2025. In comparison, we recorded derivative gains of $107 million for Q2 FY2024, attributable to increases in the longer-term swap interest rates during Q2 FY2024.

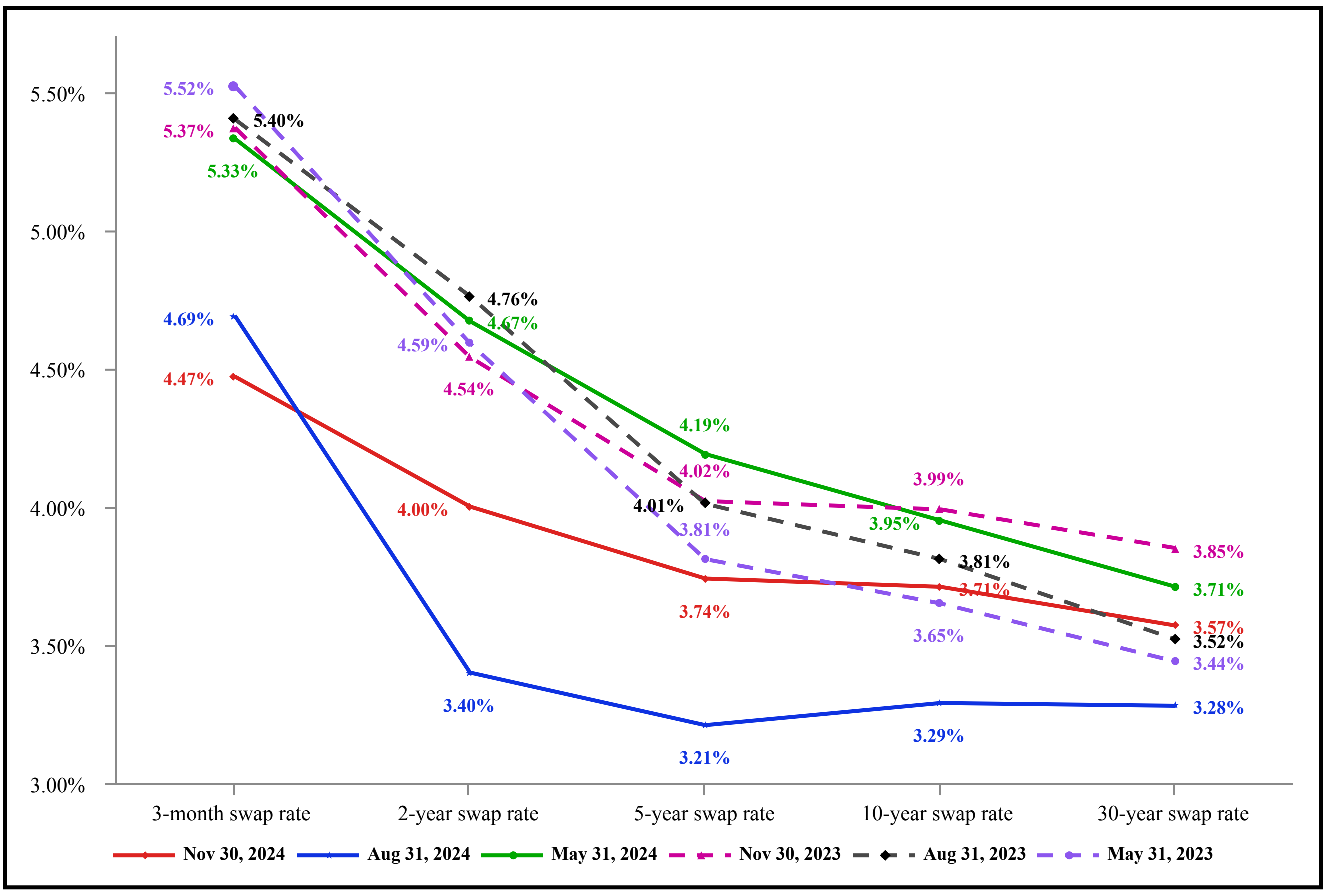
We recorded derivative losses of $89 million for YTD FY2025, attributable to decreases in interest rates across the entire swap curve during YTD FY2025. In comparison, we recorded derivative gains of $297 million for YTD FY2024, attributable to increases in the medium- and longer-term swap interest rates during YTD FY2024.

We present comparative swap curves, which depict the relationship between swap rates at varying maturities, for the periods presented in Table 7 below.

Comparative Swap Curves

Table 7 below provides comparative swap curves as of November 30, 2024, August 31, 2024, May 31, 2024, November 30, 2023, August 31, 2023 and May 31, 2023.

Table 7: Comparative Swap Curves



Benchmark rates obtained from Bloomberg.

See "Note 9—Derivative Instruments and Hedging Activities" in this Report for additional information on our derivative instruments. Also refer to "Note 14—Fair Value Measurement" to the Consolidated Financial Statements in our 2024 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, 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.

Table 8: Non-Interest Expense

(Dollars in thousands)	Q2 FY2025	Q2 FY2024	YTD FY2025	YTD FY2024
Non-interest expense components:				
Salaries and employee benefits	**$ (17,439)**	$ (16,546)	**$ (34,627)**	$ (32,420)
Other general and administrative expenses	**(18,488)**	(14,966)	**(37,592)**	(30,595)
Operating expenses	**(35,927)**	(31,512)	**(72,219)**	(63,015)
Losses on early extinguishment of debt	**(18)**	(26)	**(40)**	(965)
Other non-interest expense	**(229)**	(250)	**(525)**	(428)
Total non-interest expense	**$ (36,174)**	$ (31,788)	**$ (72,784)**	$ (64,408)

Non-interest expense of $36 million and $73 million for Q2 FY2025 and YTD FY2025, respectively, increased $4 million, or 14% and $8 million, or 13%, respectively, from Q2 FY2024 and YTD FY2024, primarily attributable to an increase in operating expenses, driven by higher expenses recorded for salaries and employee benefits, information technology and member relations. We recorded lower losses on early extinguishment of debt for YTD FY2025, as during YTD FY2024 we redeemed $100 million of our $400 million subordinated deferrable debt due 2043, at par plus accrued interest for which we recognized $1 million of losses on early extinguishment of debt related to the unamortized debt issuance costs.

Net Income (Loss) Attributable to Noncontrolling Interests

We recorded a net income attributable to noncontrolling interests of less than $1 million for Q2 FY2025 and a net loss of less than $1 million for YTD FY2025, which represented 100% of the results of operations of NCSC, as the members of NCSC own or control 100% of the interest in its company during YTD FY2025. In comparison, we recorded a net loss attributable to noncontrolling interests of less than $1 million for Q2 FY2024 and a net income of less than $1 million for YTD FY2024, which represented 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 during YTD FY2024. 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. On December 1, 2023, we completed the RTFC sale transaction and RTFC was subsequently dissolved.

CONSOLIDATED BALANCE SHEET ANALYSIS

Total assets increased $935 million, or 3%, to $37,112 million as of November 30, 2024 compared with May 31, 2024, primarily due to growth in our loan portfolio. We experienced an increase in total liabilities of $1,002 million, or 3%, to $34,167 million as of November 30, 2024, largely due to the issuances of debt to fund the growth in our loan portfolio. Total equity decreased $67 million to $2,945 million as of November 30, 2024, attributable to our reported net loss of $20 million for YTD FY2025 and the CFC Board of Directors' authorized patronage capital retirement of $47 million during the period.

Below is a discussion of changes in the major components of our assets and liabilities during YTD FY2025. 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 electric and NCSC telecom. 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 2024 Form 10-K.

Loans Outstanding

Loans to members totaled $35,614 million and $34,542 million as of November 30, 2024 and May 31, 2024, respectively. Loans to CFC distribution, power supply, and statewide and associate borrowers accounted for 95% of total loans to members as of both November 30, 2024 and May 31, 2024. The increase in loans to members of $1,072 million, or 3%, from May 31, 2024, was primarily attributable to net increases in long-term and line of credit loans of $559 million and $513 million, respectively. Of the increase in line of credit loans, 43% was attributable to borrowings under emergency line of credit loans by our members primarily for Hurricane Helene recovery costs and the remaining 57% was primarily attributable to funding provided for higher member working capital and capital expenditures requirements. We experienced increases in CFC distribution loans, CFC statewide and associate loans, NCSC electric and NCSC telecom loans of $1,011 million, $32 million, $35 million and $9 million, respectively, and a decrease in CFC power supply loans of $16 million during YTD FY2025.

Long-term loan advances totaled $1,281 million during YTD FY2025, of which approximately 95% was provided to members for capital expenditures, 4% was provided for the refinancing of loans made by other lenders and 1% was provided for other purposes. In comparison, long-term loan advances totaled $1,608 million during YTD FY2024, of which approximately 94% was provided to members for capital expenditures and approximately 6% was provided for other purposes, primarily business acquisitions. Of the $1,281 million total long-term loans advanced during the YTD FY2025, $1,162 million were fixed-rate loan advances with a weighted average fixed-rate term of eight years. In comparison, of the $1,608 million total long-term loans advanced during YTD FY2024, $1,532 million were fixed-rate loan advances with a weighted average fixed-rate term of 12 years.

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 $3,315 million as of November 30, 2024, from approximately $3,103 million as of May 31, 2024.

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

Debt

We utilize both secured and unsecured 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 private funding sources. Our funding strategy consists of various products and programs across markets to manage funding concentrations and reduce our liquidity or debt rollover risk.

Debt Outstanding

Table 9 displays the composition, by product type, of our outstanding debt as of November 30, 2024 and May 31, 2024. 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, 2024	May 31, 2024	Change
Debt product type:			
Commercial paper:			
Members, at par	**$ 1,100,915**	$ 1,158,020	$ (57,105)
Dealer, net of discounts	**1,308,385**	504,631	803,754
Total commercial paper	**2,409,300**	1,662,651	746,649
Select notes to members	**1,277,810**	1,274,066	3,744
Daily liquidity fund notes to members	**318,949**	375,191	(56,242)
Medium-term notes:			
Members, at par	**856,426**	879,626	(23,200)
Dealer[1]	**9,473,244**	8,947,076	526,168
Total medium-term notes	**10,329,670**	9,826,702	502,968
Collateral trust bonds[1]	**7,088,426**	6,739,921	348,505
Guaranteed Underwriter Program notes payable	**6,263,207**	6,491,814	(228,607)
Farmer Mac notes payable	**3,524,697**	3,863,510	(338,813)
Subordinated deferrable debt [1]	**1,286,953**	1,286,861	92
Members' subordinated certificates:			
Membership subordinated certificates	**628,631**	628,625	6
Loan and guarantee subordinated certificates	**320,571**	322,863	(2,292)
Member capital securities	**246,163**	246,163	—
Total members' subordinated certificates	**1,195,365**	1,197,651	(2,286)
Total debt outstanding	**$ 33,694,377**	$ 32,718,367	$ 976,010
Security type:			
Secured debt	**50 %**	52 %	
Unsecured debt	**50**	48	
Total	**100 %**	100 %	
Funding source:			
Members	**14 %**	15 %	
Other non-capital markets:			
Guaranteed Underwriter Program notes payable	**19**	20	
Farmer Mac notes payable	**10**	12	
Total other non-capital markets	**29**	32	
Capital markets	**57**	53	
Total	**100 %**	100 %	
Interest rate type:			
Fixed-rate debt	**81 %**	82 %	
Variable-rate debt	**19**	18	
Total	**100 %**	100 %	
Interest rate type including swaps impact:			
Fixed-rate debt[2]	**94 %**	95 %	
Variable-rate debt[3]	**6**	5	
Total	**100 %**	100 %	
Maturity classification:[4]			
Short-term borrowings	**13 %**	13 %	
Long-term and subordinated debt[5]	**87**	87	
Total	**100 %**	100 %	

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[1]Amount is presented net of unamortized discounts, premium and issuance costs as applicable.

[2]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.

(3) 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.

(4) 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.

(5) 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 $976 million, or 3%, to $33,694 million as of November 30, 2024, due to borrowings to fund the increase in loans to members. Outstanding dealer commercial paper was $1,308 million as of November 30, 2024, which was within our quarter-end target range of $1,000 million to $1,500 million. We provide additional information on our financing activities during YTD FY2025 in the below section "Liquidity Risk" of this Report.

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, 2024 and May 31, 2024.

Table 10: Debt—Member Investments

	November 30, 2024		May 31, 2024		
(Dollars in thousands)	Amount	% of Total[1]	Amount	% of Total[1]	Change
Member investment product type:					
Commercial paper	**$ 1,100,915**	**46 %**	$ 1,158,020	70 %	$ (57,105)
Select notes	**1,277,810**	**100**	1,274,066	100	3,744
Daily liquidity fund notes	**318,949**	**100**	375,191	100	(56,242)
Medium-term notes	**856,426**	**8**	879,626	9	(23,200)
Members' subordinated certificates	**1,195,365**	**100**	1,197,651	100	(2,286)
Total member investments	**$ 4,749,465**		$ 4,884,554		$ (135,089)
Percentage of total debt outstanding	**14 %**		15 %		

(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 14% and 15% of total debt outstanding as of November 30, 2024 and May 31, 2024, respectively. Over the last twelve fiscal quarters, our member investments, including both short-term and long-term investments, have averaged $5,015 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 $4,492 million as of November 30, 2024, from $4,333 million as of May 31, 2024, primarily driven by an increase in outstanding dealer commercial paper of $804 million, partially offset by a repayment of $500 million in short-term notes payable under the Farmer Mac revolving purchase agreement and a decrease in short-term member investments of $144 million during YTD FY2025. Short-term borrowings accounted for 13% of total debt outstanding as of both November 30, 2024 and May 31, 2024.

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 $29,202 million as of November 30, 2024, from $28,386 million as of May 31, 2024, primarily due to net increases of $526 million in dealer medium-term notes, $349 million in collateral trust bonds and $161 million in notes payable under the Farmer Mac revolving purchase agreement, partially offset by repayments of $229 million in notes payable under the Guaranteed Underwriter Program during YTD FY2025. Long-term and subordinated debt accounted for 87% of total debt outstanding as of both November 30, 2024 and May 31, 2024, respectively.

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

Equity

Table 11 presents the components of total CFC equity and total equity as of November 30, 2024 and May 31, 2024.

Table 11: Equity

(Dollars in thousands)	November 30, 2024	May 31, 2024
Equity components:		
Membership fees and educational fund:		
Membership fees	**$ 966**	$ 968
Educational fund	**1,902**	2,608
Total membership fees and educational fund	**2,868**	3,576
Patronage capital allocated	**881,386**	928,232
Members' capital reserve	**1,455,564**	1,455,564
Total allocated equity	**2,339,818**	2,387,372
Unallocated net income (loss):		
Prior fiscal year-end cumulative derivative forward value gains[1]	**606,215**	342,624
Year-to-date derivative forward value gains (losses)[1]	**(147,271)**	263,591
Period-end cumulative derivative forward value gains[1]	**458,944**	606,215
Other unallocated net income (loss)	**127,161**	(709)
Unallocated net income	**586,105**	605,506
CFC retained equity	**2,925,923**	2,992,878
Accumulated other comprehensive loss	**(1,342)**	(1,416)
Total CFC equity	**2,924,581**	2,991,462
Noncontrolling interests	**20,587**	20,707
Total equity	**$ 2,945,168**	$ 3,012,169

[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, which we are required to consolidate. We present the consolidated total derivative forward value gains (losses) in Table 29 in the "Non-GAAP Financial Measures and Reconciliations" section below. Also, see "Note 14—Business Segments" in this Report for the statements of operations for CFC.

The decrease in total equity of $67 million to $2,945 million as of November 30, 2024 compared to May 31, 2024 was attributable to our reported net loss of $20 million for YTD FY2025 and the CFC Board of Directors' authorized patronage capital retirement of $47 million during the period.

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 2024 Form 10-K. 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 and Reconciliations."

In May 2024, the CFC Board of Directors authorized the allocation of $1 million of net earnings for fiscal year 2024 to the cooperative educational fund. In July 2024, the CFC Board of Directors authorized the allocation of fiscal year 2024 adjusted net income as follows: $61 million to members in the form of patronage capital and $228 million to the members' capital reserve.

In July 2024, the CFC Board of Directors also authorized the retirement of patronage capital totaling $47 million, of which $30 million represented 50% of the patronage capital allocation for fiscal year 2024, and $17 million represented the portion of the allocation from fiscal year 1999 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 2024. The remaining portion of the patronage capital allocation for fiscal year 2024 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

CFC has an Enterprise Risk Management ("ERM") framework that is designed to identify, assess, monitor and manage the risks we assume in conducting our activities to serve the financial needs of our members. We face a variety of potential internal and external risks that can significantly affect our financial condition, liquidity position, 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 financial 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, repricing 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 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 to retain our investment-grade credit ratings on our rated debt instruments. In line with this, we have established a risk-management framework designed to oversee the key risks encountered in our operations and the maximum level of risk we are prepared to undertake, known as risk tolerance. This also includes risk limits and guidelines that are in alignment with CFC's mission and strategic objectives. We provide a discussion of our risk management framework in our 2024 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 2024 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 nonlending activities that may give rise to counterparty credit risk, such as entering into derivative transactions to manage interest rate risk and investment in debt and equity securities. We provide additional information on our credit risk-management framework under "Item 7. MD&A—Credit Risk—Credit Risk Management" in our 2024 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. 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 86% and 88% of total loans outstanding as of November 30, 2024 and May 31, 2024, 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, 2024 and May 31, 2024. Of our total loans outstanding, 91% and 92% were secured as of November 30, 2024 and May 31, 2024, respectively.

Table 12: Loans—Loan Portfolio Security Profile

	November 30, 2024				
(Dollars in thousands)	**Secured**	**% of Total**	**Unsecured**	**% of Total**	**Total**
Member class:					
CFC:					
Distribution	**$ 25,721,982**	**91 %**	**$ 2,393,241**	**9 %**	**$ 28,115,223**
Power supply	**4,821,057**	**86**	**804,781**	**14**	**5,625,838**
Statewide and associate	**245,048**	**91**	**24,247**	**9**	**269,295**
Total CFC	**30,788,087**	**91**	**3,222,269**	**9**	**34,010,356**
NCSC:					
Electric	**964,411**	**98**	**16,764**	**2**	**981,175**
Telecom	**568,966**	**94**	**38,077**	**6**	**607,043**
Total NCSC	**1,533,377**	**97**	**54,841**	**3**	**1,588,218**
Total loans outstanding[1]	**$ 32,321,464**	**91**	**$ 3,277,110**	**9**	**$ 35,598,574**
Loan type:					
Long-term loans:					
Fixed rate	**$ 30,614,556**	**100 %**	**$ 143,564**	**— %**	**$ 30,758,120**
Variable rate	**903,860**	**100**	**793**	**—**	**904,653**
Total long-term loans	**31,518,416**	**100**	**144,357**	**—**	**31,662,773**
Line of credit loans	**803,048**	**20**	**3,132,753**	**80**	**3,935,801**
Total loans outstanding[1]	**$ 32,321,464**	**91**	**$ 3,277,110**	**9**	**$ 35,598,574**

	May 31, 2024				
(Dollars in thousands)	**Secured**	**% of Total**	**Unsecured**	**% of Total**	**Total**
Member class:					
CFC:					
Distribution	$ 25,114,323	93 %	$ 1,990,140	7 %	$ 27,104,463
Power supply	4,836,612	86	805,286	14	5,641,898
Statewide and associate	215,229	91	22,117	9	237,346
Total CFC	30,166,164	91	2,817,543	9	32,983,707
NCSC:					
Electric	921,321	97	24,559	3	945,880
Telecom	554,797	93	43,800	7	598,597
Total NCSC	1,476,118	96	68,359	4	1,544,477
Total loans outstanding[1]	$ 31,642,282	92	$ 2,885,902	8	$ 34,528,184
Loan type:					
Long-term loans:					
Fixed rate	$ 30,118,544	100 %	$ 147,499	— %	$ 30,266,043
Variable rate	838,045	100	1,413	—	839,458
Total long-term loans	30,956,589	100	148,912	—	31,105,501
Line of credit loans	685,693	20	2,736,990	80	3,422,683
Total loans outstanding[1]	$ 31,642,282	92	$ 2,885,902	8	$ 34,528,184

[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 $15 million and $14 million as of November 30, 2024 and May 31, 2024, 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 $34,992 million and $33,930 million as of November 30, 2024 and May 31, 2024, 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 $110 million and $114 million as of November 30, 2024 and May 31, 2024, 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, 2024 and May 31, 2024. Our 20 largest borrowers consisted of 13 distribution systems and seven power supply systems as of both November 30, 2024 and May 31, 2024. The largest total exposure to a single borrower or controlled group represented approximately 1% of total loans outstanding as of both November 30, 2024 and May 31, 2024.

Table 13: Loans—Loan Exposure to 20 Largest Borrowers

	November 30, 2024		May 31, 2024	
(Dollars in thousands)	Amount	% of Total	Amount	% of Total
Member class:				
CFC:				
Distribution	**$ 4,654,889**	**13 %**	$ 4,583,422	13 %
Power supply	**2,131,129**	**6**	2,090,648	6
Total CFC	**6,786,018**	**19**	6,674,070	19
NCSC Electric	**172,676**	**1**	177,238	1
Total loan exposure to 20 largest borrowers	**6,958,694**	**20**	6,851,308	20
Less: Loans covered under Farmer Mac standby purchase commitment	**(154,271)**	**(1)**	(226,171)	(1)
Net loan exposure to 20 largest borrowers	**$ 6,804,423**	**19 %**	$ 6,625,137	19 %

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 $360 million and $370 million as of November 30, 2024 and May 31, 2024, respectively. Loan exposure to our 20 largest borrowers covered under the Farmer Mac agreement totaled $154 million and $226 million as of November 30, 2024 and May 31, 2024, respectively, which reduced our exposure to the 20 largest borrowers to 19% of our total loans outstanding 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 result 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 893 and 885 as of November 30, 2024 and May 31, 2024, respectively, located in 49 states and the District of Columbia. Of the 893 and 885 borrowers with loans outstanding as of November 30, 2024 and May 31, 2024, respectively, 49 and 50 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, which had 67 borrowers with loans outstanding as of both November 30, 2024 and May 31, 2024, accounted for the largest number of borrowers with loans outstanding in any one state as of each respective date, as well as the largest concentration of loan exposure in any one state. Loans outstanding to Texas-based borrowers totaled $5,988 million and $5,768 million as of November 30, 2024 and May 31, 2024, respectively, and accounted for approximately 17% of total loans outstanding as of each respective date. Of the loans outstanding to Texas-based borrowers, $124 million and $126 million as of November 30, 2024 and May 31, 2024, respectively, were covered by the Farmer Mac standby repurchase agreement, which reduced our credit risk exposure to Texas-based borrowers to $5,864 million and $5,642 million as of each respective date. See "Note 4—Loans" in this Report for information on the Texas-based number of borrowers and loans outstanding by legal entity and member class.

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, modifications to borrowers experiencing financial difficulty, 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, 2024.

Loan Modifications to Borrowers Experiencing Financial Difficulty

We had no loan modifications to borrowers experiencing financial difficulty entered during Q2 FY2025 and YTD FY2025. We had one loan modification to an NCSC telecom borrower experiencing financial difficulty entered during Q2 FY2024 and YTD FY2024. This loan received a term extension and had an amortized cost of $3 million, representing 1% of the NCSC telecom loan portfolio as of November 30, 2023. The loan has been performing in accordance with the terms of the loan agreement after the modification. There were no unadvanced loan commitments related to this loan as of November 30, 2024 and May 31, 2024.

Nonperforming Loans

We classify loans as nonperforming at the earlier of the date when we determine: (i) interest or principal payments on the loan are 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 a loan to one CFC electric power supply borrower of $49 million classified as nonperforming, which represented 0.14% of total loans outstanding as of both November 30, 2024 and May 31, 2024. In December 2024, we received a $6 million payment on this nonperforming loan which reduced its outstanding balance to $43 million.

Net Charge-Offs

We had no charge-offs during YTD FY2025 and YTD FY2024. We recorded $1 million in net loan recoveries on previously charged-off loan amounts related to two CFC electric power supply loans during YTD FY2024 which resulted in an annualized net recovery rate of 0.01% for YTD FY2024. Prior to the two CFC electric power supply loan defaults in fiscal years 2021 and 2022, 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 $246 million and $249 million as of November 30, 2024 and May 31, 2024, respectively, and represented approximately 1% of total loans outstanding as of each respective date. The decrease of $3 million in criticized loans was primarily due to a decrease in loans outstanding for one CFC electric distribution borrower in the special mention category during YTD FY2025. Each of the borrowers with loans outstanding in the criticized category was current with regard to all principal and interest amounts due to us as of November 30, 2024 and May 31, 2024.

We provide additional information on our borrower risk rating framework in our 2024 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 14 presents, by legal entity and member class, loans outstanding and the related allowance for credit losses and allowance coverage ratio as of November 30, 2024 and May 31, 2024 and the allowance components as of each date.

Table 14: Allowance for Credit Losses by Borrower Member Class and Evaluation Methodology

	November 30, 2024			May 31, 2024		
(Dollars in thousands)	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	**$ 28,115,223**	**$ 18,049**	**0.06 %**	$ 27,104,463	$ 15,954	0.06 %
Power supply	**5,625,838**	**24,785**	**0.44**	5,641,898	25,583	0.45
Statewide and associate	**269,295**	**1,198**	**0.44**	237,346	1,189	0.50
Total CFC	**34,010,356**	**44,032**	**0.13**	32,983,707	42,726	0.13
NCSC:						
Electric	**981,175**	**4,091**	**0.42**	945,880	3,937	0.42
Telecom	**607,043**	**2,426**	**0.40**	598,597	2,063	0.34
Total NCSC	**1,588,218**	**6,517**	**0.41**	1,544,477	6,000	0.39
Total	**$ 35,598,574**	**$ 50,549**	**0.14**	$ 34,528,184	$ 48,726	0.14
Allowance components:						
Collective allowance	**$ 35,543,376**	**$ 34,076**	**0.10 %**	$ 34,472,276	$ 31,556	0.09 %
Asset-specific allowance	**55,198**	**16,473**	**29.84**	55,908	17,170	30.71
Total allowance for credit losses	**$ 35,598,574**	**$ 50,549**	**0.14**	$ 34,528,184	$ 48,726	0.14
Allowance coverage ratios:						
Nonaccrual loans[3]	**$ 48,669**		**103.86 %**	$ 48,669		100.12 %

(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 $15 million and $14 million as of November 30, 2024 and May 31, 2024, 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 on nonaccrual status at period end. Nonaccrual loans represented 0.14% of total loans outstanding as of both November 30, 2024 and May 31, 2024. We provide additional information on our nonaccrual loans in "Note 4—Loans" in this Report.

The allowance for credit losses and allowance coverage ratio was $51 million and 0.14%, respectively, as of November 30, 2024, compared with $49 million and 0.14%, respectively, as of May 31, 2024. The $2 million increase in the allowance for credit losses reflected an increase in collective allowance of $3 million, partially offset by a reduction in the asset-specific allowance of $1 million. The increase in the collective allowance was primarily due to loan portfolio growth. The decrease in the asset-specific allowance was attributable to a timing change in the expected payments on a nonperforming CFC electric power supply loan.

We discuss our methodology for estimating the allowance for credit losses under the current expected credit loss ("CECL") model in "Note 1—Summary of Significant Accounting Policies—Allowance for Credit Losses—Loan Portfolio" and provide information on management's judgment and the uncertainties involved in our determination of the allowance for credit losses in "MD&A—Critical Accounting Estimates" in our 2024 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 $347 million and $200 million, respectively, as of November 30, 2024. The primary credit exposure associated with investments held in our investment 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. As of November 30, 2024, our overall counterparty credit risk was deemed to be satisfactory and not materially changed compared with May 31, 2024.

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 defaults 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 through diversification of our derivative positions among various counterparties and 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 also manage the credit risk associated with our derivative counterparties by using internal credit risk analysis, limits and a monitoring process. We had 12 active derivative counterparties with credit ratings ranging from Aa1 to Baa1 by Moody's as of both November 30, 2024 and May 31, 2024, and from AA- to BBB+ by S&P as of both November 30, 2024 and May 31, 2024. The total outstanding notional amount of derivatives with these counterparties was $7,174 million and $7,366 million as of November 30, 2024 and May 31, 2024, 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, 2024 and May 31, 2024.

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. The fair value of our derivatives includes credit valuation adjustments reflecting counterparty credit risk. 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, of 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 $463 million and $611 million as of November 30, 2024 and May 31, 2024, 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" of this Report.

See "Item 1A. Risk Factors" in our 2024 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 2024 Form 10-K.

In addition to cash on hand and investment securities, our primary sources of funds include member loan principal repayments, committed bank revolving lines of credit, committed loan facilities under the Guaranteed Underwriter Program, a revolving note purchase agreement 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 15 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, 2024 and May 31, 2024.

Table 15: Available Liquidity

	November 30, 2024			May 31, 2024		
(Dollars in millions)	Total	Accessed	Available	Total	Accessed	Available
Liquidity sources:						
Cash and investment debt securities:						
Cash and cash equivalents	**$ 347**	**$ —**	**$ 347**	$ 280	$ —	$ 280
Debt securities investment portfolio[1]	**186**	**—**	**186**	281	—	281
Total cash and investment debt securities	**533**	**—**	**533**	561	—	561
Committed credit facilities:						
Committed bank revolving line of credit agreements—unsecured[2]	**2,800**	**2**	**2,798**	2,800	2	2,798
Guaranteed Underwriter Program committed facilities—secured[3]	**9,923**	**8,723**	**1,200**	9,923	8,723	1,200
Farmer Mac revolving note purchase agreement—secured[4]	**6,000**	**3,525**	**2,475**	6,000	3,864	2,136
Total committed credit facilities	**18,723**	**12,250**	**6,473**	18,723	12,589	6,134
Total available liquidity	**$ 19,256**	**$ 12,250**	**$ 7,006**	$ 19,284	$ 12,589	$ 6,695

(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.
(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 $2 million as of both November 30, 2024 and May 31, 2024, 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 nonbank 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 capital markets and other non-capital market related funding sources.

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 16 presents our primary liquidity coverage ratios as of November 30, 2024 and May 31, 2024 and displays the calculation of each ratio as of these respective dates based on the assumptions discussed above.

Table 16: Liquidity Coverage Ratios

(Dollars in millions)	November 30, 2024	May 31, 2024
Liquidity coverage ratio:(1)		
Total available liquidity(2)	**$ 7,006**	$ 6,695
Debt scheduled to mature over next 12 months:		
Short-term borrowings	**4,492**	4,333
Long-term and subordinated debt scheduled to mature over next 12 months	**3,301**	2,676
Total debt scheduled to mature over next 12 months	**7,793**	7,009
Deficit in available liquidity over debt scheduled to mature over next 12 months	**$ (787)**	$ (314)
Liquidity coverage ratio	**0.90**	0.96
Liquidity coverage ratio, excluding expected maturities of member short-term investments(3)		
Total available liquidity(2)	**$ 7,006**	$ 6,695
Total debt scheduled to mature over next 12 months	**7,793**	7,009
Exclude: Member short-term investments(4)	**(3,184)**	(3,328)
Total debt, excluding member short-term investments, scheduled to mature over next 12 months	**4,609**	3,681
Excess in available liquidity over total debt, excluding member short-term investments, scheduled to mature over next 12 months	**$ 2,397**	$ 3,014
Liquidity coverage ratio, excluding expected maturities of member short-term investments	**1.52**	1.82

(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 15.

(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.

(4) Member short-term investments include commercial paper sold directly to members, selected notes, daily liquidity fund note and short-term medium-term notes sold to members. See Table 18: Short-Term Borrowings — Funding Sources below for additional information.

As presented in Table 16 above, our available liquidity of $7,006 million as of November 30, 2024 was $787 million below our total scheduled debt obligations over the next 12 months of $7,793 million, consisting of short-term borrowings and long-term and subordinated debt. The short-term borrowings scheduled maturity amount consists of member investments of $3,184 million and dealer commercial paper of $1,308 million. The long-term and subordinated scheduled debt obligations over the next 12 months of $3,301 million consist of debt maturities and scheduled debt payment amounts, of which, $198 million was from member investments.

We believe we can continue to roll over our member short-term investments of $3,184 million as of November 30, 2024, based on our expectation that our members will continue to reinvest their excess cash in short-term investment products offered by CFC. As mentioned above, our members historically have maintained a relatively stable level of short-term investments in CFC. Member short-term investments in CFC have averaged $3,481 million over the last 12 fiscal quarter-end reporting periods. Our available liquidity as of November 30, 2024 was $2,397 million in excess of, or 1.5 times over, our total $4,609 million scheduled debt obligations over the next 12 months, excluding member short-term investments. In addition, we expect to receive $1,627 million from scheduled long-term loan principal payments over the next 12 months. Subsequent to Q2 FY2025, our available liquidity increased by $950 million to $7,956 million as a result of an increase in bank commitments under our revolving line of credit agreements and the closing of the Series V committed loan facility under the Guaranteed Underwriter Program, which are discussed in more detail below.

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-quarter 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 the dealer commercial paper outstanding at each quarter-end within a range of $1,000 million to $1,500 million. To mitigate commercial paper rollover risk, we expect to continue to maintain our committed bank revolving line of credit agreements and be in compliance with the covenants of these agreements so we can draw on these facilities, if necessary, to repay dealer or member commercial paper that cannot be refinanced with similar debt. Under master repurchase agreements we have with our bank counter parties, 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 long-term debt in the public capital markets and under our other non-capital market debt arrangements 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.

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. Our debt securities investment portfolio totaled $186 million and $281 million as of November 30, 2024 and May 31, 2024, respectively, and 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 no borrowings under repurchase agreements outstanding as of both November 30, 2024 and May 31, 2024; therefore, we had no debt securities in our investment portfolio pledged as collateral as of each respective date.

Our investment portfolio also included equity securities with a fair value of $13 million and $37 million as of November 30, 2024 and May 31, 2024, respectively, consisting primarily of preferred stock securities that are not as readily redeemable, therefore, we excluded the equity securities from our available liquidity.

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 $18,723 million as of both November 30, 2024 and May 31, 2024, and the aggregate amount available for access totaled $6,473 million and $6,134 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. The total commitment amount under the three-year facility and the four-year facility was $1,345 million and $1,455 million, respectively, resulting in a combined total commitment amount under the two facilities of $2,800 million as of November 30, 2024. 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 17 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, 2024.

Table 17: Committed Bank Revolving Line of Credit Agreements

	November 30, 2024				
(Dollars in millions)	Total Commitment	Letters of Credit Outstanding	Amount Available for Access	Maturity	Annual Facility Fee [(1)]
Bank revolving agreements:					
3-year agreement	$ 150	$ —	$ 150	November 28, 2025	7.5 bps
3-year agreement	1,195	—	1,195	November 28, 2026	7.5 bps
Total 3-year agreement	1,345	—	1,345		
4-year agreement	150	—	150	November 28, 2026	10.0 bps
4-year agreement	1,305	2	1,303	November 28, 2027	10.0 bps
Total 4-year agreement	1,455	2	1,453		
Total	$ 2,800	$ 2	$ 2,798		

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(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, 2024; however, we had letters of credit outstanding of $2 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.

On December 5, 2024, we amended our three-year and four-year committed bank revolving line of credit agreements to extend the maturity dates to November 28, 2027 and November 28, 2028, respectively, and to increase commitments by $250 million (excluding the $150 million commitment termination described below) under each of the three-year and four-year revolving credit agreements. Commitments of $150 million that were scheduled to mature on November 28, 2025 were terminated under the three-year revolving credit agreement and commitments of $150 million will continue to expire at the prior maturity date of November 28, 2026 under the four-year revolving credit agreement. As of the date of this Report, the total commitment amounts under the three-year facility and the four-year facility are $1,595 million and $1,705 million, respectively, with the total commitment amount under the two facilities being $3,300 million, of which $3,298 million was available due to the letters of credit outstanding discussed above.

Guaranteed Underwriter Program Committed Facilities—Secured

Under the Guaranteed Underwriter Program, we can borrow from the FFB 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 15, we had accessed $8,723 million under the Guaranteed Underwriter Program and up to $1,200 million was available for borrowing as of November 30, 2024. Of the $1,200 million available borrowing amount, $750 million is available for advance through July 15, 2027 and $450 million is available for advance through July 15, 2028. 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 $6,263 million as of November 30, 2024.

On December 18, 2024, we closed on a $450 million Series V committed loan facility from the FFB under the Guaranteed Underwriter Program. Pursuant to this facility, we may borrow any time before July 15, 2029. Each advance is subject to quarterly amortization and a final maturity not longer than 30 years from the date of the advance. This new commitment increased the total funding available to CFC under committed loan facilities from the FFB to $1,650 million.

Farmer Mac Revolving Note Purchase Agreement—Secured

We have a revolving note purchase agreement with Farmer Mac which allows us to borrow up to $6,000 million through June 30, 2027, subject to market conditions. The agreement automatically renews annually starting June 30, 2026, unless Farmer Mac provides 425 days' written notice of non-renewal.

Under this agreement, we had outstanding secured notes payable totaling $3,525 million and $3,864 million as of November 30, 2024 and May 31, 2024, respectively. We borrowed $200 million in long-term notes payable and repaid $500 million in short-term notes payable under this note purchase agreement with Farmer Mac during YTD FY2025. As displayed in Table 15, the amount available for borrowing under this agreement was $2,475 million as of November 30, 2024. 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 $159 million to $4,492 million as of November 30, 2024, from $4,333 million as of May 31, 2024, and accounted for 13% of total debt outstanding as of each respective period.

Member investments have historically been our primary source of short-term borrowings. Table 18 displays the composition, by funding source, of our short-term borrowings as of November 30, 2024 and May 31, 2024. As indicated in Table 18, members' investments represented 71% and 77% of our outstanding short-term borrowings as of November 30, 2024 and May 31, 2024, respectively.

Table 18: Short-Term Borrowings—Funding Sources

	November 30, 2024		May 31, 2024	
(Dollars in thousands)	Amount Outstanding	% of Total Short-Term Borrowings	Amount Outstanding	% of Total Short-Term Borrowings
Funding source:				
Members	**$ 3,184,018**	**71 %**	$ 3,328,059	77 %
Farmer Mac notes payable	**—**	**—**	500,000	11
Capital markets	**1,308,385**	**29**	504,631	12
Total	**$ 4,492,403**	**100 %**	$ 4,332,690	100 %

Our intent is to manage our short-term wholesale funding risk by maintaining the dealer commercial paper outstanding at each quarter-end within a range of $1,000 million to $1,500 million, although the intra-quarter amount of dealer commercial paper outstanding may fluctuate based on our liquidity requirements. Dealer commercial paper outstanding was $1,308 million and $505 million as of November 30, 2024 and May 31, 2024, respectively.

See "Note 6—Short-Term Borrowings" in this Report 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 $29,202 million and $28,386 million as of November 30, 2024 and May 31, 2024, respectively, and accounted for 87% of total debt outstanding as of both dates. See Table 19 below for a summary of our long-term and subordinated debt issuances and repayments during YTD FY2025. In addition, during Q2 FY2025, we priced $300 million collateral trust bonds at a fixed rate of 5.23% with weighted average term of 13.3 years in a private placement transaction which will settle on January 23, 2025.

On November 1, 2024, we entered into an agency agreement with InspereX LLC, Citigroup Global Markets Inc., RBC Capital Markets, LLC and Wells Fargo Clearing Services, LLC, as agents, to launch a program through which we may offer and sell, from time to time, an unlimited aggregate principal amount of our subordinated deferrable interest notes ("subordinated notes"). On November 1, 2024, we filed a prospectus supplement with the SEC related to these subordinated notes, which will be issued under our effective shelf registration statement filed with the SEC in October 2023.

The subordinated notes will be unsecured and rank subordinate in right of payment to all of our current and future senior indebtedness. The subordinated notes will be senior to our members' subordinated certificates and rank equal in right of payment and upon liquidation to our outstanding subordinated deferrable debt and any other equally-ranked subordinated notes we may issue.

We had no outstanding subordinated notes as of November 30, 2024 under this new program. Subsequent to Q2 FY2025, we issued a total of $34 million of 30-year subordinated notes under this new program as of the date of this Report.

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 2026; 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 19 summarizes long-term and subordinated debt issuances and repayments during YTD FY2025.

Table 19: Long-Term and Subordinated Debt— Issuances and Repayments

	YTD FY2025	
(Dollars in thousands)	Issuances	Repayments[1]
Debt product type:		
Collateral trust bonds	$ 350,000	$ 5,000
Guaranteed Underwriter Program notes payable	—	228,607
Farmer Mac notes payable	200,000	38,813
Medium-term notes sold to members	69,135	57,897
Medium-term notes sold to dealers	1,309,465	790,416
Members' subordinated certificates	6	2,292
Total	$ 1,928,606	$ 1,123,025

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

Long-Term and Subordinated Debt—Principal Maturity and Amortization

Table 20 summarizes scheduled principal maturity and amortization of our long-term debt, subordinated deferrable debt and members' subordinated certificates outstanding as of November 30, 2024, in each fiscal year during the five-year period ending May 31, 2029, and thereafter.

Table 20: Long-Term and Subordinated Debt—Scheduled Principal Maturities and Amortization[1]

(Dollars in thousands)	Scheduled Amortization[2]	% of Total
Fiscal year ending May 31:		
2025	$ 1,687,049	6 %
2026	3,605,698	12
2027	3,452,289	12
2028	3,032,032	10
2029	2,767,569	9
Thereafter	14,890,973	51
Total	$ 29,435,610	100 %

(1) Amounts presented are based on the face amount of debt outstanding as of November 30, 2024, and therefore does not include related debt issuance costs and discounts.
(2) In addition, member loan subordinated certificates totaling $133 million amortize annually based on the unpaid principal balance of the related loan.

We provide additional information on our financing activities under the above "Consolidated Balance Sheet Analysis—Debt" and in "Note 7—Long-Term Debt" and "Note 8—Subordinated Deferrable Debt" of this Report.

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 $33,694 million as of November 30, 2024, $16,876 million, or 50%, was secured by pledged loans totaling $20,639 million. In comparison, of our total debt outstanding of $32,718 million as of May 31, 2024, $17,095 million, or 52%, was secured by pledged loans totaling $21,403 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 agreement 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 21 displays the collateral coverage ratios pursuant to these secured borrowing agreements as of November 30, 2024 and May 31, 2024.

Table 21: Collateral Pledged

	Requirement Coverage Ratios		Actual Coverage Ratios[1]	
	Minimum Debt Indentures	Maximum Committed Bank Revolving Line of Credit Agreements	November 30, 2024	May 31, 2024
Secured borrowing agreement type:				
Collateral trust bonds 1994 indenture[2]	**100 %**	**150 %**	**167 %**	128 %
Collateral trust bonds 2007 indenture	**100**	**150**	**116**	129
Guaranteed Underwriter Program notes payable	**100**	**150**	**125**	124
Farmer Mac notes payable	**100**	**150**	**123**	115

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

[2]We obtained the required consent for the over-collateralization. Subsequent to November 30, 2024, the revolving credit agreements were amended to exclude collateral pledged under the collateral trust bonds 1994 indenture from the maximum coverage ratio required under the agreements.

Table 22 displays the unpaid principal balance of loans pledged for secured debt, the excess collateral pledged and unencumbered loans as of November 30, 2024 and May 31, 2024.

Table 22: Loans—Unencumbered Loans

(Dollars in thousands)	November 30, 2024	May 31, 2024
Total loans outstanding[1]	**$ 35,598,574**	$ 34,528,184
Less: Loans required to be pledged under secured debt agreements[2]	**(17,070,615)**	(17,293,035)
Loans pledged in excess of required amount[2][3]	**(3,568,580)**	(4,110,051)
Total pledged loans	**(20,639,195)**	(21,403,086)
Unencumbered loans	**$ 14,959,379**	$ 13,125,098
Unencumbered loans as a percentage of total loans outstanding	**42 %**	38 %

[1]Represents the unpaid principal balance of loans as of the end of each period. Excludes unamortized deferred loan origination costs of $15 million and $14 million as of November 30, 2024 and May 31, 2024, respectively.

[2]Reflects unpaid principal balance of pledged loans.

[3]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.

To ensure that we do not fall below the minimum collateral coverage ratio requirement, 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 "Liquidity Risk" and additional information on pledged loans in "Note 4—Loans" in 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 2024 Form 10-K.

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 23 below displays a projection of our primary long-term sources and uses of funds, by quarter, over each of the next six fiscal quarters. Our projection is based on the following, which includes several assumptions: (i) the estimated issuance of long-term debt, including capital market and other non-capital market 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, 2024 and 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, net increases in dealer commercial paper and short-term member investments are intended to serve as a backup source of liquidity.

Table 23: Projected Long-Term Sources and Uses of Funds[(1)]

	Projected Long-Term Sources of Funds			Projected Long-Term Uses of Funds		
(Dollars in millions)	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
Q3 FY2025	$ 1,918	$ 395	$ 2,313	$ 1,454	$ 1,034	$ 2,488
Q4 FY2025	515	406	921	593	747	1,340
Q1 FY2026	699	415	1,114	540	765	1,305
Q2 FY2026	1,495	411	1,906	1,215	761	1,976
Q3 FY2026	1,739	444	2,183	958	794	1,752
Q4 FY2026	1,038	405	1,443	1,041	755	1,796
Total	$ 7,404	$ 2,476	$ 9,880	$ 5,801	$ 4,856	$ 10,657

(1) The dates presented represent the end of each quarterly period through the quarter ended May 31, 2026.

(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 23, we currently project long-term advances of $3,307 million over the next 12 months, which we project will exceed anticipated long-term loan repayments over the same period of $1,627 million, resulting in net long-term loan growth of approximately $1,680 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.

During YTD FY2025, Fitch and S&P affirmed CFC's credit ratings and stable outlook. Table 24 displays our credit ratings as of November 30, 2024, which remain unchanged as of the date of this Report.

Table 24: Credit Ratings

	November 30, 2024		
	Moody's	S&P	Fitch
CFC credit ratings 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**
Rating agency credit opinion/report date	**February 21, 2024**	**November 14, 2024**	**September 19, 2024**

(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—Derivative Counterparty Credit Exposure" above for information on credit rating provisions related to our derivative contracts.

Financial Ratios

Beginning in Q2 FY 2025, we have refined our methodology for calculating the debt-to-equity ratio and adjusted debt-to-equity ratio. We provide a more detailed discussion of the revised debt-to-equity ratio and adjusted debt-to-equity ratio under the section "Non-GAAP Financial Measures and Reconciliations" of this Report.

Our debt-to-equity ratio under the revised methodology was 11.44 and 10.86 as of November 30, 2024 and May 31, 2024, respectively. The increase in the debt-to-equity ratio during YTD FY2025 was due to the combined impact of an increase in debt to fund loan growth and a decrease in total equity resulting from our reported net loss of $20 million for YTD FY2025 and the CFC Board of Directors' authorized patronage capital retirement of $47 million in July 2024.

Our adjusted debt-to-equity ratio under the revised methodology was 7.37 and 7.27 as of November 30, 2024 and May 31, 2024, respectively. The increase in the adjusted debt-to-equity ratio during YTD FY2025 was due to an increase in adjusted total debt outstanding resulting from additional borrowings to fund growth in our loan portfolio, partially offset by an increase in adjusted total equity. The increase in adjusted total equity was primarily due to our adjusted net income of $128 million for YTD FY2025, partially offset by a decrease in equity of $47 million from CFC Board of Directors' authorized patronage capital retirements in July 2024.

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 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, 2024.

As discussed above in "Introduction—Non-GAAP Financial Measures," 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 financial measures disclosed in this Report to the most comparable U.S. GAAP financial measures below in "Non-GAAP Financial Measures and Reconciliations." See "Item 7. MD&A—Non-GAAP Financial Measures and Reconciliations" in our 2024 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 our earnings and overall financial condition as 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 interest rate-sensitive financial assets and our financial liabilities. We use derivatives as a tool in matching the duration and repricing characteristics of our assets and liabilities. We provide additional information on our management of interest rate risk in our 2024 Form 10-K under "Item 7. MD&A—Market Risk—Interest Rate Risk Management." Below we discuss how we manage and measure interest rate risk.

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 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 "Non-GAAP Financial Measures," 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 $1,680 million over the next 12 months. We also expect that our variable-rate line of credit loans outstanding will increase over the same period. The U.S. Treasury curve gradually normalized (upward sloping) in 2024, and is expected to further steepen throughout 2025.

Based on our current baseline forecast assumptions, which includes a total of 75 basis points of federal funds rate cuts from December 2024 through December 2025, we project increases in our reported net interest income and net interest yield over the next 12 months compared to the 12-month period ended November 30, 2024. We also project decreases in our adjusted net interest income and adjusted net interest yield over the next 12 months relative to the 12-month period ended

November 30, 2024, primarily due to the current yield curve assumptions and interest-earning assets repricing faster than our interest-bearing liabilities combined with the impact of lower cost debt maturing in the near term, which will need to be refinanced at a relatively higher interest rate.

Table 25 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, 2024 and May 31, 2024. 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% in a negative interest rate. 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 25: Interest Rate Sensitivity Analysis

	November 30, 2024			May 31, 2024		
Estimated Impact[1]	**+ 100 Basis Points**	**– 100 Basis Points**	**Inverted**	**+ 100 Basis Points**	**– 100 Basis Points**	**Inverted**
Net interest income	**(3.50)%**	**3.59 %**	**(7.36)%**	(3.10)%	3.22 %	(5.12)%
Derivative cash settlements	**11.29 %**	**(11.28)%**	**9.33 %**	11.25 %	(11.25)%	9.31 %
Adjusted net interest income[2]	**7.79 %**	**(7.69)%**	**1.97 %**	8.15 %	(8.04)%	4.20 %

[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 amounts as a component of interest expense in deriving adjusted net interest income. See the section "Non-GAAP Financial Measures and Reconciliations" for a reconciliation of the non-GAAP financial measures presented in this Report to the most comparable U.S. GAAP financial measures.

The changes in the sensitivity measures between November 30, 2024 and May 31, 2024 are primarily attributable to changes in the 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 25 indicate, we would expect an unfavorable impact on our projected net interest income over a 12-month horizon as of November 30, 2024, under the hypothetical scenario of an instantaneous parallel shift of plus 100 basis points in the interest rate yield curve and an inverted yield curve. However, we would expect an unfavorable impact on our adjusted net interest income over a 12-month horizon as of November 30, 2024, under the hypothetical scenario of an instantaneous parallel shift of minus 100 basis points in the interest rate 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 denotes 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 denotes 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 on our consolidated balance sheet as of the reported date, it does not incorporate projected changes on our consolidated balance sheet.

The duration gap widened to positive 3.09 months as of November 30, 2024, from negative 1.13 months as of May 31, 2024 and was within the risk limits and guidelines established by CFC's Asset Liability Committee as of each respective date. The shift to a positive duration gap is primarily due to shorter duration liabilities funding 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.

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 2024 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" in our 2024 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 2024 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.

We discuss the risks and uncertainties related to management's judgments and estimates in applying accounting policies that have been identified as critical accounting estimates under "Item 1A. Risk Factors—Regulatory and Compliance Risks" in our 2024 Form 10-K. We provide additional information on the allowance for credit losses under the section "Credit Risk—Allowance for Credit Losses" and "Note 5—Allowance for Credit Losses" in 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.

NON-GAAP FINANCIAL MEASURES AND RECONCILIATIONS

As discussed above in the section "Introduction—Non-GAAP Financial Measures," in addition to financial measures determined in accordance with U.S. GAAP, management evaluates performance based on certain non-GAAP financial measures, which we refer to as "adjusted" financial measures. Below we provide a reconciliation of our adjusted financial measures presented in this Report to the most comparable U.S. GAAP financial measures. Starting Q2 FY2025, we have refined our methodology for calculating the adjusted debt-to-equity ratio, which we explain in more detail below. For the remaining non-GAAP measures see "Item 7. MD&A—Non-GAAP Financial Measures and Reconciliations" in our 2024 Form 10-K for a discussion of each of these non-GAAP financial measures and an explanation of the adjustments to derive these measures.

Net Income and Adjusted Net Income

Table 26 provides a reconciliation of adjusted interest expense, adjusted net interest income, and adjusted net income to the comparable U.S. GAAP financial measures. These adjusted financial measures are used in the calculation of our adjusted net interest yield and adjusted TIER.

Table 26: Adjusted Net Income

(Dollars in thousands)	Q2 FY2025	Q2 FY2024	YTD FY2025	YTD FY2024
Adjusted net interest income:				
Interest income	**$ 419,877**	$ 388,987	**$ 837,996**	$ 769,943
Interest expense	**(354,443)**	(323,845)	**(710,903)**	(640,126)
Include: Derivative cash settlements interest income[1]	**26,406**	28,767	**58,467**	56,636
Adjusted interest expense	**(328,037)**	(295,078)	**(652,436)**	(583,490)
Adjusted net interest income	**$ 91,840**	$ 93,909	**$ 185,560**	$ 186,453
Adjusted net income:				
Net income (loss)	**$ 144,803**	$ 148,035	**$ (19,523)**	$ 376,319
Exclude: Derivative forward value gains (losses)[2]	**82,632**	78,171	**(147,754)**	240,189
Adjusted net income	**$ 62,171**	$ 69,864	**$ 128,231**	$ 136,130

[1] Represents the net periodic contractual interest income (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 income and 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 income and 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 net income.

TIER and Adjusted TIER

Table 27 displays the calculation of our TIER and adjusted TIER.

Table 27: TIER and Adjusted TIER

	Q2 FY2025	Q2 FY2024	YTD FY2025	YTD FY2024
TIER[(1)]	**1.41**	1.46	**0.97**	1.59
Adjusted TIER[(2)]	**1.19**	1.24	**1.20**	1.23

[(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.

Debt Outstanding and Equity and Adjusted Debt Outstanding and Equity

Adjusted debt-to-equity ratio is one of the key measures in managing our business and is used for: (i) establishing corporate goals; (ii) budgeting and forecasting; and (iii) monitoring our overall leverage and credit ratings. We therefore believe that this adjusted financial measure, in combination with the comparable U.S. GAAP financial measure, is useful to investors in evaluating our financial condition.

Beginning in Q2 FY2025, we have refined our methodology for calculating the adjusted debt-to-equity ratio and have adjusted our internally established adjusted threshold from 6-to-1 to 8.5-to-1. These changes aim to provide a more accurate representation of our financial condition given the continued growth in our loan portfolio, align our methodology more closely with rating agency methodologies and provide a ratio that is consistent with our business objectives. We will continue to assess the appropriateness of our non-GAAP financial measures, which could be subject to change for a variety of reasons, including changes to our strategy or business operations.

Key changes to our methodology included replacing total liabilities with total debt outstanding, which includes our interest-bearing debt and excludes non-interest bearing liabilities, and reducing equity credit for subordinated deferrable debt from 100% to 50%. Table 28 summarizes our prior methodology and revised methodology.

Table 28: Adjusted Total Debt Outstanding and Equity—Prior Versus Revised Methodology

Prior Methodology	Revised Methodology
Adjusted total liabilities:	**Adjusted total debt outstanding:**
Total liabilities	Total debt outstanding[(1)]
Exclude:	Exclude:
Derivative liabilities	—
Debt used to fund loans guaranteed by RUS	—
100% of Subordinated deferrable debt	50% of Subordinated deferrable debt
Members' subordinated certificates	Members' subordinated certificates
Adjusted total liabilities	Adjusted total debt outstanding
Adjusted total equity:	**Adjusted total equity:**
Total equity	Total equity
Exclude:	Exclude:
Period-end cumulative derivative forward value gains	Period-end cumulative derivative forward value gains
AOCI attributable to derivatives	AOCI
Include:	Include:
100% of Subordinated deferrable debt	50% of Subordinated deferrable debt
Members' subordinated certificates	Members' subordinated certificates
Adjusted total equity	Adjusted total equity

[1] Total debt outstanding includes our interest-bearing debt and excludes non-interest bearing liabilities, such as derivative liabilities.

The most directly comparable financial measure calculated and presented in accordance with U.S. GAAP was also revised from total liabilities divided by total equity to total debt outstanding divided by total equity. Prior-period amounts have been recast to reflect the updated presentation for both adjusted debt-to-equity and debt-to-equity ratios.

Members' subordinated certificates are accounted for as debt under U.S. GAAP. These subordinated certificates are held only by our members and are subordinated to all senior and non-member subordinated indebtedness of CFC. The members' subordinated certificates have long-dated maturities and in certain cases pay no interest or pay interest that is below market. Under certain conditions we are prohibited from making interest payments to members on the subordinated certificates. Given the subordinated certificates' equity-like characteristics, we subtract 100% of members' subordinated certificates from total debt outstanding and add them to total equity when calculating our adjusted debt-to-equity ratio.

We issue subordinated deferrable debt in the capital markets with maturities of up to 45 years including the option to defer interest payments. The characteristics of subordination, deferrable interest and long-dated maturity are all equity-like characteristics. Since the subordinated deferrable debt is issued in the capital markets and not just to members of CFC and it ranks higher in subordination compared to members' subordinated certificates, we subtract 50% of our subordinated deferrable debt from total debt outstanding and add it to total equity. This approach more closely aligns with the rating agencies' methodology for calculating the adjusted debt-to-equity ratio.

We record derivative instruments at fair value on our consolidated balance sheets. Our total equity includes the noncash impact of derivative forward value gains (losses) and foreign currency translation adjustments recorded in net income. It also includes as a component of AOCI the impact of changes in the fair value of derivatives designated as cash flow hedges as well as the unrealized losses on the defined benefit pension plan. In evaluating our adjusted debt-to-equity ratio, we make adjustments to equity similar to the adjustments made in calculating TIER. We exclude from total equity the noncash cumulative impact of changes in derivative forward value gains (losses) and foreign currency translation adjustments, and the amounts of AOCI, which reflects management's perspective on our operations and, therefore, we believe, is a useful financial measure for investors.

Table 29 provides a reconciliation between our total debt outstanding and total equity and the adjusted amounts used in the calculation of our adjusted debt-to-equity ratio as of November 30, 2024 and May 31, 2024.

Table 29: Adjusted Total Debt Outstanding and Equity

(Dollars in thousands)	November 30, 2024	May 31, 2024
Adjusted total debt outstanding:		
Total debt outstanding[1]	**$ 33,694,377**	$ 32,718,367
Exclude:		
50% of Subordinated deferrable debt	**643,477**	643,431
Members' subordinated certificates	**1,195,365**	1,197,651
Adjusted total debt outstanding	**$ 31,855,535**	$ 30,877,285
Adjusted total equity:		
Total equity	**$ 2,945,168**	$ 3,012,169
Exclude:		
Prior fiscal year-end cumulative derivative forward value gains[2]	**607,969**	343,098
Year-to-date derivative forward value gains (losses)[2]	**(147,754)**	264,871
Period-end cumulative derivative forward value gains[2]	**460,215**	607,969
Accumulated other comprehensive loss	**(1,342)**	(1,416)
Subtotal	**458,873**	606,553
Include:		
50% of Subordinated deferrable debt	**643,477**	643,431
Members' subordinated certificates	**1,195,365**	1,197,651
Subtotal	**1,838,842**	1,841,082
Adjusted total equity	**$ 4,325,137**	$ 4,246,698

(1) Total debt outstanding includes our interest-bearing debt and excludes non-interest bearing liabilities, such as derivative liabilities.
(2) Represents consolidated total derivative forward value gains (losses).

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

Table 30 displays the calculations of our debt-to-equity and adjusted debt-to-equity ratios as of November 30, 2024 and May 31, 2024.

Table 30: Debt-to-Equity Ratio and Adjusted Debt-to-Equity Ratio

(Dollars in thousands)	November 30, 2024	May 31, 2024
Debt-to equity ratio:		
Total debt outstanding	**$ 33,694,377**	$ 32,718,367
Total equity	**2,945,168**	3,012,169
Debt-to-equity ratio[1]	**11.44**	10.86
Adjusted debt-to-equity ratio:		
Adjusted total debt outstanding[2]	**$ 31,855,535**	$ 30,877,285
Adjusted total equity[2]	**4,325,137**	4,246,698
Adjusted debt-to-equity ratio[3]	**7.37**	7.27

(1) Calculated based on total debt outstanding at period end divided by total equity at period end.
(2) See Table 29 above for details on the calculation of these non-GAAP financial measures and the reconciliation to the most comparable U.S. GAAP financial measures.
(3) Calculated based on adjusted total debt outstanding 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 AOCI. 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 31 provides a reconciliation of members' equity to total CFC equity as of November 30, 2024 and May 31, 2024. We present the components of AOCI in "Note 10—Equity."

Table 31: Members' Equity

(Dollars in thousands)	November 30, 2024	May 31, 2024
Members' equity:		
Total CFC equity	**$ 2,924,581**	$ 2,991,462
Exclude:		
Accumulated other comprehensive loss	**(1,342)**	(1,416)
Period-end cumulative derivative forward value gains attributable to CFC[1]	**458,944**	606,215
Subtotal	**457,602**	604,799
Members' equity	**$ 2,466,979**	$ 2,386,663

[1]Represents period-end cumulative derivative forward value gains for CFC only, as total CFC equity does not include the noncontrolling interest of the variable interest entity, 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 gain amounts as of November 30, 2024 and May 31, 2024 are presented above in Table 29.

Item 1. Financial Statements

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

(Dollars in thousands)	Q2 FY2025	Q2 FY2024	YTD FY2025	YTD FY2024
Interest income	**$ 419,877**	$ 388,987	**$ 837,996**	$ 769,943
Interest expense	**(354,443)**	(323,845)	**(710,903)**	(640,126)
Net interest income	**65,434**	65,142	**127,093**	129,817
Provision for credit losses	**(870)**	(628)	**(1,823)**	(1,428)
Net interest income after provision for credit losses	**64,564**	64,514	**125,270**	128,389
Non-interest income (loss):				
Fee and other income	**5,424**	6,611	**11,092**	11,148
Derivative gains (losses)	**109,038**	106,938	**(89,287)**	296,825
Investment securities gains	**2,097**	1,843	**6,228**	4,776
Total non-interest income (loss)	**116,559**	115,392	**(71,967)**	312,749
Non-interest expense:				
Salaries and employee benefits	**(17,439)**	(16,546)	**(34,627)**	(32,420)
Other general and administrative expenses	**(18,488)**	(14,966)	**(37,592)**	(30,595)
Losses on early extinguishment of debt	**(18)**	(26)	**(40)**	(965)
Other non-interest expense	**(229)**	(250)	**(525)**	(428)
Total non-interest expense	**(36,174)**	(31,788)	**(72,784)**	(64,408)
Income (loss) before income taxes	**144,949**	148,118	**(19,481)**	376,730
Income tax provision	**(146)**	(83)	**(42)**	(411)
Net income (loss)	**144,803**	148,035	**(19,523)**	376,319
Less: Net (income) loss attributable to noncontrolling interests	**(360)**	408	**122**	(19)
Net income (loss) attributable to CFC	**$ 144,443**	$ 148,443	**$ (19,401)**	$ 376,300

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)	Q2 FY2025	Q2 FY2024	YTD FY2025	YTD FY2024
Net income (loss)	**$ 144,803**	$ 148,035	**$ (19,523)**	$ 376,319
Other comprehensive income (loss):				
Changes in unrealized gains on derivative cash flow hedges	**—**	483	**803**	483
Reclassification to earnings of realized gains on derivatives	**(754)**	(159)	**(921)**	(314)
Defined benefit plan adjustments	**96**	53	**192**	106
Other comprehensive income (loss)	**(658)**	377	**74**	275
Total comprehensive income (loss)	**144,145**	148,412	**(19,449)**	376,594
Less: Total comprehensive (income) loss attributable to non-controlling interests	**(360)**	408	**122**	(19)
Total comprehensive income (loss) attributable to CFC	**$ 143,785**	$ 148,820	**$ (19,327)**	$ 376,575

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, 2024	May 31, 2024
Assets:		
Cash and cash equivalents	**$ 347,131**	$ 280,124
Restricted cash	**8,291**	8,217
Total cash, cash equivalents and restricted cash	**355,422**	288,341
Investment securities:		
Debt securities trading, at fair value	**186,140**	281,351
Equity securities, at fair value	**13,448**	36,886
Total investment securities, at fair value	**199,588**	318,237
Loans to members	**35,613,766**	34,542,285
Less: Allowance for credit losses	**(50,549)**	(48,726)
Loans to members, net	**35,563,217**	34,493,559
Accrued interest receivable	**267,786**	190,247
Other receivables	**28,401**	29,240
Fixed assets, net of accumulated depreciation of $87,330 and $83,706 as of November 30, 2024 and May 31, 2024, respectively	**83,395**	85,119
Derivative assets	**527,765**	691,249
Other assets	**86,908**	81,822
Total assets	**$ 37,112,482**	$ 36,177,814
Liabilities:		
Accrued interest payable	**$ 284,500**	$ 263,372
Debt outstanding:		
Short-term borrowings	**4,492,403**	4,332,690
Long-term debt	**26,719,656**	25,901,165
Subordinated deferrable debt	**1,286,953**	1,286,861
Members' subordinated certificates:		
Membership subordinated certificates	**628,631**	628,625
Loan and guarantee subordinated certificates	**320,571**	322,863
Member capital securities	**246,163**	246,163
Total members' subordinated certificates	**1,195,365**	1,197,651
Total debt outstanding	**33,694,377**	32,718,367
Patronage capital retirement payable		—
Deferred income	**31,411**	33,356
Derivative liabilities	**65,961**	80,988
Other liabilities	**91,065**	69,562
Total liabilities	**34,167,314**	33,165,645
Equity:		
CFC equity:		
Retained equity	**2,925,923**	2,992,878
Accumulated other comprehensive loss	**(1,342)**	(1,416)
Total CFC equity	**2,924,581**	2,991,462
Noncontrolling interests	**20,587**	20,707
Total equity	**2,945,168**	3,012,169
Total liabilities and equity	**$ 37,112,482**	$ 36,177,814

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)

(Dollars in thousands)	Membership Fees and Educational Fund	Patronage Capital Allocated	Members' Capital Reserve	Unallocated Net Income	CFC Retained Equity	Accumulated Other Comprehensive Income (Loss)	Total CFC Equity	Non-controlling Interests	Total Equity
Q2 FY2025									
Balance as of August 31, 2024	**$ 3,111**	**$ 881,386**	**$1,455,564**	**$ 441,662**	**$2,781,723**	**$ (684)**	**$2,781,039**	**$ 20,225**	**$2,801,264**
Net income	**—**	**—**	**—**	**144,443**	**144,443**	**—**	**144,443**	**360**	**144,803**
Other comprehensive loss	**—**	**—**	**—**	**—**	**—**	**(658)**	**(658)**	**—**	**(658)**
Other	**(243)**	**—**	**—**	**—**	**(243)**	**—**	**(243)**	**2**	**(241)**
Balance as of November 30, 2024	**$ 2,868**	**$ 881,386**	**$1,455,564**	**$ 586,105**	**$2,925,923**	**$ (1,342)**	**$2,924,581**	**$ 20,587**	**$2,945,168**
YTD FY2025									
Balance as of May 31, 2024	**$ 3,576**	**$ 928,232**	**$1,455,564**	**$ 605,506**	**$2,992,878**	**$ (1,416)**	**$2,991,462**	**$ 20,707**	**$3,012,169**
Net loss	**—**	**—**	**—**	**(19,401)**	**(19,401)**	**—**	**(19,401)**	**(122)**	**(19,523)**
Other comprehensive income	**—**	**—**	**—**	**—**	**—**	**74**	**74**	**—**	**74**
Patronage capital retirement	**—**	**(46,846)**	**—**	**—**	**(46,846)**	**—**	**(46,846)**	**—**	**(46,846)**
Other	**(708)**	**—**	**—**	**—**	**(708)**	**—**	**(708)**	**2**	**(706)**
Balance as of November 30, 2024	**$ 2,868**	**$ 881,386**	**$1,455,564**	**$ 586,105**	**$2,925,923**	**$ (1,342)**	**$2,924,581**	**$ 20,587**	**$2,945,168**

(Dollars in thousands)	Membership Fees and Educational Fund	Patronage Capital Allocated	Members' Capital Reserve	Unallocated Net Income	CFC Retained Equity	Accumulated Other Comprehensive Income	Total CFC Equity	Non-controlling Interests	Total Equity
Q2 FY2024									
Balance as of August 31, 2023	$ 3,085	$ 934,135	$1,202,152	$ 569,772	$2,709,144	$ 8,241	$2,717,385	$ 30,542	$2,747,927
Net income (loss)	—	—	—	148,443	148,443	—	148,443	(408)	148,035
Other comprehensive income	—	—	—	—	—	377	377	—	377
Other	(199)	—	—	—	(199)	—	(199)	—	(199)
Balance as of November 30, 2023	$ 2,886	$ 934,135	$1,202,152	$ 718,215	$2,857,388	$ 8,618	$2,866,006	$ 30,134	$2,896,140
YTD FY2024									
Balance as of May 31, 2023	$ 3,534	$1,006,115	$1,202,152	$ 341,915	$2,553,716	$ 8,343	$2,562,059	$ 27,190	$2,589,249
Net income	—	—	—	376,300	376,300	—	376,300	19	376,319
Other comprehensive income	—	—	—	—	—	275	275	—	275
Patronage capital retirement	—	(71,980)	—	—	(71,980)	—	(71,980)	—	(71,980)
Other	(648)	—	—	—	(648)	—	(648)	2,925	2,277
Balance as of November 30, 2023	$ 2,886	$ 934,135	$1,202,152	$ 718,215	$2,857,388	$ 8,618	$2,866,006	$ 30,134	$2,896,140

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

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

(Dollars in thousands)	YTD FY2025	YTD FY2024
Cash flows from operating activities:		
Net income (loss)	**$ (19,523)**	$ 376,319
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Amortization of deferred loan fees	**(1,579)**	(3,313)
Amortization of debt issuance costs and discounts	**16,440**	14,441
Amortization of guarantee fee	**9,745**	10,293
Depreciation and amortization	**6,160**	5,339
Provision for credit losses	**1,823**	1,428
Loss on early extinguishment of debt	**40**	965
Unrealized gains on equity and debt securities	**(7,070)**	(7,763)
Derivative forward value (gains) losses	**147,754**	(240,189)
Advances on loans held for sale	**(193,500)**	(103,000)
Proceeds from sales of loans held for sale	**194,000**	103,000
Changes in operating assets and liabilities:		
Accrued interest receivable	**(77,539)**	(15,768)
Accrued interest payable	**21,128**	24,101
Deferred income	**(366)**	162
Other	**3,027**	(19,730)
Net cash provided by operating activities	**100,540**	146,285
Cash flows from investing activities:		
Advances on loans held for investment, net	**(1,070,890)**	(1,019,856)
Investments in fixed assets, net	**(2,378)**	(2,683)
Investments in time deposits	**—**	(400,000)
Proceeds from sales and maturities of trading securities	**99,877**	98,276
Proceeds from redemption of equity securities	**25,000**	—
Net cash used in investing activities	**(948,391)**	(1,324,263)
Cash flows from financing activities:		
Proceeds from short-term borrowings ≤ 90 days, net	**761,284**	142,262
Proceeds from short-term borrowings with original maturity > 90 days	**1,014,796**	1,907,790
Repayments of short-term borrowings with original maturity > 90 days	**(1,616,367)**	(1,434,744)
Payments for issuance costs for revolving bank lines of credit	**—**	(2,520)
Proceeds from issuance of long-term debt, net of discount and issuance costs	**1,925,084**	1,746,718
Payments for retirement of long-term debt	**(1,120,733)**	(1,065,348)
Payments for issuance costs for subordinated deferrable debt	**—**	(185)
Payments for retirement of subordinated deferrable debt	**—**	(100,000)
Proceeds from issuance of members' subordinated certificates	**6**	98
Payments for retirement of members' subordinated certificates	**(2,292)**	(14,405)
Payments for retirement of patronage capital	**(46,846)**	(69,053)
Net cash provided by financing activities	**914,932**	1,110,613
Net increase (decrease) in cash, cash equivalents and restricted cash	**67,081**	(67,365)
Beginning cash, cash equivalents and restricted cash	**288,341**	207,237
Ending cash, cash equivalents and restricted cash	**$ 355,422**	$ 139,872
Supplemental disclosure of cash flow information:		
Cash paid for interest	**$ 671,002**	$ 605,943
Cash paid for income taxes	**432**	361

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 and associates 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.

National Cooperative Services Corporation ("NCSC") is a taxable cooperative incorporated in 1981 in the District of Columbia as a member-owned cooperative association. NCSC's principal purpose is to provide financing to its members and associates, which consists of two classes: NCSC electric and NCSC telecommunications. NCSC electric members and associates consist of members of CFC, entities eligible to be members of CFC, government or quasi-government entities that own electric utility systems that meet the Rural Electrification Act definition of "rural," and the for-profit and not-for-profit entities that are owned, operated or controlled by, or provide significant benefit to, certain members of CFC. NCSC telecommunication ("telecom") members and associates consist of rural telecommunications members and their affiliates.

Cooperative Securities LLC ("Cooperative Securities") is a limited liability company organized and incorporated in 2021 in Delaware and a wholly-owned subsidiary of NCSC. Cooperative Securities is a broker-dealer registered with the U.S. Securities and Exchange Commission ("SEC"), and is a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. Cooperative Securities provides institutional debt placement services, which may include advising, arranging and structuring private debt financing transactions, for NCSC's members, and for-profit and not-for-profit entities that are owned, operated or controlled by, or provide a significant benefit to certain rural utility providers.

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. NCSC is a VIE that is required to be consolidated by CFC. Prior to December 1, 2023, Rural Telephone Finance Cooperative ("RTFC") qualified as a VIE that was required to be consolidated by CFC. RTFC was a taxable Subchapter T cooperative association that provided financing for its rural telecommunications members and their affiliates. RTFC was dissolved following the sale of RTFC's business to NCSC (hereon referred to as the "RTFC sale transaction"), which was completed on December 1, 2023. For additional discussion of the "RTFC Sale Transaction," see "Note 1—Summary of Significant Accounting Policies" in our Annual Report on Form 10-K for the fiscal year ended May 31, 2024 ("2024 Form 10-K").

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, 2024 (“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 our 2024 Form 10-K.

Our fiscal year begins on June 1 and ends on May 31. References to “Q2 FY2025” and “YTD FY2025” refer to three and six months ended November 30, 2024, respectively. References to“Q2 FY2024” and “YTD FY2024” refer to three and six months ended November 30, 2023, respectively.

Leases

Our lease program is intended to provide equipment financing for leased assets, such as vehicles, to our members. We determine whether an arrangement is a lease and the lease classification under ASC Topic 842, *Leases* at lease inception for all lease transactions with an initial term greater than one year. We recorded a total finance lease liability of $6 million and $3 million as of November 30, 2024 and May 31, 2024, respectively, which were included in other liabilities on the consolidated balance sheets. Interest expenses and variable lease cost from the finance leases were not material for Q2 FY2025, Q2 FY2024, YTD FY2025 and YTD FY2024. We recorded a total net investment in leases for sales-type leases of $6 million and $3 million as of November 30, 2024 and May 31, 2024, respectively, which were included in other assets on the consolidated balance sheets. Interest income and variable lease payment income from the sales-type leases were not material for Q2 FY2025, Q2 FY2024, YTD FY2025 and YTD FY2024.

New Accounting Standards Issued But Not Yet Adopted

Income Statement —Expense Disaggregation Disclosures

In November 2024, the FASB issued Accounting Standards Update (“ASU”) 2024-03, *Income Statement —Reporting Comprehensive Income — Expense Disaggregation Disclosures (Subtopic 220-40)*. The amendments require public entities to disclose, in interim and annual reporting periods, additional information about certain expenses in notes to financial statements, including purchases of inventory, employee compensation, depreciation, intangible asset amortization, and other specific expense categories. ASU 2024-03 is effective for public business entities for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027, with early adoption permitted. Upon adoption, ASU 2024-03 should be applied on a prospective basis, while retrospective application is also permitted. We expect to adopt the guidance in our annual report for the fiscal year ended May 31, 2028, and the interim disclosure requirements in the quarterly report for the quarter ended August 31, 2028. We are currently in the process of reviewing the guidance and evaluating its impact on our consolidated financial statements and related disclosures.

Segment Reporting—Improvements to Reportable Segment Disclosures

In November 2023, the FASB issued ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures,* which introduced key amendments to enhance disclosures for public entities’ reportable segments. The amendments require disclosure of significant segment expenses that are regularly provided to the chief operating decision maker (“CODM”) and included within each reported measure of segment profit or loss, an amount and description of its composition for other segment items to reconcile to segment profit or loss, and the title and position of the entity’s CODM. The amendments also expand the interim segment disclosure requirements. ASU 2023-07 is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted and requires retrospective application to all prior periods presented in the financial statements. We expect to adopt the guidance in our annual report for the fiscal year ended May 31, 2025, and the interim disclosure requirements in the quarterly report for the quarter ended August 31, 2025. We are currently in the process of reviewing the guidance and evaluating its impact on our consolidated financial statements and related disclosures.

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Disclosure Improvements—Codification Amendment in Response to the SEC's Disclosure Update and Simplification Initiative

In October 2023, the FASB issued ASU 2023-06, *Disclosure Improvements—Codification Amendment in Response to the SEC's Disclosure Update and Simplification Initiative*. The amendments in this update modify the disclosure or presentation requirements of a variety of Topics in the Accounting Standards Codification ("ASC") in response to the SEC's Release No. 33-10532, Disclosure Update and Simplification Initiative, and align the ASC's requirements with the SEC's regulations. For entities subject to the SEC's existing disclosure requirements, the effective date for each amendment will be the date on which the SEC's removal of that related disclosure from Regulation S-X or Regulation S-K becomes effective. However, if by June 30, 2027, the SEC has not removed the related disclosure from its regulations, the amendments will be removed from the Codification and not become effective. Early adoption is prohibited. We are currently in the process of evaluating the impact of the amendment on our consolidated financial statements and related disclosures.

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 in our consolidated statements of operations.

Table 2.1: Interest Income and Interest Expense

(Dollars in thousands)	Q2 FY2025	Q2 FY2024	YTD FY2025	YTD FY2024
Interest income:				
Loans[1]	**$ 416,024**	$ 382,010	**$ 830,724**	$ 757,578
Cash, time deposits and investment securities	**3,853**	6,977	**7,272**	12,365
Total interest income	**419,877**	388,987	**837,996**	769,943
Interest expense:[2][3]				
Short-term borrowings	**42,247**	63,030	**96,647**	121,424
Long-term debt	**277,423**	227,476	**544,391**	451,452
Subordinated debt	**34,773**	33,339	**69,865**	67,250
Total interest expense	**354,443**	323,845	**710,903**	640,126
Net interest income	**$ 65,434**	$ 65,142	**$ 127,093**	$ 129,817

(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 premiums, 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 $31 million and $33 million as November 30, 2024 and May 31, 2024, respectively, consists primarily of deferred loan conversion fees that totaled $22 million and $24 million as of November 30, 2024 and May 31, 2024, respectively.

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, 2024 and May 31, 2024.

Table 3.1: Investments in Debt Securities, at Fair Value

(Dollars in thousands)	November 30, 2024	May 31, 2024
Debt securities, at fair value:		
Corporate debt securities	**$ 166,104**	$ 246,041
Commercial agency mortgage-backed securities (“MBS”)[(1)]	**2,924**	6,663
U.S. state and municipality debt securities	**5,780**	8,179
Other asset-backed securities[(2)]	**11,332**	20,468
Total debt securities trading, at fair value	**$ 186,140**	$ 281,351

[(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 gains on our debt securities of $2 million and $6 million for Q2 FY2025 and YTD FY2025, respectively. We recognized net unrealized gains of $5 million and $7 million for Q2 FY2024 and YTD FY2024, respectively.

We sold $14 million in principal amount of debt securities during YTD FY2025 and realized gains on the sale of these securities of less than $1 million during the period. We did not sell any debt securities during Q2 FY2025 or YTD FY2024; therefore, no realized gains or losses were recorded during the periods for sale of securities.

Equity Securities

The following table presents the composition of our equity security holdings and the fair value as of November 30, 2024 and May 31, 2024.

Table 3.2: Investments in Equity Securities, at Fair Value

(Dollars in thousands)	November 30, 2024	May 31, 2024
Equity securities, at fair value:		
Farmer Mac—Series C non-cumulative preferred stock	**$ —**	$ 25,130
Farmer Mac—Class A common stock	**13,448**	11,756
Total equity securities, at fair value	**$ 13,448**	$ 36,886

On July 18, 2024, Farmer Mac redeemed its Series C noncumulative preferred stock at a redemption price of $25.00 per share, plus any declared and unpaid dividends through and including the redemption date. We recorded an immaterial loss as part of this transaction.

We recognized net unrealized gains on our equity securities of $1 million and $2 million for Q2 FY2025 and YTD FY2025, respectively. We recognized net unrealized losses on our equity securities of $1 million and net unrealized gains of less than $1 million for Q2 FY2024 and YTD FY2024, respectively.

NOTE 4—LOANS

Our loan portfolio is segregated into segments by borrower member class, which is based on the utility sector of the borrowers because the key operational, infrastructure, regulatory, environmental, customer and financial risks of each sector are similar in nature. Total loan portfolio member class consists of CFC distribution, CFC power supply, CFC statewide and associate, NCSC electric and NCSC telecom. 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 generally revolving loan facilities and 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, net 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, 2024 and May 31, 2024.

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

	November 30, 2024		May 31, 2024	
(Dollars in thousands)	Amount	% of Total	Amount	% of Total
Member class:				
CFC:				
Distribution	**$ 28,115,223**	**79 %**	$ 27,104,463	78 %
Power supply	**5,625,838**	**16**	5,641,898	16
Statewide and associate	**269,295**	**—**	237,346	1
Total CFC	**34,010,356**	**95**	32,983,707	95
NCSC:				
Electric	**981,175**	**3**	945,880	3
Telecom	**607,043**	**2**	598,597	2
Total NCSC	**1,588,218**	**5 %**	1,544,477	5 %
Total loans outstanding[1]	**35,598,574**	**100**	34,528,184	100
Deferred loan origination costs—CFC[2]	**15,192**	**—**	14,101	—
Loans to members	**$ 35,613,766**	**100 %**	$ 34,542,285	100 %
Loan type:				
Long-term loans:				
Fixed rate	**$ 30,758,120**	**86 %**	$ 30,266,043	88 %
Variable rate	**904,653**	**3**	839,458	2
Total long-term loans	**31,662,773**	**89**	31,105,501	90
Lines of credit	**3,935,801**	**11**	3,422,683	10
Total loans outstanding[1]	**35,598,574**	**100**	34,528,184	100
Deferred loan origination costs—CFC[2]	**15,192**	**—**	14,101	—
Loans to members	**$ 35,613,766**	**100 %**	$ 34,542,285	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 at CFC segment.

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 $194 million and $103 million during YTD FY2025 and YTD FY2024, 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 loans held for sale totaling $2 million as of November 30, 2024. We had loans held for sale totaling $3 million as of May 31, 2024, which were sold at par for cash during YTD FY2025.

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 on loans totaled $231 million and $147 million as of November 30, 2024 and May 31, 2024, respectively. 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 loans outstanding. 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 $34,992 million and $33,930 million as of November 30, 2024 and May 31, 2024, respectively, accounted for 98% of total loans outstanding as of each respective date. The remaining loans outstanding in our portfolio were to members, affiliates and associates in the telecommunications industry. Our credit exposure is partially mitigated by long-term loans guaranteed by RUS, which totaled $110 million and $114 million as of November 30, 2024 and May 31, 2024, respectively.

Single-Obligor Concentration

The outstanding loan exposure for our 20 largest borrowers totaled $6,959 million and $6,851 million as of November 30, 2024 and May 31, 2024, respectively, representing 20% of total loans outstanding as of each respective date. Our 20 largest borrowers consisted of 13 distribution systems and seven power supply systems as of both November 30, 2024 and May 31, 2024. The largest total outstanding exposure to a single borrower or controlled group represented approximately 1% of total loans outstanding as of both November 30, 2024 and May 31, 2024.

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 $360 million and $370 million as of November 30, 2024 and May 31, 2024, respectively. Loan exposure to our 20 largest borrowers covered under the Farmer Mac agreement totaled $154 million and $226 million as of November 30, 2024 and May 31, 2024, respectively, which reduced our exposure to the 20 largest borrowers to 19% of our total loans outstanding 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, 2024.

Geographic Concentration

Although our organizational structure and mission result 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 893 and 885 as of November 30, 2024 and May 31, 2024, respectively, located in 49 states and the District of Columbia. Of the 893 and 885 borrowers with loans outstanding, 49 and 50 were electric power supply borrowers as of November 30, 2024 and May 31, 2024, respectively. 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, 2024 and May 31, 2024, as well as the largest concentration of loan exposure. The following table presents the Texas-based number of borrowers and loans outstanding by legal entity and member class, as of November 30, 2024 and May 31, 2024.

Table 4.2: Loan Exposure to Texas-Based Borrowers

	November 30, 2024			May 31, 2024		
(Dollars in thousands)	Number of Borrowers	Amount	% of Total	Number of Borrowers	Amount	% of Total
Member class:						
CFC:						
Distribution	**57**	**$ 4,716,363**	**13 %**	57	$ 4,518,859	13 %
Power supply	**6**	**1,166,623**	**4**	6	1,148,100	4
Statewide and associate	**1**	**83,755**	**—**	1	75,089	—
Total CFC	**64**	**5,966,741**	**17**	64	5,742,048	17
NCSC:						
Electric	**1**	**9,467**	—	1	15,067	—
Telecom	**2**	**12,196**	—	2	11,426	—
Total NCSC	**3**	**21,663**	—	3	26,493	—
Total loan exposure to Texas-based borrowers	**67**	**5,988,404**	**17**	67	5,768,541	17
Less: Loans covered under Farmer Mac standby purchase commitment		**(124,017)**	**—**		(126,185)	—
Net loan exposure to Texas-based borrowers		**$ 5,864,387**	**17 %**		$ 5,642,356	17 %

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, modifications to borrowers experiencing financial difficulty, 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, 2024 and May 31, 2024.

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Table 4.3: Payment Status of Loans Outstanding

	November 30, 2024					
(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	**$ 28,115,223**	**$ —**	**$ —**	**$ —**	**$ 28,115,223**	**$ —**
Power supply	**5,625,838**	**—**	**—**	**—**	**5,625,838**	**48,669**
Statewide and associate	**269,295**	**—**	**—**	**—**	**269,295**	**—**
Total CFC	**34,010,356**	**—**	**—**	**—**	**34,010,356**	**48,669**
NCSC:						
Electric	**976,792**	**—**	**4,383**	**4,383**	**981,175**	**—**
Telecom	**607,043**	**—**	**—**	**—**	**607,043**	**—**
Total NCSC	**1,583,835**	**—**	**4,383**	**4,383**	**1,588,218**	**—**
Total loans outstanding	**$ 35,594,191**	**$ —**	**$ 4,383**	**$ 4,383**	**$ 35,598,574**	**$ 48,669**
Percentage of total loans	**99.99 %**	**— %**	**0.01 %**	**0.01 %**	**100.00 %**	**0.14 %**

	May 31, 2024					
(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	$ 27,104,463	$ —	$ —	$ —	$ 27,104,463	$ —
Power supply	5,641,898	—	—	—	5,641,898	48,669
Statewide and associate	237,346	—	—	—	237,346	—
Total CFC	32,983,707	—	—	—	32,983,707	48,669
NCSC:						
Electric	945,880	—	—	—	945,880	—
Telecom	598,597	—	—	—	598,597	—
Total NCSC	1,544,477	—	—	—	1,544,477	—
Total loans outstanding	$ 34,528,184	$ —	$ —	$ —	$ 34,528,184	$ 48,669
Percentage of total loans	100.00 %	— %	— %	— %	100.00 %	0.14 %

We had a power supply loan outstanding of $49 million on nonaccrual status as of both November 30, 2024 and May 31, 2024.

Loan Modifications to Borrowers Experiencing Financial Difficulty

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. Therefore, as part of our loss mitigation efforts, we may provide modifications to a borrower experiencing financial difficulty to improve long-term collectability of the loan and to avoid the need for exercising remedies. We consider the impact of all loan modifications when estimating the credit quality of our loan portfolio and establishing the allowance for credit losses.

We had no loan modifications to borrowers experiencing financial difficulty entered during Q2 FY2025 and YTD FY2025. We had one loan modification to an NCSC telecom borrower experiencing financial difficulty entered during Q2 FY2024 and YTD FY2024. This loan received a term extension and had an amortized cost of $3 million, representing 1% of the NCSC telecom loan portfolio as of November 30, 2023. The loan has been performing in accordance with the terms of the loan agreement after the modification. There were no unadvanced loan commitments related to this loan as of November 30, 2024 and May 31, 2024.

Nonperforming Loans

We had a loan to one CFC electric power supply borrower of $49 million classified as nonperforming, which represented 0.14% of total loans outstanding as of both November 30, 2024 and May 31, 2024. In December 2024, we received a $6 million payment on this nonperforming loan which reduced its outstanding balance to $43 million.

Net Charge-Offs

We had no charge-offs during YTD FY2025 and YTD FY2024. We recorded $1 million in net loan recoveries to previously charged-off loan amounts related to two CFC electric power supply loans during YTD FY2024, which resulted in an annualized net recovery rate of 0.01% for YTD FY2024. Prior to the two CFC electric power supply loan defaults in fiscal years 2021 and 2022, 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 the 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 4.4 displays total loans outstanding, by borrower risk rating category and by legal entity and member class, as of November 30, 2024 and May 31, 2024. 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, 2024 and May 31, 2024, by fiscal year of origination for each year during the five-year annual reporting period beginning in fiscal year 2021 and 2020, and in the aggregate for periods prior to fiscal year 2021 and 2020, respectively. 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. 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 4.4 below, term loan advances made to borrowers prior to fiscal year 2021 totaled $19,138 million, representing 54% of our total loans outstanding as of November 30, 2024. In comparison, term loan advances made to borrowers prior to fiscal year 2020 totaled $17,519 million, representing 51% of our total loans outstanding as of May 31, 2024. The average remaining maturity of our long-term loans, which accounted for 89% and 90% of total loans outstanding as of November 30, 2024 and May 31, 2024, respectively, was 19 years, as of each respective date.

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Table 4.4: Loans Outstanding by Borrower Risk Ratings and Origination Year

	November 30, 2024							
	Term Loans by Fiscal Year of Origination							
(Dollars in thousands)	YTD Q2 FY2025	2024	2023	2022	2021	Prior	Revolving Loans	Total
Pass								
CFC:								
Distribution	$ 1,038,094	$2,498,830	$2,349,699	$2,295,537	$1,566,700	$ 15,486,191	$2,697,038	$ 27,932,089
Power supply	118,152	503,430	447,954	312,493	520,135	2,937,207	737,798	5,577,169
Statewide and associate	—	36,548	58,340	13,074	1,553	25,205	122,982	257,702
Total CFC	1,156,246	3,038,808	2,855,993	2,621,104	2,088,388	18,448,603	3,557,818	33,766,960
NCSC:								
Electric	14,092	123,696	253,270	17,165	4,525	405,794	162,633	981,175
Telecom	36,262	134,826	43,847	69,306	58,262	204,264	57,501	604,268
Total NCSC	50,354	258,522	297,117	86,471	62,787	610,058	220,134	1,585,443
Total pass	$ 1,206,600	$3,297,330	$3,153,110	$2,707,575	$2,151,175	$ 19,058,661	$3,777,952	$ 35,352,403
Special mention								
CFC:								
Distribution	$ —	$ 363	$ 4,156	$ —	$ 4,628	$ 16,138	$ 157,849	$ 183,134
Statewide and associate	—	—	—	—	—	11,593	—	11,593
Total CFC	—	363	4,156	—	4,628	27,731	157,849	194,727
NCSC telecom	—	—	—	—	—	2,775	—	2,775
Total special mention	$ —	$ 363	$ 4,156	$ —	$ 4,628	$ 30,506	$ 157,849	$ 197,502
Substandard								
Total substandard	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —
Doubtful								
CFC power supply	$ —	$ —	$ —	$ —	$ —	$ 48,669	$ —	$ 48,669
Total doubtful	$ —	$ —	$ —	$ —	$ —	$ 48,669	$ —	$ 48,669
Total criticized loans	$ —	$ 363	$ 4,156	$ —	$ 4,628	$ 79,175	$ 157,849	$ 246,171
Total loans outstanding	$ 1,206,600	$3,297,693	$3,157,266	$2,707,575	$2,155,803	$ 19,137,836	$3,935,801	$ 35,598,574

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	May 31, 2024							
	Term Loans by Fiscal Year of Origination							
(Dollars in thousands)	2024	2023	2022	2021	2020	Prior	Revolving Loans	Total
Pass								
CFC:								
Distribution	$ 2,523,296	$2,370,847	$2,328,295	$1,589,581	$1,766,002	$14,117,758	$2,223,311	$26,919,090
Power supply	509,948	454,010	321,289	536,052	170,017	2,866,848	735,065	5,593,229
Statewide and associate	36,794	59,348	13,174	1,684	11,123	16,534	86,796	225,453
Total CFC	3,070,038	2,884,205	2,662,758	2,127,317	1,947,142	17,001,140	3,045,172	32,737,772
NCSC:								
Electric	76,061	256,974	17,606	4,914	183,510	249,338	157,477	945,880
Telecom	139,732	46,632	74,222	63,580	22,730	188,462	60,209	595,567
Total NCSC	215,793	303,606	91,828	68,494	206,240	437,800	217,686	1,541,447
Total pass	$ 3,285,831	$3,187,811	$2,754,586	$2,195,811	$2,153,382	$17,438,940	$3,262,858	$34,279,219
Special mention								
CFC:								
Distribution	$ 364	$ 4,170	$ —	$ 4,658	$ —	$ 16,356	$ 159,825	$ 185,373
Statewide and associate	—	—	—	—	—	11,893	—	11,893
Total CFC	364	4,170	—	4,658	—	28,249	159,825	197,266
NCSC telecom	—	—	—	—	—	3,030	—	3,030
Total special mention	$ 364	$ 4,170	$ —	$ 4,658	$ —	$ 31,279	$ 159,825	$ 200,296
Substandard								
Total substandard	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —
Doubtful								
CFC Power supply	$ —	$ —	$ —	$ —	$ —	$ 48,669	$ —	$ 48,669
Total doubtful	$ —	$ —	$ —	$ —	$ —	$ 48,669	$ —	$ 48,669
Total criticized loans	$ 364	$ 4,170	$ —	$ 4,658	$ —	$ 79,948	$ 159,825	$ 248,965
Total loans outstanding	$ 3,286,195	$3,191,981	$2,754,586	$2,200,469	$2,153,382	$17,518,888	$3,422,683	$34,528,184

Criticized loans totaled $246 million and $249 million as of November 30, 2024 and May 31, 2024, respectively, and represented approximately 1% of total loans outstanding as of each respective date. The decrease of $3 million in criticized loans was primarily due to a decrease in loans outstanding for one CFC electric distribution borrower in the special mention category during YTD FY2025. Each of the borrowers with loans outstanding in the criticized category was current with regard to all principal and interest amounts due to us as of November 30, 2024 and May 31, 2024.

Special Mention

One CFC electric distribution borrower with loans outstanding of $183 million and $185 million as of November 30, 2024 and May 31, 2024, respectively, accounted for the substantial majority of loans in the special mention loan category amount of $198 million and $200 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 continue to 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.

Substandard

We did not have any loans classified as substandard as of November 30, 2024 or May 31, 2024.

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Doubtful

We had one loan outstanding classified as doubtful totaling $49 million to a CFC electric power supply borrower as of both November 30, 2024 and May 31, 2024. In December 2024, we received a $6 million payment on this loan which reduced its outstanding balance to $43 million.

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, 2024 and May 31, 2024.

Table 4.5: Unadvanced Commitments by Member Class and Loan Type[(1)]

(Dollars in thousands)	November 30, 2024	May 31, 2024
Member class:		
CFC:		
Distribution	**$ 11,627,973**	$ 11,174,041
Power supply	**5,134,490**	4,519,150
Statewide and associate	**216,219**	254,250
Total CFC	**16,978,682**	15,947,441
NCSC:		
Electric	**450,733**	622,125
Telecom	**434,716**	423,796
Total NCSC	**885,449**	1,045,921
Total unadvanced commitments	**$ 17,864,131**	$ 16,993,362
Loan type:[(2)]		
Long-term loans:		
Fixed rate	**$ —**	$ —
Variable rate	**7,182,844**	6,880,295
Total long-term loans	**7,182,844**	6,880,295
Lines of credit	**10,681,287**	10,113,067
Total unadvanced commitments	**$ 17,864,131**	$ 16,993,362

(1) Excludes the portion of any commitment to advance funds under swingline loan facilities in excess of CFC's total commitment amount in a syndicated credit facility. Other syndicate lenders have an absolute obligation to acquire participations in such swingline loans upon CFC's election, including during a default by the borrower.
(2) 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, 2024, and the related maturities in each fiscal year during the five-year period ended May 31, 2029, and thereafter.

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Table 4.6: Unadvanced Loan Commitments

(Dollars in thousands)	Available Balance	Notional Maturities of Unadvanced Loan Commitments 2025	2026	2027	2028	2029	Thereafter
Line of credit loans	**$10,681,287**	**$ 530,818**	**$ 4,618,207**	**$ 1,455,639**	**$ 1,661,746**	**$ 1,487,630**	**$ 927,247**
Long-term loans	**7,182,844**	**354,953**	**676,970**	**961,097**	**1,459,211**	**2,845,105**	**885,508**
Total	**$17,864,131**	**$ 885,771**	**$ 5,295,177**	**$ 2,416,736**	**$ 3,120,957**	**$ 4,332,735**	**$1,812,755**

Unadvanced line of credit commitments accounted for 60% of total unadvanced loan commitments as of November 30, 2024. 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 when a material adverse change has occurred.

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 $17,864 million as of November 30, 2024 is not necessarily representative of our future funding requirements.

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 $7,183 million will be advanced prior to the expiration of the commitment.

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 $14,461 million and $13,379 million as of November 30, 2024 and May 31, 2024, 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 $3,403 million and $3,614 million as of November 30, 2024 and May 31, 2024, respectively. 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, 2024, and the related maturity amounts in each fiscal year during the five-year period ending May 31, 2029, and thereafter.

Table 4.7: Unconditional Committed Lines of Credit—Available Balance

(Dollars in thousands)	Available Balance	Notional Maturities of Unconditional Committed Lines of Credit					
		2025	2026	2027	2028	2029	Thereafter
Committed lines of credit	**$ 3,402,684**	**$ —**	**$ 208,565**	**$ 940,747**	**$ 889,418**	**$ 962,120**	**$ 401,834**

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 4.8 displays the borrowing amount under each of our secured borrowing agreements and the corresponding loans outstanding pledged as collateral as of November 30, 2024 and May 31, 2024. See "Note 6—Short-Term Borrowings" and "Note 7—Long-Term Debt" in this Report for information on our secured borrowings and other borrowings.

Table 4.8: Pledged Loans

(Dollars in thousands)	November 30, 2024	May 31, 2024
Collateral trust bonds:		
2007 indenture:		
Collateral trust bonds outstanding	**$ 7,272,711**	$ 6,922,711
Pledged collateral:		
Distribution system mortgage notes pledged	**8,321,005**	8,799,864
RUS-guaranteed loans qualifying as permitted investments pledged	**109,560**	113,890
Total pledged collateral	**8,430,565**	8,913,754
1994 indenture:		
Collateral trust bonds outstanding	**$ 10,000**	$ 15,000
Pledged collateral:		
Distribution system mortgage notes pledged	**16,666**	19,174
Guaranteed Underwriter Program:		
Notes payable outstanding	**$ 6,263,207**	$ 6,491,814
Pledged collateral:		
Distribution and power supply system mortgage notes pledged	**7,846,866**	8,020,508
Farmer Mac:		
Notes payable outstanding	**$ 3,524,697**	$ 3,863,510
Pledged collateral:		
Distribution and power supply system mortgage notes pledged	**4,345,098**	4,449,650

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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 and present the allowance components for the periods presented.

Table 5.1: Changes in Allowance for Credit Losses

	Q2 FY2025							
(Dollars in thousands)	**CFC Distribution**	**CFC Power Supply**	**CFC Statewide & Associate**	**CFC Total**	**NCSC Electric**	**NCSC Telecom**	**NCSC Total**	**Total**
Balance as of August 31, 2024	**$ 16,686**	**$ 25,094**	**$ 1,199**	**$ 42,979**	**$ 4,330**	**$ 2,370**	**$ 6,700**	**$ 49,679**
Provision (benefit) for credit losses	**1,363**	**(309)**	**(1)**	**1,053**	**(239)**	**56**	**(183)**	**870**
Balance as of November 30, 2024	**$ 18,049**	**$ 24,785**	**$ 1,198**	**$ 44,032**	**$ 4,091**	**$ 2,426**	**$ 6,517**	**$ 50,549**

	Q2 FY2024							
(Dollars in thousands)	**CFC Distribution**	**CFC Power Supply**	**CFC Statewide & Associate**	**CFC Total**	**NCSC Electric**	**NCSC Telecom**	**NCSC Total**	**Total**
Balance as of August 31, 2023	$ 15,722	$ 33,434	$ 1,198	$ 50,354	$ 2,612	$ 1,960	$ 4,572	$ 54,926
Provision (benefit) for credit losses	315	(122)	73	266	329	33	362	628
Balance as of November 30, 2023	$ 16,037	$ 33,312	$ 1,271	$ 50,620	$ 2,941	$ 1,993	$ 4,934	$ 55,554

	YTD FY2025							
(Dollars in thousands)	**CFC Distribution**	**CFC Power Supply**	**CFC Statewide & Associate**	**CFC Total**	**NCSC Electric**	**NCSC Telecom**	**NCSC Total**	**Total**
Balance as of May 31, 2024	**$ 15,954**	**$ 25,583**	**$ 1,189**	**$ 42,726**	**$ 3,937**	**$ 2,063**	**$ 6,000**	**$ 48,726**
Provision (benefit) for credit losses	**2,095**	**(798)**	**9**	**1,306**	**154**	**363**	**517**	**1,823**
Balance as of November 30, 2024	**$ 18,049**	**$ 24,785**	**$ 1,198**	**$ 44,032**	**$ 4,091**	**$ 2,426**	**$ 6,517**	**$ 50,549**

	YTD FY2024							
(Dollars in thousands)	**CFC Distribution**	**CFC Power Supply**	**CFC Statewide & Associate**	**CFC Total**	**NCSC Electric**	**NCSC Telecom**	**NCSC Total**	**Total**
Balance as of May 31, 2023	$ 14,924	$ 33,306	$ 1,194	$ 49,424	$ 2,464	$ 1,206	$ 3,670	$ 53,094
Provision (benefit) for credit losses	1,113	(1,026)	77	164	477	787	1,264	1,428
Recoveries	—	1,032	—	$ 1,032	—	—	—	1,032
Balance as of November 30, 2023	$ 16,037	$ 33,312	$ 1,271	$ 50,620	$ 2,941	$ 1,993	$ 4,934	$ 55,554

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The following tables present, by legal entity and member class, the components of our allowance for credit losses as of November 30, 2024 and May 31, 2024.

Table 5.2: Allowance for Credit Losses Components

	November 30, 2024							
(Dollars in thousands)	CFC Distribution	CFC Power Supply	CFC Statewide & Associate	CFC Total	NCSC Electric	NCSC Telecom	NCSC Total	Total
Allowance components:								
Collective allowance	$ 18,049	$ 8,543	$ 1,198	$ 27,790	$ 4,091	$ 2,195	$ 6,286	$ 34,076
Asset-specific allowance	—	16,242	—	16,242	—	231	231	16,473
Total allowance for credit losses	$ 18,049	$ 24,785	$ 1,198	$ 44,032	$ 4,091	$ 2,426	$ 6,517	$ 50,549
Loans outstanding:[1]								
Collectively evaluated loans	$28,111,469	$5,577,169	$ 269,295	$33,957,933	$981,175	$604,268	$1,585,443	$35,543,376
Individually evaluated loans	3,754	48,669	—	52,423	—	2,775	2,775	55,198
Total loans outstanding	$28,115,223	$5,625,838	$ 269,295	$34,010,356	$981,175	$607,043	$1,588,218	$35,598,574
Allowance coverage ratios:								
Collective allowance coverage ratio[2]	0.06 %	0.15 %	0.44 %	0.08 %	0.42 %	0.36 %	0.40 %	0.10 %
Asset-specific allowance coverage ratio[3]	—	33.37	—	30.98	—	8.32	8.32	29.84
Total allowance coverage ratio[4]	0.06	0.44	0.44	0.13	0.42	0.40	0.41	0.14

	May 31, 2024							
(Dollars in thousands)	CFC Distribution	CFC Power Supply	CFC Statewide & Associate	CFC Total	NCSC Electric	NCSC Telecom	NCSC Total	Total
Allowance components:								
Collective allowance	$ 15,954	$ 8,676	$ 1,189	$ 25,819	$ 3,937	$ 1,800	$ 5,737	$ 31,556
Asset-specific allowance	—	16,907	—	16,907	—	263	263	17,170
Total allowance for credit losses	$ 15,954	$ 25,583	$ 1,189	$ 42,726	$ 3,937	$ 2,063	$ 6,000	$ 48,726
Loans outstanding:[1]								
Collectively evaluated loans	$27,100,254	$ 5,593,229	$ 237,346	$32,930,829	$945,880	$595,567	$1,541,447	$34,472,276
Individually evaluated loans	4,209	48,669	—	52,878	—	3,030	3,030	55,908
Total loans outstanding	$27,104,463	$ 5,641,898	$ 237,346	$32,983,707	$945,880	$598,597	$1,544,477	$34,528,184
Allowance coverage ratios:								
Collective allowance coverage ratio[2]	0.06 %	0.16 %	0.50 %	0.08 %	0.42 %	0.30 %	0.37 %	0.09 %
Asset-specific allowance coverage ratio[3]	—	34.74	—	31.97	—	8.68	8.68	30.71
Total allowance coverage ratio[4]	0.06	0.45	0.50	0.13	0.42	0.34	0.39	0.14

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(1)Represents the unpaid principal amount of loans as of the end of each period. Excludes unamortized deferred loan origination costs of $15 million and $14 million as of November 30, 2024 and May 31, 2024, 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 increased to $51 million as of November 30, 2024, compared with $49 million as of May 31, 2024. The $2 million increase in the allowance for credit losses reflected an increase in the collective allowance of $3 million, partially offset by a reduction in the asset-specific allowance of $1 million. The increase in the collective allowance was primarily due to loan portfolio growth. The decrease in the asset-specific allowance was attributable to a timing change in the expected payments on a nonperforming CFC power supply loan. Our allowance coverage ratio remained at 0.14% as of both November 30, 2024 and May 31, 2024.

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, 2024 and May 31, 2024.

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 $4,492 million as of November 30, 2024, compared with $4,333 million as of May 31, 2024, and accounted for 13% of total debt outstanding as of both November 30, 2024 and May 31, 2024. The following table provides information on our short-term borrowings as of November 30, 2024 and May 31, 2024.

Table 6.1: Short-Term Borrowings Sources

	November 30, 2024		May 31, 2024	
(Dollars in thousands)	Amount	% of Total Debt Outstanding	Amount	% of Total Debt Outstanding
Short-term borrowings:				
Commercial paper:				
Commercial paper sold through dealers, net of discounts	**$ 1,308,385**	**4 %**	$ 504,631	1 %
Commercial paper sold directly to members, at par	**1,100,915**	**3**	1,158,020	4
Total commercial paper	**2,409,300**	**7**	1,662,651	5
Select notes to members	**1,277,810**	**4**	1,274,066	4
Daily liquidity fund notes to members	**318,949**	**1**	375,191	1
Medium-term notes sold to members	**486,344**	**1**	520,782	2
Farmer Mac notes payable[1]	**—**	**—**	500,000	1
Total short-term borrowings	**$ 4,492,403**	**13 %**	$ 4,332,690	13 %

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(1)Advanced under the revolving purchase agreement with Farmer Mac dated March 24, 2011. See "Note 7—Long-Term Debt" in the Report for additional information on this revolving note purchase agreement with Farmer Mac.

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, 2024.

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

	November 30, 2024				
(Dollars in millions)	Total Commitment	Letters of Credit Outstanding	Available Amount	Maturity	Annual Facility Fee[1]
Bank revolving agreements:					
3-year agreement	$ 150	$ —	$ 150	November 28, 2025	7.5 bps
3-year agreement	1,195	—	1,195	November 28, 2026	7.5 bps
Total 3-year agreement	1,345	—	1,345		
4-year agreement	150	—	150	November 28, 2026	10.0 bps
4-year agreement	1,305	2	1,303	November 28, 2027	10.0 bps
Total 4-year agreement	1,455	2	1,453		
Total	$ 2,800	$ 2	$ 2,798		

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(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.

The total commitment amount under the three-year facility and the four-year facility was $1,345 million and $1,455 million, respectively, resulting in a combined total commitment amount under the two facilities of $2,800 million as of November 30, 2024. We did not have any outstanding borrowings under our committed bank revolving line of credit agreements as of November 30, 2024; however, we had letters of credit outstanding of $2 million under the four-year committed bank revolving agreement as of this date. 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, 2024.

On December 5, 2024, we amended our three-year and four-year committed bank revolving line of credit agreements to extend the maturity dates to November 28, 2027 and November 28, 2028, respectively, and to increase commitments by $250 million (excluding the $150 million commitment termination described below) under each of the three-year and four-year revolving credit agreements. Commitments of $150 million that were scheduled to mature on November 28, 2025 were terminated under the three-year revolving credit agreement and commitments of $150 million will continue to expire at the prior maturity date of November 28, 2026 under the four-year revolving credit agreement. As of the date of this Report, the total commitment amounts under the three-year facility and the four-year facility are $1,595 million and $1,705 million, respectively, with the total commitment amount under the two facilities being $3,300 million, of which $3,298 million was available due to the letters of credit outstanding discussed above.

NOTE 7—LONG-TERM DEBT

The following table displays, by debt product type, long-term debt outstanding as of November 30, 2024 and May 31, 2024. Long-term debt outstanding totaled $26,720 million as of November 30, 2024, compared with $25,901 million as of May 31, 2024, and accounted for 79% of total debt outstanding as of both November 30, 2024 and May 31, 2024.

Table 7.1: Long-Term Debt by Debt Product Type

(Dollars in thousands)	November 30, 2024	May 31, 2024
Secured long-term debt:		
Collateral trust bonds	**$ 7,282,711**	$ 6,937,711
Unamortized discount, net	**(162,424)**	(166,458)
Debt issuance costs	**(31,861)**	(31,332)
Total collateral trust bonds	**7,088,426**	6,739,921
Guaranteed Underwriter Program notes payable	**6,263,207**	6,491,814
Farmer Mac notes payable	**3,524,697**	3,363,510
Total secured notes payable	**9,787,904**	9,855,324
Total secured long-term debt	**16,876,330**	16,595,245
Unsecured long-term debt:		
Medium-term notes sold through dealers	**9,499,562**	8,980,513
Medium-term notes sold to members	**370,082**	358,844
Medium term notes sold through dealers and to members	**9,869,644**	9,339,357
Unamortized premium (discount), net	**3,788**	(2,209)
Debt issuance costs	**(30,106)**	(31,228)
Total unsecured long-term debt	**9,843,326**	9,305,920
Total long-term debt	**$ 26,719,656**	$ 25,901,165

Secured Debt

Long-term secured debt of $16,876 million and $16,595 million as of November 30, 2024 and May 31, 2024, respectively, represented 63% and 64% of total long-term debt outstanding as of each respective date. We were in compliance with all covenants and conditions under our secured debt indentures as of November 30, 2024 and May 31, 2024. 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" in this Report 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. We issued $350 million of 5.00% fixed-rate collateral trust bonds due August 15, 2034 and repaid $5 million in principal amount of collateral trust bonds during YTD FY2025.

During Q2 FY2025, we priced $300 million collateral trust bonds at a fixed rate of 5.23% with weighted average term of 13.3 years in a private placement transaction which will settle on January 23, 2025.

Guaranteed Underwriter Program Notes Payable

We repaid $229 million of notes payable outstanding under the Guaranteed Underwriter Program during YTD FY2025. We had up to $1,200 million available for access under the Guaranteed Underwriter Program as of November 30, 2024.

On December 18, 2024, we closed on a $450 million Series V committed loan facility from the U.S. Treasury Department's Federal Financing Bank ("FFB") under the Guaranteed Underwriter Program. Pursuant to this facility, we may borrow any time before July 15, 2029. Each advance is subject to quarterly amortization and a final maturity not longer than 30 years from the date of the advance. This new commitment increased the total funding available to CFC under committed loan facilities from the FFB to $1,650 million.

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 which allows us to borrow up to $6,000 million through June 30, 2027, subject to market conditions, The agreement automatically renews annually starting June 30, 2026, unless Farmer Mac provides 425 days' written notice of nonrenewal. We can borrow, repay and re-borrow funds at any time through maturity, provided the outstanding principal does not exceed the agreement limit. Each borrowing is documented with a pricing agreement setting forth the interest rate, maturity date and other terms. We may select a fixed or variable rate for each advance. During YTD FY2025, we borrowed $200 million in long-term notes under the Farmer Mac note purchase agreement. As of November 30, 2024, $3,525 million was outstanding with $2,475 million available for borrowing. We are required to pledge eligible electric distribution system or electric power supply system loans as collateral at least equal to the total principal amount of notes outstanding under this agreement.

Unsecured Debt

Long-term unsecured debt of $9,843 million and $9,306 million as of November 30, 2024 and May 31, 2024, respectively, represented 37% and 36% of total long-term debt outstanding as of each respective date.

Medium-Term Notes

Medium-term notes represent unsecured obligations that may be issued through dealers in the capital markets or directly to our members. During YTD FY2025, we issued an aggregate principal amount of dealer medium-term notes totaling $700 million at an average fixed interest rate of 4.34% with an average term of three years, and an aggregate principal amount of dealer medium-term notes totaling $600 million at floating interest rates with an average term of two years. We repaid $790 million in principal amount of dealer medium-term notes that matured during YTD FY2025.

See "Note 7—Long-Term Debt" in our 2024 Form 10-K for additional information on our various long-term debt product types.

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 $1,287 million as of both November 30, 2024 and May 31, 2024. See “Note 8—Subordinated Deferrable Debt” in our 2024 Form 10-K for additional information on the terms and conditions, including maturity and call dates, of our subordinated deferrable debt outstanding.

Subordinated Notes

On November 1, 2024, we entered into an agency agreement with InspereX LLC, Citigroup Global Markets Inc., RBC Capital Markets, LLC and Wells Fargo Clearing Services, LLC, as agents, to launch a program through which we may offer and sell, from time to time, an unlimited aggregate principal amount of our subordinated deferrable interest notes (“subordinated notes”). On November 1, 2024, we filed a prospectus supplement with the SEC related to these subordinated notes, which will be issued under our effective shelf registration statement filed with the SEC in October 2023.

The subordinated notes will be unsecured and rank subordinate in right of payment to all of our current and future senior indebtedness. The subordinated notes will be senior to our members’ subordinated certificates and rank equal in right of payment and upon liquidation to our outstanding subordinated deferrable debt and any other equally-ranked subordinated notes we may issue.

We had no outstanding subordinated notes under this new program as of November 30, 2024. Subsequent to Q2 FY2025, we issued a total of $34 million of 30-year subordinated notes under this new program as of the date of this Report.

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 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 typically designate the Treasury locks as cash flow hedges. We did not have any derivatives designated as accounting hedges as of November 30, 2024 and May 31, 2024. We provide a discussion of our accounting for derivatives policy in “Note 1—Summary of Significant Accounting Policies” in our 2024 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, 2024 and May 31, 2024. For the substantial majority of interest rate swap agreements, the daily compounded Secured Overnight Financing Rate (“SOFR”) is used as the basis for determining variable interest payment amounts each period.

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Table 9.1: Derivative Notional Amount and Weighted Average Rates

	November 30, 2024			May 31, 2024		
(Dollars in thousands)	Notional Amount	Weighted-Average Rate Paid	Weighted-Average Rate Received	Notional Amount	Weighted-Average Rate Paid	Weighted-Average Rate Received
Pay-fixed swaps	**$ 5,752,470**	**2.79 %**	**4.93 %**	$ 5,842,540	2.77 %	5.57 %
Receive-fixed swaps	**1,421,124**	**5.50**	**3.40**	1,523,396	6.08	3.33
Total interest rate swaps	**$ 7,173,594**	**3.33**	**4.62**	$ 7,365,936	3.46	5.10

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, 2024 and May 31, 2024.

Table 9.2: Derivative Assets and Liabilities at Fair Value

	November 30, 2024		May 31, 2024	
(Dollars in thousands)	Fair Value	Notional Amount	Fair Value	Notional Amount
Derivative assets:				
Interest rate swaps	**$ 527,765**	**$ 5,598,051**	$ 691,249	$ 5,770,691
Total derivative assets	**$ 527,765**	**$ 5,598,051**	$ 691,249	$ 5,770,691
Derivative liabilities:				
Interest rate swaps	**$ 65,961**	**$ 1,575,543**	$ 80,988	$ 1,595,245
Total derivative liabilities	**$ 65,961**	**$ 1,575,543**	$ 80,988	$ 1,595,245

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, 2024 and May 31, 2024, 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

	November 30, 2024					
				Gross Amount Not Offset in the Balance Sheet		
(Dollars in thousands)	Gross Amount of Recognized Assets/ Liabilities	Gross Amount Offset in the Balance Sheet	Net Amount of Assets/ Liabilities Presented in the Balance Sheet	Financial Instruments	Cash Collateral Pledged	Net Amount
Derivative assets:						
Interest rate swaps	**$ 527,765**	**$ —**	**$ 527,765**	**$ 64,385**	**$ —**	**$ 463,380**
Derivative liabilities:						
Interest rate swaps	**65,961**	**—**	**65,961**	**64,385**	**—**	**1,576**

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	May 31, 2024					
				Gross Amount Not Offset in the Balance Sheet		
(Dollars in thousands)	Gross Amount of Recognized Assets/ Liabilities	Gross Amount Offset in the Balance Sheet	Net Amount of Assets/ Liabilities Presented in the Balance Sheet	Financial Instruments	Cash Collateral Pledged	Net Amount
Derivative assets:						
Interest rate swaps	$ 691,249	$ —	$ 691,249	$ 80,026	$ —	$ 611,223
Derivative liabilities:						
Interest rate swaps	80,988	—	80,988	80,026	—	962

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. 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 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)	Q2 FY2025	Q2 FY2024	YTD FY2025	YTD FY2024
Derivative gains (losses) attributable to:				
Derivative cash settlements interest income	**$ 26,406**	$ 28,767	**$ 58,467**	$ 56,636
Derivative forward value gains (losses)	**82,632**	78,171	**(147,754)**	240,189
Derivative gains (losses)	**$ 109,038**	$ 106,938	**$ (89,287)**	$ 296,825

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.

During YTD FY2025, Fitch and 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, 2024. Moody's, S&P and Fitch had our ratings on stable outlook as of November 30, 2024. 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, 2024, 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.

Table 9.5: Derivative Credit Rating Trigger Exposure

(Dollars in thousands)	Notional Amount	Payable Due from CFC	Receivable Due to CFC	Net Receivable (Payable)
Impact of rating downgrade trigger:				
Falls below A3/A-[1]	$ 21,985	$ (735)	$ —	$ (735)
Falls below Baa1/BBB+	4,791,075	(871)	307,192	306,321
Falls to or below Baa2/BBB[2]	345,486	—	21,053	21,053
Total	$ 5,158,546	$ (1,606)	$ 328,245	$ 326,639

[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 $266 million as of November 30, 2024. These swaps were in an unrealized gain position of $32 million as of November 30, 2024.

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 $2 million as of November 30, 2024.

Derivative Counterparty Credit Exposure

Our interest-rate swap contracts are subject to credit risk associated with counterparties to these derivative contracts. As mentioned above, we generally engage in OTC derivative transactions, which expose us to individual counterparty credit risk because these transactions are executed and settled directly between us and each counterparty. To manage this risk, we diversify our derivative positions among counterparties with investment-grade credit ratings, perform an internal credit risk analysis and maintain enforceable master netting arrangements, allowing us to net derivative assets and liabilities with the same counterparty. The fair value of our derivatives includes credit valuation adjustments reflecting counterparty credit risk.

We had 12 active derivative counterparties with credit ratings ranging from Aa1 to Baa1 by Moody's as of both November 30, 2024 and May 31, 2024, and from AA- to BBB+ by S&P as of both November 30, 2024 and May 31, 2024. Our largest counterparty exposure, based on the outstanding notional amount, accounted for approximately 24% of the total outstanding notional amount of our derivatives as of both November 30, 2024 and May 31, 2024. 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 based on the legally enforceable netting provisions under our master swap agreements, which totaled $463 million and $611 million as of November 30, 2024 and May 31, 2024, respectively, as presented in Table 9.3 above.

NOTE 10—EQUITY

Total equity decreased $67 million to $2,945 million as of November 30, 2024 compared to May 31, 2024. The decrease was attributable primarily to the combined impact of our reported net loss of $20 million for YTD FY2025 and the CFC Board of Directors' authorized patronage capital retirements of $47 million during the period, as discussed below.

Allocation of Net Earnings and Retirement of Patronage Capital

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 and Reconciliations" in this Report for information on adjusted net income. In May 2024, the CFC Board of Directors authorized the allocation of $1 million of net earnings for fiscal year 2024 to the cooperative educational fund. In July 2024, the CFC Board of Directors authorized the allocation of net earnings for fiscal year 2024 as follows: $61 million to members in the form of patronage capital and $228 million to the members' capital reserve.

In July 2024, the CFC Board of Directors also authorized the retirement of allocated net earnings totaling $47 million, of which $30 million represented 50% of the patronage capital allocation for fiscal year 2024 and $17 million represented the portion of the allocation from net earnings for fiscal year 1999 that had been held for 25 years pursuant to the CFC Board of Directors' policy. The authorized patronage capital retirement amount of $47 million was returned to members in cash in September 2024. The remaining portion of the patronage capital allocation for fiscal year 2024 will be retained by CFC for 25 years pursuant to the guidelines adopted by the CFC Board of Directors in June 2009.

See "Note 11—Equity" in our 2024 Form 10-K for additional information on our policy for allocation and retirement of patronage capital.

Accumulated Other Comprehensive Income (Loss)

The following table presents, by component, changes in accumulated other comprehensive income (loss) ("AOCI") for the periods presented and the balance of each component as of the end of each respective period.

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

	Q2 FY2025			Q2 FY2024		
(Dollars in thousands)	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	**$ 3,923**	**$ (4,607)**	**$ (684)**	$ 10,947	$ (2,706)	$ 8,241
Changes in unrealized gains	**—**	**—**	**—**	483	—	483
Realized (gains) losses reclassified to earnings	**(754)**	**96**	**(658)**	(159)	53	(106)
Ending balance	**$ 3,169**	**$ (4,511)**	**$ (1,342)**	$ 11,271	$ (2,653)	$ 8,618

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	YTD FY2025			YTD FY2024		
(Dollars in thousands)	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	**$ 3,287**	**$ (4,703)**	**$ (1,416)**	$ 11,102	$ (2,759)	$ 8,343
Changes in unrealized gains	**803**	**—**	**803**	483	—	483
Realized (gains) losses reclassified to earnings	**(921)**	**192**	**(729)**	(314)	106	(208)
Ending balance	**$ 3,169**	**$ (4,511)**	**$ (1,342)**	$ 11,271	$ (2,653)	$ 8,618

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

See "Note 9—Derivative Instruments and Hedging Activities" in this Report for discussion on our derivatives designated as accounting hedges. We expect to reclassify realized net gains of less than $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, 2024 and May 31, 2024.

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Table 11.1: Guarantees Outstanding by Type and Member Class

(Dollars in thousands)	November 30, 2024	May 31, 2024
Guarantee type:		
Long-term tax-exempt bonds[1]	**$ 49,755**	$ 73,755
Letters of credit[2][3]	**884,821**	752,019
Other guarantees	**185,679**	184,142
Total	**$ 1,120,255**	$ 1,009,916
Member class:		
CFC:		
Distribution	**$ 487,440**	$ 472,210
Power supply	**534,438**	451,828
Statewide and associate[4]	**43,410**	42,257
CFC total	**1,065,288**	966,295
NCSC electric	**54,967**	43,621
Total	**$ 1,120,255**	$ 1,009,916

[1]Represents the outstanding principal amount of long-term variable-rate guaranteed bonds.
[2]Reflects our maximum potential exposure for letters of credit, which also includes interest due, if any.
[3]Under a hybrid letter of credit facility, we had $24 million and $30 million of commitments that may be used for the issuance of letters of credit as of November 30, 2024 and May 31, 2024, respectively.
[4]Includes CFC guarantees to NCSC telecom members totaling $42 million and $41 million as of November 30, 2024 and May 31, 2024, respectively.

We had guarantees outstanding totaling $1,120 million and $1,010 million as of November 30, 2024 and May 31, 2024, respectively. Guarantees under which our right of recovery from our members was not secured totaled $719 million and $718 million and represented 64% and 71% of total guarantees as of November 30, 2024 and May 31, 2024, respectively. We were not required to perform pursuant to any of our guarantee obligations during YTD FY2025 or YTD FY2024.

Long-term tax-exempt bonds of $50 million and $74 million as of November 30, 2024 and May 31, 2024, 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 $885 million and $752 million as of November 30, 2024 and May 31, 2024, respectively, $326 million and $194 million were secured at each respective date. The maturities for the outstanding letters of credit as of November 30, 2024 extend through calendar year 2044.

In addition to the outstanding letters of credit listed in the table above, under master letter of credit facilities in place as of November 30, 2024, we may be required to issue up to an additional $139 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, 2024. 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.

The maximum potential exposure for other guarantees was $186 million and $184 million as of November 30, 2024 and May 31, 2024, respectively, of which $25 million was secured as of both November 30, 2024 and May 31, 2024. 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 $50 million of variable-rate tax-exempt bonds as of November 30, 2024, 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 YTD FY2025 or YTD FY2024.

Guarantee Liability

We recorded a total guarantee liability for noncontingent and contingent exposures related to guarantees and liquidity obligations of $16 million as of both November 30, 2024 and May 31, 2024, 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 $15 million as of both November 30, 2024 and May 31, 2024. 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, 2024 and May 31, 2024. 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

	November 30, 2024		Fair Value Measurement Level		
(Dollars in thousands)	**Carrying Value**	**Fair Value**	**Level 1**	**Level 2**	**Level 3**
Assets:					
Cash and cash equivalents	**$ 347,131**	**$ 347,131**	**$ 347,131**	**$ —**	**$ —**
Restricted cash	**8,291**	**8,291**	**8,291**	**—**	**—**
Equity securities, at fair value	**13,448**	**13,448**	**13,448**	**—**	**—**
Debt securities trading, at fair value	**186,140**	**186,140**	—	**186,140**	—
Deferred compensation investments	**8,644**	**8,644**	**8,644**	**—**	**—**
Loans to members, net	**35,563,217**	**32,759,848**	**—**	**—**	**32,759,848**
Accrued interest receivable	**267,786**	**267,786**	**—**	**267,786**	**—**
Derivative assets	**527,765**	**527,765**	**—**	**527,765**	**—**
Total financial assets	**$ 36,922,422**	**$ 34,119,053**	**$ 377,514**	**$ 981,691**	**$ 32,759,848**
Liabilities:					
Short-term borrowings	**$ 4,492,403**	**$ 4,495,677**	**$ —**	**$ 4,495,677**	**$ —**
Long-term debt	**26,719,656**	**25,919,583**	**—**	**16,760,929**	**9,158,654**
Accrued interest payable	**284,500**	**284,500**	**—**	**284,500**	**—**
Guarantee liability	**15,652**	**16,529**	**—**	**—**	**16,529**
Derivative liabilities	**65,961**	**65,961**	**—**	**65,961**	**—**
Subordinated deferrable debt	**1,286,953**	**1,309,270**	**244,340**	**1,064,930**	**—**
Members' subordinated certificates	**1,195,365**	**1,195,365**	**—**	**—**	**1,195,365**
Total financial liabilities	**$ 34,060,490**	**$ 33,286,885**	**$ 244,340**	**$ 22,671,997**	**$ 10,370,548**

	May 31, 2024		Fair Value Measurement Level		
(Dollars in thousands)	**Carrying Value**	**Fair Value**	**Level 1**	**Level 2**	**Level 3**
Assets:					
Cash and cash equivalents	$ 280,124	$ 280,124	$ 280,124	$ —	$ —
Restricted cash	8,217	8,217	8,217	—	—
Equity securities, at fair value	36,886	36,886	36,886	—	—
Debt securities trading, at fair value	281,351	281,351	—	281,351	—
Deferred compensation investments	7,763	7,763	7,763	—	—
Loans to members, net	34,493,559	30,884,906	—	—	30,884,906
Accrued interest receivable	190,247	190,247	—	190,247	—
Derivative assets	691,249	691,249	—	691,249	—
Total financial assets	$ 35,989,396	$ 32,380,743	$ 332,990	$ 1,162,847	$ 30,884,906
Liabilities:					
Short-term borrowings	$ 4,332,690	$ 4,333,635	$ —	$ 3,833,635	$ 500,000
Long-term debt	25,901,165	24,470,693	—	15,529,041	8,941,652
Accrued interest payable	263,372	263,372	—	263,372	—
Guarantee liability	15,896	16,477	—	—	16,477
Derivative liabilities	80,988	80,988	—	80,988	—
Subordinated deferrable debt	1,286,861	1,295,729	244,636	1,051,093	—
Members' subordinated certificates	1,197,651	1,197,651	—	—	1,197,651
Total financial liabilities	$ 33,078,623	$ 31,658,545	$ 244,636	$ 20,758,129	$ 10,655,780

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 2024 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 include but are 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 YTD FY2025 or YTD FY2024.

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 on our consolidated financial statements at fair value on a recurring basis as of November 30, 2024 and May 31, 2024, 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 YTD FY2025 or YTD FY2024.

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

	November 30, 2024			May 31, 2024		
(Dollars in thousands)	Level 1	Level 2	Total	Level 1	Level 2	Total
Assets:						
Equity securities, at fair value	**$ 13,448**	**$ —**	**$ 13,448**	$ 36,886	$ —	$ 36,886
Debt securities trading, at fair value	**—**	**186,140**	**186,140**	—	281,351	281,351
Deferred compensation investments	**8,644**	**—**	**8,644**	7,763	—	7,763
Derivative assets	**—**	**527,765**	**527,765**	—	691,249	691,249
Liabilities:						
Derivative liabilities	**$ —**	**$ 65,961**	**$ 65,961**	$ —	$ 80,988	$ 80,988

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 the 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 YTD FY2025 or YTD FY2024.

NOTE 13—VARIABLE INTEREST ENTITIES

NCSC meets the definition of a VIE because it does not have sufficient equity investment at risk to finance its activities without financial support. CFC is the primary source of funding for NCSC. Under the terms of management agreements with NCSC, CFC manages the business operations of NCSC. CFC also unconditionally guarantees full indemnification for any loan losses of NCSC pursuant to guarantee agreements with NCSC. CFC earns management and guarantee fees from its agreements with NCSC.

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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.

NCSC creditors have no recourse against CFC in the event of a default by NCSC, unless there is a guarantee agreement under which CFC has guaranteed NCSC debt obligations to a third party. The following table provides information on incremental consolidated assets and liabilities of VIE included in CFC's consolidated financial statements, after intercompany eliminations, which include NCSC's consolidated assets and liabilities as of November 30, 2024 and May 31, 2024.

Table 13.1: Consolidated Assets and Liabilities of Variable Interest Entities

(Dollars in thousands)	November 30, 2024	May 31, 2024
Assets:		
Loans outstanding	**$ 1,588,218**	$ 1,544,477
Other assets	**13,039**	12,700
Total assets	**$ 1,601,257**	$ 1,557,177
Liabilities:		
Total liabilities	**$ 12,463**	$ 9,824

The following table provides information on CFC's credit commitments and potential exposure to loss under these commitments to NCSC as of November 30, 2024 and May 31, 2024.

Table 13.2: CFC Exposure Under Credit Commitments to NCSC

(Dollars in thousands)	November 30, 2024	May 31, 2024
CFC credit commitments:		
Total CFC credit commitments	**$ 5,000,000**	$ 5,000,000
Outstanding commitments:		
Borrowings payable to CFC[1]	**1,574,343**	1,532,781
Credit enhancements:		
CFC third-party guarantees	**54,967**	43,621
Other credit enhancements	**1,239**	757
Total credit enhancements[2]	**56,206**	44,378
Total outstanding commitments	**1,630,549**	1,577,159
CFC credit commitments available	**$ 3,369,451**	$ 3,422,841

[1]Intercompany borrowings payable by NCSC to CFC as of November 30, 2024 and May 31, 2024 are eliminated in consolidation.
[2]Excludes interest due on these instruments.

Under a loan and security agreement with CFC, NCSC had access to $2,000 million revolving line of credit and a $3,000 million revolving term loan from CFC which will mature in 2067. CFC loans to NCSC are secured by all assets and revenue of NCSC. CFC's maximum potential exposure, including interest due, for the credit enhancements totaled $56 million as of November 30, 2024. The maturities for obligations guaranteed by CFC extend through 2043.

NOTE 14—BUSINESS SEGMENTS

Our activities were previously conducted through three operating segments, which were based on each of the legal entities included in our consolidated financial statements: CFC, NCSC and RTFC. We reported segment information for CFC separately; however, we aggregated segment information for NCSC and RTFC into one reportable segment because neither entity met the quantitative materiality threshold for separate reporting under the accounting guidance governing segment reporting. On December 1, 2023, RTFC completed the sale of its business to NCSC. Following the RTFC sale transaction, our operating segments for Q2 FY2025 and YTD FY2025 consist of CFC and NCSC, which are based on each of the legal entities included in our consolidated financial statements. As we aggregated segment information for NCSC and RTFC into one reportable segment in Q2 FY2024 and YTD FY2024, the RTFC sale transaction did not cause a change in the composition of our reportable segments. 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” in our 2024 Form 10-K.

Segment Results and Reconciliation

The following tables display segment results of operations for Q2 FY2025, YTD FY2025, Q2 FY2024 and YTD FY2024, assets attributable to each segment as of November 30, 2024 and November 30, 2023 and a reconciliation of total segment amounts to our consolidated total amounts.

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Table 14.1: Business Segment Information

	Q2 FY2025					
(Dollars in thousands)	CFC	NCSC	Segments Total	Reclasses and Adjustments[1]	Intersegment Eliminations[2]	Consolidated Total
Results of operations:						
Interest income	$ 417,566	$ 21,852	$ 439,418	$ —	$ (19,541)	$ 419,877
Interest expense	(354,385)	(19,599)	(373,984)	—	19,541	(354,443)
Derivative cash settlements interest income	26,401	5	26,406	(26,406)	—	—
Interest expense	(327,984)	(19,594)	(347,578)	(26,406)	19,541	(354,443)
Net interest income	89,582	2,258	91,840	(26,406)	—	65,434
Benefit (provision) for credit losses	(870)	183	(687)	—	(183)	(870)
Net interest income after benefit (provision) for credit losses	88,712	2,441	91,153	(26,406)	(183)	64,564
Non-interest income:						
Fee and other income	7,020	561	7,581	—	(2,157)	5,424
Derivative gains:						
Derivative cash settlements interest income	—	—	—	26,406	—	26,406
Derivative forward value gains	—	—	—	82,632	—	82,632
Derivative gains	—	—	—	109,038	—	109,038
Investment securities gains	2,097	—	2,097	—	—	2,097
Total non-interest income	9,117	561	9,678	109,038	(2,157)	116,559
Non-interest expense:						
General and administrative expenses	(35,323)	(2,451)	(37,774)	—	1,847	(35,927)
Losses on early extinguishment of debt	(18)	—	(18)	—	—	(18)
Other non-interest expense	(222)	(500)	(722)	—	493	(229)
Total non-interest expense	(35,563)	(2,951)	(38,514)	—	2,340	(36,174)
Income before income taxes	62,266	51	62,317	82,632	—	144,949
Income tax provision	—	(146)	(146)	—	—	(146)
Net income (loss)	$ 62,266	$ (95)	$ 62,171	$ 82,632	$ —	$ 144,803

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	Q2 FY2024					
(Dollars in thousands)	CFC	NCSC	Segments Total	Reclasses and Adjustments[1]	Intersegment Eliminations[2]	Consolidated Total
Results of operations:						
Interest income	$ 386,659	$ 20,016	$ 406,675	$ —	$ (17,688)	$ 388,987
Interest expense	(323,828)	(17,705)	(341,533)	—	17,688	(323,845)
Derivative cash settlements interest income	28,728	39	28,767	(28,767)	—	—
Interest expense	(295,100)	(17,666)	(312,766)	(28,767)	17,688	(323,845)
Net interest income	91,559	2,350	93,909	(28,767)	—	65,142
Provision for credit losses	(628)	(362)	(990)	—	362	(628)
Net interest income after provision for credit losses	90,931	1,988	92,919	(28,767)	362	64,514
Non-interest income:						
Fee and other income	8,358	1,296	9,654	—	(3,043)	6,611
Derivative gains:						
Derivative cash settlements interest income	—	—	—	28,767	—	28,767
Derivative forward value gains	—	—	—	78,171	—	78,171
Derivative gains	—	—	—	106,938	—	106,938
Investment securities gains	1,843	—	1,843	—	—	1,843
Total non-interest income	10,201	1,296	11,497	106,938	(3,043)	115,392
Non-interest expense:						
General and administrative expenses	(30,467)	(3,284)	(33,751)	—	2,239	(31,512)
Losses on early extinguishment of debt	(26)	—	(26)	—	—	(26)
Other non-interest expense	(248)	(444)	(692)	—	442	(250)
Total non-interest expense	(30,741)	(3,728)	(34,469)	—	2,681	(31,788)
Income (loss) before income taxes	70,391	(444)	69,947	78,171	—	148,118
Income tax provision	—	(83)	(83)	—	—	(83)
Net income (loss)	$ 70,391	$ (527)	$ 69,864	$ 78,171	$ —	$ 148,035

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	YTD FY2025					
(Dollars in thousands)	CFC	NCSC	Segments Total	Reclasses and Adjustments[(1)]	Intersegment Eliminations[(2)]	Consolidated Total
Results of operations:						
Interest income	$ 833,285	$ 43,838	$ 877,123	$ —	$ (39,127)	$ 837,996
Interest expense	(710,801)	(39,229)	(750,030)	—	39,127	(710,903)
Derivative cash settlements interest income	58,417	50	58,467	(58,467)	—	—
Interest expense	(652,384)	(39,179)	(691,563)	(58,467)	39,127	(710,903)
Net interest income	180,901	4,659	185,560	(58,467)	—	127,093
Provision for credit losses	(1,823)	(517)	(2,340)	—	517	(1,823)
Net interest income after provision for credit losses	179,078	4,142	183,220	(58,467)	517	125,270
Non-interest income (loss):						
Fee and other income	14,094	2,208	16,302	—	(5,210)	11,092
Derivative losses:						
Derivative cash settlements interest income	—	—	—	58,467	—	58,467
Derivative forward value losses	—	—	—	(147,754)	—	(147,754)
Derivative losses	—	—	—	(89,287)	—	(89,287)
Investment securities gains	6,228	—	6,228	—	—	6,228
Total non-interest income (loss)	20,322	2,208	22,530	(89,287)	(5,210)	(71,967)
Non-interest expense:						
General and administrative expenses	(70,982)	(4,925)	(75,907)	—	3,688	(72,219)
Losses on early extinguishment of debt	(40)	—	(40)	—	—	(40)
Other non-interest expense	(509)	(1,021)	(1,530)	—	1,005	(525)
Total non-interest expense	(71,531)	(5,946)	(77,477)	—	4,693	(72,784)
Income (loss) before income taxes	127,869	404	128,273	(147,754)	—	(19,481)
Income tax provision	—	(42)	(42)	—	—	(42)
Net income (loss)	$ 127,869	$ 362	$ 128,231	$ (147,754)	$ —	$ (19,523)

	November 30, 2024					
	CFC	NCSC	Segments Total	Reclasses and Adjustments[(1)]	Intersegment Eliminations[(2)]	Consolidated Total
Assets:						
Total loans outstanding	$35,584,699	$ 1,588,218	$37,172,917	$ —	$ (1,574,343)	$35,598,574
Deferred loan origination costs	15,192	—	15,192	—	—	15,192
Loans to members	35,599,891	1,588,218	37,188,109	—	(1,574,343)	35,613,766
Less: Allowance for credit losses	(50,549)	(6,517)	(57,066)	—	6,517	(50,549)
Loans to members, net	35,549,342	1,581,701	37,131,043	—	(1,567,826)	35,563,217
Other assets	1,536,226	31,188	1,567,414	—	(18,149)	1,549,265
Total assets	$37,085,568	$ 1,612,889	$38,698,457	$ —	$ (1,585,975)	$37,112,482

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION
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	YTD FY2024					
(Dollars in thousands)	CFC	NCSC	Segments Total	Reclasses and Adjustments[1]	Intersegment Eliminations[2]	Consolidated Total
Results of operations:						
Interest income	$ 765,289	$ 39,048	$ 804,337	$ —	$ (34,394)	$ 769,943
Interest expense	(640,101)	(34,419)	(674,520)	—	34,394	(640,126)
Derivative cash settlements interest income	56,565	71	56,636	(56,636)	—	—
Interest expense	(583,536)	(34,348)	(617,884)	(56,636)	34,394	(640,126)
Net interest income	181,753	4,700	186,453	(56,636)	—	129,817
Provision for credit losses	(1,428)	(1,264)	(2,692)	—	1,264	(1,428)
Net interest income after provision for credit losses	180,325	3,436	183,761	(56,636)	1,264	128,389
Non-interest income:						
Fee and other income	14,685	2,962	17,647	—	(6,499)	11,148
Derivative gains:						
Derivative cash settlements interest income	—	—	—	56,636	—	56,636
Derivative forward value gains	—	—	—	240,189	—	240,189
Derivative gains	—	—	—	296,825	—	296,825
Investment securities gains	4,776	—	4,776	—	—	4,776
Total non-interest income	19,461	2,962	22,423	296,825	(6,499)	312,749
Non-interest expense:						
General and administrative expenses	(61,403)	(6,047)	(67,450)	—	4,435	(63,015)
Losses on early extinguishment of debt	(965)	—	(965)	—	—	(965)
Other non-interest expense	(425)	(803)	(1,228)	—	800	(428)
Total non-interest expense	(62,793)	(6,850)	(69,643)	—	5,235	(64,408)
Income (loss) before income taxes	136,993	(452)	136,541	240,189	—	376,730
Income tax provision	—	(411)	(411)	—	—	(411)
Net income (loss)	$ 136,993	$ (863)	$ 136,130	$ 240,189	$ —	$ 376,319

	November 30, 2023					
	CFC	NCSC	Segment Total	Reclasses and Adjustments[1]	Intersegment Eliminations[2]	Consolidated Total
Assets:						
Total loans outstanding	$33,529,392	$ 1,492,683	$35,022,075	$ —	$(1,481,837)	$33,540,238
Deferred loan origination costs	13,351	—	13,351	—	—	13,351
Loans to members	33,542,743	1,492,683	35,035,426	—	(1,481,837)	33,553,589
Less: Allowance for credit losses	(55,554)	(4,934)	(60,488)	—	4,934	(55,554)
Loans to members, net	33,487,189	1,487,749	34,974,938	—	(1,476,903)	33,498,035
Other assets	1,991,729	75,449	2,067,178	—	(55,010)	2,012,168
Total assets	$35,478,918	$ 1,563,198	$37,042,116	$ —	$(1,531,913)	$35,510,203

[1]Consists of (i) the reclassification of net periodic derivative settlement interest income (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 to CFC and the interest related to those borrowings, management fees paid by NCSC 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. During the three months ended August 31, 2024, we implemented a new loan accounting system and as part of the implementation made certain changes to our internal controls over accounting and financial reporting for our loans. There were no changes in our internal control over financial reporting that occurred during the three months ended November 30, 2024 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 2024 Form 10-K, as filed with the SEC on August 1, 2024. We are not aware of any material changes in the risk factors identified in our 2024 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 2024 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 2024 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*	—	Amendment No. 2 dated as of December 5, 2024 to the Amended and Restated Revolving Credit Agreement dated as of October 20, 2022 maturing on November 28, 2027.
10.2*	—	Amendment No. 2 dated as of December 5, 2024 to the Amended and Restated Revolving Credit Agreement dated as of October 20, 2022 maturing November 28, 2028.
10.3*	—	Series V Bond Purchase Agreement between the Registrant, the Federal Financing Bank and Rural Utilities Service dated as of December 18, 2024 for up to $450,000,000.
10.4*	—	Series V Future Advance Bond from the Registrant to the Federal Financing Bank dated as of December 18, 2024 for up to $450,000,000 maturing on July 15, 2059.
10.5*	—	Eleventh Amended, Restated and Consolidated Pledge Agreement dated as of December 18, 2024 between the Registrant, the Rural Utilities Service and U.S. Bank National Association.
10.6*	—	Eleventh Amended, Restated and Consolidated Bond Guarantee Agreement dated as of December 18, 2024 between the Registrant and the Rural Utilities Service.
10.7*^	—	Plan Document for CFC's Executive Benefit Restoration Plan effective as of January 1, 2015 and as amended and restated on December 18, 2024.
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)

*Indicates a document being filed with this Report.
^Identifies a management contract or compensatory plan or arrangement.
†Indicates a document that is 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, 2025

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)

Execution Version

AMENDMENT NO. 2

Dated as of December 5, 2024

to the

AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

Dated as of October 20, 2022

Among

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE CORPORATION,

THE BANKS PARTY HERETO,

MIZUHO BANK, LTD.,
as Administrative Agent and Initial Issuing Bank,

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

and

PNC BANK, NATIONAL ASSOCIATION,
ROYAL BANK OF CANADA,
TRUIST BANK,

and

U.S. BANK NATIONAL ASSOCIATION

as Co-Documentation Agents

MIZUHO BANK, LTD.,
J.P. MORGAN CHASE BANK, N.A.,
PNC CAPITAL MARKETS LLC,
RBC CAPITAL MARKETS,
TRUIST SECURITIES, INC.
and
U.S. BANK NATIONAL ASSOCIATION

as Co-Lead Arrangers and Joint Bookrunners

AMENDMENT NO. 2

AMENDMENT NO. 2 dated as of December 5, 2024 (this "Amendment") to the Amended and Restated Revolving Credit Agreement dated as of October 20, 2022, as amended by Amendment No. 1 dated as of November 20, 2023, among NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, a not-for-profit cooperative association incorporated under the laws of the District of Columbia, the BANKS party thereto from time to time, MIZUHO BANK, LTD., as Administrative Agent and as Initial Issuing Bank, JPMORGAN CHASE BANK, N.A., as Syndication Agent, and PNC BANK, NATIONAL ASSOCIATION, ROYAL BANK OF CANADA, TRUIST BANK and U.S. BANK NATIONAL ASSOCIATION, as Co-Documentation Agents (the "Existing Credit Agreement" and, as amended by this Amendment, the "Amended Credit Agreement").

W I T N E S S E T H :

WHEREAS, the Borrower has requested that the Banks party to the Existing Credit Agreement, immediately prior to the effectiveness of this Amendment (each, an "Existing Bank"), enter into this Amendment pursuant to which (i) the Existing Banks agree to extend the termination of their Commitments to November 28, 2027 (the "Extended Commitment Termination Date"), (ii) certain Existing Banks will agree to provide additional revolving credit commitments having as a termination date the Extended Commitment Termination Date (the "Extended Commitment Increase") and (iii) certain other provisions of the Existing Credit Agreement will be amended;

WHEREAS, each financial institution identified on Schedule 1 hereto as an "Extending Bank" (each, an "Extending Bank") has agreed, on the terms and conditions set forth herein, to provide Commitments terminating on the Extended Commitment Termination Date in the amounts set forth on Schedule 1 hereto opposite such Extending Bank's name under the heading "Commitment" (the "Extended Commitments");

WHEREAS, on the Second Amendment Effective Date (as defined in Section 7 below), the existing Commitment of each Extending Bank will be converted into an Extended Commitment;

WHEREAS, certain other financial institutions referred to herein as "Non-Extending Banks" (each, a "Non-Extending Bank") have informed the Borrower of their desire to not extend their existing Commitments;

WHEREAS, each financial institution identified on the signature pages hereto as a "New Bank" (each, a "New Bank") has agreed severally, on the terms and conditions set forth herein, to provide a portion of the Extended Commitment Increase equal to the amount set forth on Schedule 1 hereto opposite such New

Bank's name under the heading "Extended Commitments" and to become a "Bank" for all purposes under the Amended Credit Agreement; and

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 agree as follows:

Section 1. *Defined Terms; References*. Unless otherwise specifically defined herein, each term used herein that is defined in the Existing Credit Agreement or in the Amended Credit Agreement, as the context shall require, has the meaning assigned to such term in the Existing Credit Agreement or in the Amended Credit Agreement, as applicable. Each reference to "hereof", "hereunder", "herein" and "hereby" and each other similar reference and each reference to "this Amendment" and each other similar reference contained in the Existing Credit Agreement shall, on and after the Second Amendment Effective Date, refer to the Amended Credit Agreement.

Section 2. *Amended Terms and Second Amendment Effective Date Transactions*.

(a) Each of the parties hereto agrees that, effective on the Second Amendment Effective Date, the Existing Credit Agreement (including certain Schedules and Exhibits thereto) shall be amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the amended pages of the Existing Credit Agreement attached hereto as Exhibit A, and the Banks party hereto authorize the Administrative Agent and the Borrower to prepare a conformed copy of the Amended Credit Agreement that includes the changes contained in, and consistent with, the amended pages attached as Exhibit A.

(b) On the Second Amendment Effective Date, the Commitment of each Existing Bank that is an Extending Bank will be converted into an Extended Commitment under the Amended Credit Agreement in the amounts set forth on Schedule 1 hereto, so that the aggregate Commitment of such Extending Bank under the Amended Credit Agreement shall equal such Extended Bank's Extended Commitments.

(c) On the Second Amendment Effective Date, each New Bank agrees to be bound by all of the terms and conditions applicable to a Bank under the Amended Credit Agreement and accedes to all of the rights and obligations of a Bank as if it had been an original party thereto.

Section 3. *Representations of Borrower*. The Borrower represents and warrants, as of the date hereof, that:

(a) the Borrower has the corporate power and authority to execute, deliver and perform its obligations under this Amendment and under the Amended Credit Agreement, and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Amendment and the Amended Credit Agreement. The Borrower has duly executed and delivered this Amendment, and this Amendment and the Amended Credit Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (regardless of whether enforcement is sought by proceeding in equity or at law);

(b) 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 and performance by the Borrower of this Amendment. The Banks acknowledge that the Borrower may file this Amendment with the Securities and Exchange Commission on or after the Second Amendment Effective Date; and

(c) the execution and delivery of this Amendment and performance by the Borrower of this Amendment and the Amended Credit Agreement, the borrowings contemplated under the Amended Credit Agreement and the use of the proceeds thereof will not (i) contravene any material provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or Governmental Authority to which the Borrower is subject, (ii) require any consent under, or violate or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a material default under, or give rise to any right to accelerate or to require the prepayment, repurchase or redemption of any obligation under, or result in the creation or imposition of (or the obligation to create or impose) any Lien upon any of the property or assets of the Borrower pursuant to the terms of the Amended Credit Agreement or any material indenture, mortgage, deed of trust, agreement or instrument, in each case to which the Borrower is a party or by which it or any its property or assets is bound or to which it may be subject, or (iii) violate any provision of the articles of incorporation or by-laws, as applicable, of the Borrower.

Section 4. *GOVERNING LAW*. (a) THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO 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 AND OF THE UNITED STATES DISTRICT COURT OF 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 AMENDMENT, 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 COURT 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 AMENDMENT SHALL AFFECT ANY RIGHT THAT ANY PARTY HERETO OR ANY BANK MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AMENDMENT AGAINST ANY OTHER

PARTY HERETO OR ANY BANK OR THEIR RESPECTIVE PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO 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 AMENDMENT 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 AMENDMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 9.01 OF THE AMENDED CREDIT AGREEMENT. NOTHING IN THIS AMENDMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AMENDMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 5. *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 AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 6. *Counterparts*. This Amendment 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 Amendment by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Amendment. The words “execution,” “signed,” “signature,” and words of similar import in this Amendment 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. 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 7. *Effectiveness.* This Amendment shall become effective on the date (the “Second Amendment Effective Date”) on which the Administrative Agent shall have received the following documents or other items, each dated the Second Amendment Effective Date unless otherwise indicated, and satisfaction of the conditions precedent set forth in (h) below:

(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 of telegraphic, telex or other written confirmation from such party of execution of a counterpart hereof by such party), including receipt of consent from (i) each Extending Bank, (ii) each Non-Extending Bank, and (iii) the Required Banks under the Existing Credit Agreement;

(b) receipt by the Administrative Agent of an opinion of the General Counsel of the Borrower, substantially in the form of Exhibit C to the Amended Credit Agreement, *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;

(c) receipt by the Administrative Agent of a certificate signed by any one of the Chief Financial Officer, the Chief Executive Officer, the Treasurer, 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 of the Amended Credit Agreement have been satisfied as of the Second Amendment Effective Date and, in the case of clauses (c), (d) and (g), setting forth in reasonable detail the calculations required to establish such compliance;

(d) receipt by the Administrative Agent 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 Amendment are in full force and effect, and the Administrative Agent shall have received evidence thereof reasonably satisfactory to it;

(e) receipt by the Administrative Agent and the Syndication Agent (or their respective permitted assigns) and by each Bank Party of all fees, including all such fees that are owed to each Non-Extending Bank required to be paid in the respective amounts heretofore mutually agreed in writing, and all expenses required to be reimbursed pursuant to the terms of the Existing Credit Agreement and for which invoices have been presented, at least one (1) business day prior to the Second Amendment Effective Date;

(f) receipt by the Administrative Agent and the Banks of a Beneficial Ownership Certification on the Second Amendment Effective Date and all documentation and other information 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;

(g) receipt by the Administrative Agent of all documents the Administrative Agent may reasonably request relating to the existence of the Borrower, the corporate authority for and the validity of this Amendment all in form and substance reasonably satisfactory to the Administrative Agent;

(h) receipt by a requesting Bank of a new promissory Note, as applicable; and

(i) no Default or Event of Default has occurred and is continuing, or would result from the extension of the Extended Commitment Termination Date and (B) all the representations and warranties of the Borrower set forth in the Amended Credit 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).

The Administrative Agent shall promptly notify the Borrower and the Bank Parties of the Second Amendment Effective Date, and such notice shall be conclusive and binding on all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date 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,
Initial Issuing Bank and Extending Bank

By: /s/ EDWARD SACKS
Name: Edward Sacks
Title: Managing Director

JPMORGAN CHASE BANK, N.A., as
Syndication Agent and Extending Bank

By: /s/ KHAWAJA TARIQ
Name: Khawaja Tariq
Title: Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 (THE "**AMENDMENT**") TO THE AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT DATED AS OF OCTOBER 20, 2022, AS AMENDED BY AMENDMENT NO. 1 TO THE EXISTING CREDIT AGREEMENT, DATED AS OF NOVEMBER 20, 2023, AMONG NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, AS BORROWER, THE BANKS PARTY THERETO, MIZUHO BANK, LTD., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A. AS SYNDICATION AGENT AND THE OTHER AGENTS PARTY THERETO (THE "**EXISTING CREDIT AGREEMENT**").

<u>Check only one of the following</u>:

☐ The undersigned is a Bank with an existing Commitment and consents to this Amendment with respect to the full amount set forth on Schedule 1 hereto, which amount will be converted in full to an Extended Commitment.

☒ The undersigned Bank with an existing Commitment consents to this Amendment with respect to its existing Commitment and also confirms its willingness to provide additional Commitment under the Amended Credit Agreement in an aggregate principal amount of $25,000,000.

☐ The undersigned is a "Non-Extending Bank" and consents to this Amendment and to not extending its existing Commitment.

☐ The undersigned is a "New Bank" and confirms its willingness to provide a Commitment under the Amended Credit Agreement in the aggregate principal amount of $_______________.

ROYAL BANK OF CANADA

By: /s/ BENJAMIN LENNON
Name: Benjamin Lennon
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT NO. 2 (THE "**AMENDMENT**") TO THE AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT DATED AS OF OCTOBER 20, 2022, AS AMENDED BY AMENDMENT NO. 1 TO THE EXISTING CREDIT AGREEMENT, DATED AS OF NOVEMBER 20, 2023, AMONG NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, AS BORROWER, THE BANKS PARTY THERETO, MIZUHO BANK, LTD., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A. AS SYNDICATION AGENT AND THE OTHER AGENTS PARTY THERETO (THE "**EXISTING CREDIT AGREEMENT**").

Check only one of the following:

☐ The undersigned is a Bank with an existing Commitment and consents to this Amendment with respect to the full amount set forth on Schedule 1 hereto, which amount will be converted in full to an Extended Commitment.

☒ The undersigned Bank with an existing Commitment consents to this Amendment with respect to its existing Commitment and also confirms its willingness to provide additional Commitment under the Amended Credit Agreement in an aggregate principal amount of $25,000,000.

☐ The undersigned is a "Non-Extending Bank" and consents to this Amendment and to not extending its existing Commitment.

☐ The undersigned is a "New Bank" and confirms its willingness to provide a Commitment under the Amended Credit Agreement in the aggregate principal amount of $_______________.

Truist Bank

By: /s/ JUSTIN LIEN
Name: Justin Lien
Title: Director

SIGNATURE PAGE TO AMENDMENT NO. 2 (THE "**AMENDMENT**") TO THE AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT DATED AS OF OCTOBER 20, 2022, AS AMENDED BY AMENDMENT NO. 1 TO THE EXISTING CREDIT AGREEMENT, DATED AS OF NOVEMBER 20, 2023, AMONG NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, AS BORROWER, THE BANKS PARTY THERETO, MIZUHO BANK, LTD., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A. AS SYNDICATION AGENT AND THE OTHER AGENTS PARTY THERETO (THE "**EXISTING CREDIT AGREEMENT**").

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☐ The undersigned is a Bank with an existing Commitment and consents to this Amendment with respect to the full amount set forth on Schedule 1 hereto, which amount will be converted in full to an Extended Commitment.

☒ The undersigned Bank with an existing Commitment consents to this Amendment with respect to its existing Commitment and also confirms its willingness to provide additional Commitment under the Amended Credit Agreement in an aggregate principal amount of $25,000,000.

☐ The undersigned is a "Non-Extending Bank" and consents to this Amendment and to not extending its existing Commitment.

☐ The undersigned is a "New Bank" and confirms its willingness to provide a Commitment under the Amended Credit Agreement in the aggregate principal amount of $_______________

PNC BANK, NATIONAL ASSOCIATION

By: /s/ JOSEPH MCELHINNY
Name: Joseph McElhinny
Title: Senior Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 (THE **"AMENDMENT")** TO THE AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT DATED AS OF OCTOBER 20, 2022, AS AMENDED BY AMENDMENT NO. 1 TO THE EXISTING CREDIT AGREEMENT, DATED AS OF NOVEMBER 20, 2023, AMONG NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, AS BORROWER, THE BANKS PARTY THERETO, MIZUHO BANK, LTD., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A. AS SYNDICATION AGENT AND THE OTHER AGENTS PARTY THERETO (THE **"EXISTING CREDIT AGREEMENT").**

Check only one of the following:

☐ The undersigned is a Bank with an existing Commitment and consents to this Amendment with respect to the full amount set forth on Schedule 1 hereto, which amount will be converted in full to an Extended Commitment.

☒ The undersigned Bank with an existing Commitment consents to this Amendment with respect to its existing Commitment and also confirms its willingness to provide additional Commitment under the Amended Credit Agreement in an aggregate principal amount of $50,000,000.

☐ The undersigned is a "Non-Extending Bank" and consents to this Amendment and to not extending its existing Commitment.

☐ The undersigned is a "New Bank" and confirms its willingness to provide a Commitment under the Amended Credit Agreement in the aggregate principal amount of $_______________.

MUFG Bank, Ltd.

By: /s/ MICHAEL AGRIMIS
Name: Michael Agrimis
Title: Managing Director

SIGNATURE PAGE TO AMENDMENT NO. 2 (THE "**AMENDMENT**") TO THE AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT DATED AS OF OCTOBER 20, 2022, AS AMENDED BY AMENDMENT NO. 1 TO THE EXISTING CREDIT AGREEMENT, DATED AS OF NOVEMBER 20, 2023, AMONG NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, AS BORROWER, THE BANKS PARTY THERETO, MIZUHO BANK, LTD., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A. AS SYNDICATION AGENT AND THE OTHER AGENTS PARTY THERETO (THE "**EXISTING CREDIT AGREEMENT**").

Check only one of the following:

☒ The undersigned is a Bank with an existing Commitment and consents to this Amendment with respect to the full amount set forth on Schedule 1 hereto, which amount will be converted in full to an Extended Commitment.

☐ The undersigned Bank with an existing Commitment consents to this Amendment with respect to its existing Commitment and also confirms its willingness to provide additional Commitment under the Amended Credit Agreement in an aggregate principal amount of $.

☐ The undersigned is a "Non-Extending Bank" and consents to this Amendment and to not extending its existing Commitment.

☐ The undersigned is a "New Bank" and confirms its willingness to provide a Commitment under the Amended Credit Agreement in the aggregate principal amount of $.

KEYBANK NATIONAL ASSOCIATION

By: /s/ BENJAMIN C COOPER
Name: Benjamin C Cooper
Title: SVP

SIGNATURE PAGE TO AMENDMENT NO. 2 (THE **"AMENDMENT")** TO THE AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT DATED AS OF OCTOBER 20, 2022, AS AMENDED BY AMENDMENT NO. 1 TO THE EXISTING CREDIT AGREEMENT, DATED AS OF NOVEMBER 20, 2023, AMONG NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, AS BORROWER, THE BANKS PARTY THERETO, MIZUHO BANK, LTD., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A. AS SYNDICATION AGENT AND THE OTHER AGENTS PARTY THERETO (THE **"EXISTING CREDIT AGREEMENT").**

Check only one of the following:

☒ The undersigned is a Bank with an existing Commitment and consents to this Amendment with respect to the full amount set forth on Schedule 1 hereto, which amount will be converted in full to an Extended Commitment.

☐ The undersigned Bank with an existing Commitment consents to this Amendment with respect to its existing Commitment and also confirms its willingness to provide additional Commitment under the Amended Credit Agreement in an aggregate principal amount of $_______________.

☐ The undersigned is a "Non-Extending Bank" and consents to this Amendment and to not extending its existing Commitment.

☐ The undersigned is a "New Bank" and confirms its willingness to provide a Commitment under the Amended Credit Agreement in the aggregate principal amount of $________________.

Regions Bank

By: /s/ TEDRICK TARVER
Name: Tedrick Tarver
Title: Director

SIGNATURE PAGE TO AMENDMENT NO. 2 (THE **"AMENDMENT")** TO THE AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT DATED AS OF OCTOBER 20, 2022, AS AMENDED BY AMENDMENT NO. l TO THE EXISTING CREDIT AGREEMENT, DATED AS OF NOVEMBER 20, 2023, AMONG NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, AS BORROWER, THE BANKS PARTY THERETO, MIZUHO BANK, LTD., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A. AS SYNDICATION AGENT AND THE OTHER AGENTS PARTY THERETO (THE **"EXISTING CREDIT AGREEMENT").**

Check only one of the following:

☐ The undersigned is a Bank with an existing Commitment and consents to this Amendment with respect to the full amount set forth on Schedule **1** hereto, which amount will be converted in full to an Extended Commitment.

☒ The undersigned Bank with an existing Commitment consents to this Amendment with respect to its existing Commitment and also confirms its willingness to provide additional Commitment under the Amended Credit Agreement in an aggregate principal amount of $25,000,000.

☐ The undersigned is a "Non-Extending Bank" and consents to this Amendment and to not extending its existing Commitment.

☐ The undersigned is a "New Bank" and confirms its willingness to provide a Commitment under the Amended Credit Agreement in the aggregate principal amount of $________________.

U.S. Bank National Association

By: /s/ RYAN HUTCHINS
Name: Ryan Hutchins
Title: Senior Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 (THE "**AMENDMENT**") TO THE AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT DATED AS OF OCTOBER 20, 2022, AS AMENDED BY AMENDMENT NO. 1 TO THE EXISTING CREDIT AGREEMENT, DATED AS OF NOVEMBER 20, 2023, AMONG NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, AS BORROWER, THE BANKS PARTY THERETO, MIZUHO BANK, LTD., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A. AS SYNDICATION AGENT AND THE OTHER AGENTS PARTY THERETO (THE "**EXISTING CREDIT AGREEMENT**").

Check only one of the following:

☐ The undersigned is a Bank with an existing Commitment and consents to this Amendment with respect to the full amount set forth on Schedule 1 hereto, which amount will be converted in full to an Extended Commitment.

☐ The undersigned Bank with an existing Commitment consents to this Amendment with respect to its existing Commitment and also confirms its willingness to provide additional Commitment under the Amended Credit Agreement in an aggregate principal amount of $_______________.

☐ The undersigned is a "Non-Extending Bank" and consents to this Amendment and to not extending its existing Commitment.

☒ The undersigned is a "New Bank" and confirms its willingness to provide a Commitment under the Amended Credit Agreement in the aggregate principal amount of $75,000,000

M&T Bank

By: /s/ STEPHEN HOFFMAN
Name: Stephen Hoffman
Title: Managing Director

SIGNATURE PAGE TO AMENDMENT NO. 2 (THE "**AMENDMENT**") TO THE AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT DATED AS OF OCTOBER 20, 2022, AS AMENDED BY AMENDMENT NO. 1 TO THE EXISTING CREDIT AGREEMENT, DATED AS OF NOVEMBER 20, 2023, AMONG NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, AS BORROWER, THE BANKS PARTY THERETO, MIZUHO BANK, LTD., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A. AS SYNDICATION AGENT AND THE OTHER AGENTS PARTY THERETO (THE "**EXISTING CREDIT AGREEMENT**").

Check only one of the following:

☐ The undersigned is a Bank with an existing Commitment and consents to this Amendment with respect to the full amount set forth on Schedule 1 hereto, which amount will be converted in full to an Extended Commitment.

☐ The undersigned Bank with an existing Commitment consents to this Amendment with respect to its existing Commitment and also confirms its willingness to provide additional Commitment under the Amended Credit Agreement in an aggregate principal amount of $_______________.

☐ The undersigned is a "Non-Extending Bank" and consents to this Amendment and to not extending its existing Commitment.

☒ The undersigned is a "New Bank" and confirms its willingness to provide a Commitment under the Amended Credit Agreement in the aggregate principal amount of $75,000,000.00.

The Huntington National Bank

By: /s/ K. ANDREW TIBERI-WARNER
Name: K. Andrew Tiberi-Warner
Title: Director

SIGNATURE PAGE TO AMENDMENT NO. 2 (THE **“AMENDMENT”)** TO THE AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT DATED AS OF OCTOBER 20, 2022, AS AMENDED BY AMENDMENT NO. 1 TO THE EXISTING CREDIT AGREEMENT, DATED AS OF NOVEMBER 20, 2023, AMONG NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, AS BORROWER, THE BANKS PARTY THERETO, MIZUHO BANK, LTD., AS ADMINISTRATIVE AGENT, JPMORGAN CHASE BANK, N.A. AS SYNDICATION AGENT AND THE OTHER AGENTS PARTY THERETO (THE **“EXISTING CREDIT AGREEMENT”).**

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☐ The undersigned Bank with an existing Commitment consents to this Amendment with respect to its existing Commitment and also confirms its willingness to provide additional Commitment under the Amended Credit Agreement in an aggregate principal amount of $_______________.

☐ The undersigned is a “Non-Extending Bank” and consents to this Amendment and to not extending its existing Commitment.

☒ The undersigned is a “New Bank” and confirms its willingness to provide a Commitment under the Amended Credit Agreement in the aggregate principal amount of $50,000,000.

First National Bank of Pennsylvania

By: /s/ DAVID DIEZ
Name: David Diez
Title: Managing Director, Debt Capital Markets

SCHEDULE 1

EXTENDED COMMITMENTS

Extending Banks	**Commitment**
Mizuho Bank, Ltd.	$175,000,000.00
JPMorgan Chase Bank, N.A.	$175,000,000.00
Royal Bank of Canada	$175,000,000.00
PNC Bank, National Association	$175,000,000.00
Truist Bank	$175,000,000.00
U.S. Bank National Association	$175,000,000.00
MUFG Bank, Ltd.	$150,000,000.00
Regions Bank	$125,000,000.00
KeyBank National Association	$70,000,000.00
M&T Bank*	$75,000,000.00
The Huntington National Bank*	$75,000,000.00
First National Bank of Pennsylvania*	$50,000,000.00
Total	**$1,595,000,000.00**

*New Bank

EXHIBIT A

Execution Version

NOT A LEGAL DOCUMENT

COMPOSITE COPY REFLECTING
AMENDMENT NO. ~~1~~2
DATED AS OF ~~NOVEMBER 20, 2023~~DECEMBER 5, 2024

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,
ROYAL BANK OF CANADA

TRUIST BANK

and

U.S. BANK NATIONAL ASSOCIATION

as Co-Documentation Agents

MIZUHO BANK, LTD.,

JPMORGAN CHASE BANK, N.A.,

PNC CAPITAL MARKETS LLC
RBC CAPITAL MARKETS
TRUIST SECURITIES, INC.

and

U.S. BANK NATIONAL ASSOCIATION

as Co-Lead Arrangers and Joint Bookrunners

TABLE OF CONTENTS

Page

ARTICLE 1
Definitions

ARTICLE 2
The Credits

“**2007 Indenture**” means the Indenture dated as of October 25, 2007 between the Borrower and U.S. Bank Trust Company, 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.

“2023 Amendment” means Amendment No. 1 to this Agreement dated as of November 20, 2023 among the Borrower, the Administrative Agent, the Syndication Agent and the Banks thereto.

“2024 Amendment” means Amendment No. 2 to this Agreement dated as of December 5, 2024 among the Borrower, the Administrative Agent, the Syndication Agent and the Banks thereto.

“~~2023~~2024 Fee Letters” means those certain Fee Letters dated October ~~20~~24, ~~2023~~2024 among the Borrower, the Administrative Agent, the Syndication Agent and the Co-Lead Arrangers.

“~~2025~~2027 **Bank**” means at any time, any Bank that has a ~~2025~~2027 Commitment or ~~2025~~2027 Credit Exposure at such time.

“~~2025~~2027 **Commitment**” means (i) with respect to each ~~2025~~2027 Bank, the amount set forth opposite the name of such Bank on the Commitment Schedule hereto and (ii) with respect to any ~~Assignee that becomes a~~ Bank **that is an Assignee** pursuant to ~~Section 9.06(c) with respect to a 2025 Commitment~~Section 9.06(c), the amount of the transferor ~~2025~~ Bank's **commitment specified on the** Commitment **Schedule that is** assigned to ~~it~~**such Bank, and further, any subsequent assignment made by an Assignee to another Assignee of such amounts** pursuant to ~~Section 9.06(c)~~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.

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

~~**“2025 Conversion” has the meaning set forth in Section 2.21.**~~

~~**“2025 Conversion Offer” has the meaning set forth in Section 2.21.**~~

~~**“2025 Credit Exposure” means with respect to any 2025 Bank at any time, such Bank's Pro Rata Share of each of (i) the aggregate principal amount of the 2025 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 2025 Bank's participation in L/C Obligations are deemed to be “held” by such 2025 Bank for purposes of this definition).**~~

~~**"2025 Facility" means at any time, the aggregate amount of the 2025 Commitments at such time and the 2025 Credit Exposure in respect thereof.**~~

~~**"2025 Loan" means a Loan made by a 2025 Bank.**~~

~~**"2026 Bank" means at any time, any Bank that has a 2026 Commitment or 2026 Credit Exposure at such time.**~~

~~**"2026 Commitment" means (i) with respect to each 2026 Bank, the amount set forth opposite the name of such Bank on the Commitment Schedule hereto and (ii) with respect to any Assignee that becomes a Bank pursuant to Section 9.06(c) with respect to a 2026 Commitment, the amount of the transferor 2025 Bank's Commitment assigned to it 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.**~~

"~~**2026**~~2027 **Commitment Termination Date**" means November 28, ~~**2026**~~2027 or, if such day is not a Domestic Business Day, the next preceding Domestic Business Day, or if the Borrower has extended the Commitment Termination Date pursuant to Section ~~**2.22**~~**2.21**(a), the Extended Commitment Termination Date.

"~~**2026**~~2027 **Credit Exposure**" means with respect to any ~~**2026**~~2027 Bank at any time, such Bank's Pro Rata Share of each of (i) the aggregate principal amount of the ~~**2026**~~2027 Loans (including Swingline 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 ~~**2026**~~2027 Bank's participation in L/C Obligations are deemed to be "held" by such ~~**2026**~~2027 Bank for purposes of this definition).

"~~**2026**~~2027 **Facility**" means at any time, the aggregate amount of the ~~**2026**~~2027 Commitments at such time and the ~~**2026**~~2027 Credit Exposure in respect thereof.

"~~**2026**~~2027 **Loan**" means a Loan made by a ~~**2026**~~2027 Bank.

"**Additional Commitment Bank**" has the meaning set forth in ~~Section 2.22(d)~~Section 2.21(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

"**Anniversary Date**" has the meaning set forth in ~~Section 2.22~~Section 2.21(g).

"**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 any ~~**2025 Bank or any 2026**~~2027 Bank, 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)**~~**Section 2.21(b)**.

"**Bank Parties**" mean the Banks, the Swingline Lender 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 or a Swingline 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 hereto in respect of the ~~**2025 Facility or the 2026**~~2027 Facility.

"**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

"**Commitment**" means ~~(i)~~ with respect to ~~each 2025~~any 2027 Bank, such Bank's ~~2025 Commitment and (ii) with respect to each 2026 Bank, such Bank's 2026~~2027 Commitment.

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

"**Commitment Termination Date**" ~~means (i) with respect to 2025 Loans or 2025 Commitments, the 2025 Commitment Termination Date and (ii) with respect to 2026 Loans or 2026 Commitments, the 2026~~the 2027 Commitment Termination Date.

"**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 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 ~~(i)~~ with respect to ~~each 2025~~any 2027 Bank, such Bank's ~~2025 Credit Exposure and (ii) with respect to each 2026 Bank, such Bank's 2026~~2027 Credit Exposure.

"**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, the Swingline Lender or any other 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, the Swingline Lender or any other 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, Swingline Loans and participations in then outstanding Letters of Credit and Swingline Loans 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 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)**~~**Section 2.21(a)**.

"**Existing Credit Agreement**" has the meaning set forth in the 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.

"**Extended Commitment Termination Date**" means the date that is one (1) year after the Commitment Termination Date following an extension of the Commitment Termination Date pursuant to Section ~~**2.22**~~**2.21**(a).

"**Extension Date**" has the meaning set forth in ~~**Section 2.22(d)**~~**Section 2.21(d)**.

"**Facility Fee Rate**" means a rate per annum determined in accordance with the Pricing Schedule in respect of the ~~**2025**~~**2027** Facility ~~**or the 2026 Facility, as applicable**~~.

"**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 depositary 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.**~~

"First Amendment Effective Date" means the First Amendment Effective Date as defined in the 2023 Amendment.

"**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 Bank making such Competitive Loan in its related Competitive Bid.

"**Fixed Rate Loan**" means a Competitive Loan bearing interest at a Fixed Rate.

"**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 pursuant to the terms of the ~~2025~~2027 Facility, ~~or the 2026 Facility, as applicable,~~ and a Swingline Loan made by the Swingline Lender pursuant to the terms of the ~~2026~~2027 Facility 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 under the ~~2025 Facility or the 2026~~2027 Facility, ~~as applicable,~~ and a Swingline Loan made under the ~~2026~~2027 Facility by the Swingline Lender.

"**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)**~~**Section 2.21(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

"**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, (iv) the Borrower's 7.125% Subordinated Deferrable Interest Notes due 2053, ~~**and**~~ (v) **subordinated deferrable interest notes pursuant to the Borrower's Retail Subordinated Notes program, and (vi)** any other subordinated **Indebtedness** 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 ~~**(x) in the case of any 2025 Commitments, the 2025 Commitment Termination Date and (y) in the case of any 2026 Commitments, the 2026**~~**the 2027** 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.

"Second Amendment Effective Date" means the Second Amendment Effective Date as defined in the 2024 Amendment.

"**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)**~~**Section 2.21(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.

"**Swingline Borrowing**" means a borrowing of a Swingline Loan.

"**Swingline Borrowing Request**" means a request by the Borrower for a Swingline Loan in accordance with Section ~~**2.23**~~**2.22**.

"**Swingline Lender**" means Mizuho Bank, Ltd., in its capacity as lender of Swingline Loans hereunder, or such other Bank as the Borrower may from time to time select as the Swingline Lender hereunder pursuant to Section ~~**2.23**~~**2.22**; provided that such Bank has agreed to be a Swingline Lender.

"**Swingline Loan**" means a loan made by a Swingline Lender under the ~~2026~~2027 Facility to the Borrower pursuant to Section ~~2.23~~2.22.

"**Swingline Sublimit**" means an amount equal to the lesser of (a) $100,000,000 and (b) the total amount of the Swingline Lender's Commitment hereunder. The Swingline Sublimit is part of, and not in addition to, the Commitment.

"**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 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 and a "Swingline Borrowing" is a Borrowing under Section ~~2.23~~2.22. Each Competitive Loan shall be made in accordance with the procedures set forth in Section 2.03. Each Swingline Loan shall be made in accordance with the procedures set forth in Section ~~2.23~~2.22. 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, 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 ~~(pro rata between the 2025 Banks and 2026 Banks)~~ in accordance with their Pro Rata Share of the Aggregate Commitments until the ~~2025 Commitment Termination Date, thereafter, all Loans will be made by the 2026 Banks in accordance with their Pro Rata Share until the 2026 Revolving~~2027 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 ~~First~~Second Amendment Effective Date, or shall impose upon such Issuing Bank any unreimbursed loss, cost or expense which was not applicable on the ~~First~~Second 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;

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 under the ~~2025 Facility or the 2026~~2027 Facility 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

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 15, April 15, July 15 and October 15, 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 ~~**First**~~**Second** Amendment Effective Date the upfront fees required to be paid on such date, as set forth in the ~~**2023**~~**2024** 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, (ii) upon at least three U.S. Government Securities Business Days’ notice to the Administrative Agent, prepay any Group of Term Benchmark Loans, or (iii) on any Domestic Business Day, upon notice to the Administrative Agent not later than 11:00 a.m. (New York City time) on such Domestic Business Day, prepay any Swingline Loan, 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~~**; *provided* that prior to the Maturity Date with respect to 2025 Loans, all optional prepayments of Loans made pursuant to this paragraph shall be applied to the 2025 Loans and 2026 Loans on a pro rata basis**~~. Each such optional prepayment shall be applied to prepay ratably the Loans of the several Banks included in such Group of Loans.

(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 ~~**either**~~ the ~~**2025**~~2027 Commitments ~~**(prior to the 2025 Commitment Termination Date) or the 2026 Commitments or both**~~, 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

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~~ **(calculated after the Maturity Date with respect to the 2025 Commitments, only by reference to the 2026 Facility)**~~.

(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, 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.

~~**(m)** ***Reallocation of Risk Participations*****. On the 2025 Commitment Termination Date, all risk participations with respect to Letters of Credit issued on or prior to the 2025 Commitment Termination Date, and all obligations to make Loans or reimburse the relevant Issuing Bank for any amount drawn under such Letters of Credit, shall be reallocated to the 2026 Banks in accordance with their Pro Rata Share of the 2026 Facility; provided that (i) no such reallocation shall occur if any Default or Event of Default shall have occurred and be continuing (and each 2025 Bank shall continue to be entitled to its Pro Rata Share of the Letter of Credit Fees) and (ii) such reallocation shall only be effected to the extent that it would not result in the 2026 Credit Exposure of any 2026 Bank exceeding such Bank's 2026 Commitments (and any portion of the risk participation or other obligation not reallocated as a result of this clause (ii) shall terminate on the 2025 Commitment Termination Date).**~~

~~**Section 2.21.** ***2025 Conversions*****. Notwithstanding anything to the contrary in this Agreement, subject to the consent of the Administrative Agent and the Issuing Bank, such consent not to be unreasonably withheld, conditioned or delayed and pursuant to an offer (a "2025 Conversion Offer") made by the Borrower after the Amendment Effective Date to any 2025 Bank, the Borrower is hereby permitted to consummate from time to time transactions with individual 2025 Banks that accept such 2025 Conversion Offer to convert all (but not less than all) of such accepting 2025 Bank's 2025 Commitment and 2025 Credit Exposure to an equal principal amount of a 2026 Commitment and 2026 Credit Exposure (a "2025 Conversion"). Upon the effectiveness of any such 2025 Conversion, (i) such accepting 2025 Bank shall become a 2026 Bank, (ii) such accepting 2025 Bank's 2025 Commitments shall become 2026 Commitments in an aggregate principal amount equal to such accepting 2025 Bank's 2025 Commitments and (iii) such accepting 2025 Bank's 2025 Credit Exposure shall become a 2026 Credit Exposure in an aggregate principal amount equal to such accepting 2025 Bank's 2025 Credit Exposure. In connection with any 2025 Conversion, the Borrower shall provide the Administrative Agent and Issuing Bank at least five Business Days' (or such shorter period as may be agreed by the Administrative Agent) prior written notice thereof, and shall agree to such procedures (including, without limitation, regarding timing, rounding and other adjustments and to ensure reasonable administrative management of**~~

~~**the credit facilities hereunder after such conversion), if any, as may be established by, or acceptable to, the Administrative Agent, in each case acting reasonably to accomplish the purposes of this Section.**~~

Section 2.21. ~~**Section 2.22.**~~ *Extension of Commitment Termination Date*.
(a) The Borrower may, at any one time in any calendar year, by notice to the Administrative Agent (which shall promptly notify the Banks) not later than 30 days prior to the proposed Extension Date (as defined below), and on not more than ~~**one occasion**~~**two occasions** following the ~~**First**~~**Second** Amendment Effective Date, request that each ~~**2026**~~**2027** Bank extend such ~~**2026**~~**2027** Bank's ~~**2026**~~**2027** Commitment Termination Date for an additional one year after the ~~**2026**~~**2027** Commitment Termination Date then in effect for such ~~**2026**~~**2027** Bank hereunder (the "**Existing Commitment Termination Date**"); *provided*, *however*, that the Extended Commitment Termination Date shall not be more than three (3) years later than the applicable Extension Date.

(b) In the event it receives a notice from the Administrative Agent pursuant to Section ~~**2.22**~~**2.21**(a), each ~~**2026**~~**2027** 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 Extension Date and not later than the date (the "**Bank Extension Notice Date**") that is 20 days prior to the applicable Extension Date, advise the Administrative Agent whether or not such ~~**2026**~~**2027** 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 ~~**2026**~~**2027** 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 Extension Date, or, if such date is not a Domestic Business Day, on the next preceding Business Day (the "**Specified Date**").

(d) The Borrower shall have the right on or before the fifth Domestic Business Day after the Specified Date (the "**Extension Date**") to replace each Non-Extending Bank (i) with an existing ~~**2026**~~**2027** 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 ~~2026~~2027 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 ~~2026~~2027 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 ~~2026~~2027 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~~2.21(a), terminate on any anniversary of November 28, 2022 (each, an "**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.

Section 2.22. ~~**Section 2.23.**~~ *Swingline Loans*. (a) Subject to the terms and conditions set forth herein, the Swingline Lender, in reliance on the agreements of the ~~2026~~2027 Banks set forth in this Section, will make Swingline Loans to the Borrower from time to time on any Domestic Business Day, in an aggregate principal amount that will not result in (i) the Credit Exposure of any ~~2026~~2027 Bank exceeding its Commitment, (ii) the total ~~2026~~2027 Credit Exposures exceeding the total ~~2026~~2027 Commitments or (iii) the aggregate principal amount of outstanding Swingline Loans exceeding the Swingline Sublimit; *provided, further*, that no Swingline Lender shall be required to make a Swingline Loan to refinance an outstanding Swingline Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Swingline Loans.

(b) Each Swingline Borrowing shall be made upon the Borrower's notice to the Swingline Lender and the Administrative Agent. Each such notice shall be in the form of a written Swingline Borrowing Request, appropriately completed and signed by a Responsible Officer of the Borrower, or may be given by telephone (if promptly confirmed in writing by delivery of such a written Swingline Borrowing Request consistent with such telephonic notice) and must be received by the Swingline Lender and the Administrative Agent not later than 1:00 p.m. (New York City time) on the date of the requested Swingline Borrowing, and such notice shall specify (i) the amount to be borrowed, which shall be in a minimum of $5,000,000 or a larger multiple of $1,000,000, and (ii) the date of such Swingline Borrowing (which shall be a Domestic Business Day). Subject to the terms and conditions set forth herein, such Swingline Lender shall make each Swingline Loan available to the Borrower by credit to the Borrower's account with such Swingline Lender or by wire transfer in accordance with instructions provided to (and reasonably acceptable to) the Swingline Lender (or, in the case of a Swingline Loan made to finance the reimbursement of an L/C

Credit Extension as provided in Section 2.01(c), by remittance to the respective Issuing Bank), not later than 3:00 p.m. (New York City time) on the requested date of such Swingline Loan.

(c) (i) Immediately upon the making of a Swingline Loan by the Swingline Lender, and without any further action on the part of the Swingline Lender or the ~~2026~~2027 Banks, the Swingline Lender hereby grants to each Lender, and each ~~2026~~2027 Bank hereby acquires from the Swingline Lender, a participation in such Swingline Loan equal to such ~~2026~~2027 Bank's Pro Rata Share of the amount of such Swingline Loan. The Swingline Lender may, by written notice given to the Administrative Agent not later than 1:00 p.m. (New York City time), on any Domestic Business Day, require the ~~2026~~2027 Banks to fund participations on the Domestic Business Day in all or a portion of its Swingline Loans outstanding. Such notice shall specify the aggregate amount of Swingline Loans in which ~~2026~~2027 Banks will fund such participations. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each ~~2026~~2027 Bank, specifying in such notice such ~~2026~~2027 Bank's Pro Rata Share of each such Swingline Loan. Each ~~2026~~2027 Bank hereby absolutely, unconditionally and irrevocably agrees, upon receipt of notice as provided above in this paragraph, to pay to the Administrative Agent, for the account of the Swingline Lender, such ~~2026~~2027 Bank's Pro Rata Share of each such Swingline Loan. Each ~~2026~~2027 Bank acknowledges and agrees that its obligation to acquire and fund participations in Swingline Loans pursuant to this paragraph is absolute, unconditional and irrevocable and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(ii). The Administrative Agent shall notify the Borrower of any participations in any Swingline Loan funded pursuant to the preceding paragraph, and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to the Swingline Lender. Any amounts received by a Swingline Lender from the Borrower (or other party on behalf of the Borrower) in respect of a Swingline Loan made by the Swingline Lender after receipt by such Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent. Any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the ~~2026~~2027 Banks that shall have made their payments pursuant to the preceding paragraph and to the Swingline Lender, as their interests may appear, provided that any such payment so remitted shall be repaid to the Swingline Lender or to the Administrative Agent, as applicable, if and to the extent such payment is required to be refunded to the Borrower for any reason. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve the Borrower of any default in the payment thereof.

(d) The Swingline Lender may resign at any time by giving 30 days' prior notice to the Administrative Agent, the ~~2026~~2027 Banks and the Borrower. After the resignation of a Swingline Lender hereunder, the retiring Swingline Lender shall remain a party hereto and shall continue to have all the rights and obligations of a Swingline Lender under this Agreement with respect to Swingline Loans made by it prior to such resignation, but shall not be required to make any additional Swingline Loans.

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, 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) and the obligation of the Swingline Lender to make a Swingline Loan on the occasion of any Swingline Borrowing 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~~ and~~**,** the First Amendment Effective Date shall have occurred on or prior to November 20, 2023 **and the Second Amendment Effective Date shall have occurred on or prior to December 5, 2024**;

(b) receipt by the Administrative Agent of a Notice of Borrowing or a Swingline Borrowing Request, as applicable, 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, L/C Credit Extension or Swingline Borrowing, 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) **(without duplication of materiality qualifications otherwise set forth in such representations and warranties, before and after giving effect to such Borrowing or L/C Credit Extensions)**; *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 ~~**First**~~Second 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 **(except with respect to the 1994 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, L/C Credit Extension or Swingline Loan 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~~of May 31, 2022 and the related consolidated statements of operations, changes in equity and cash flows for the fiscal year ended May 31, ~~2022~~2024, 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

(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 **(except with respect to Indebtedness under the 1994 Indenture)**), (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 **(except with respect to Indebtedness under the 1994 Indenture)**); *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

(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~~**Flora Lio**
Loan Administration
Americas Business Operations Department
Phone: (201) ~~626-9414~~**626-9516**
Fax: (201) 626-9935
Email: ~~Dina.kalnitsky@mizuhogroup.com; lau_agent@mizuhocbus.com~~**lau_agent@mizuhogroup.com**

EXISTING COMMITMENT SCHEDULE

Institution	**Commitment Prior to the ~~First~~Second Amendment Effective Date**	**Loans Outstanding on the ~~First~~Second Amendment Effective Date**
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~~150,000,000.00	$0
U.S. Bank National Association	$~~125,000,000.00~~150,000,000.00	$0
~~MUFG~~Regions Bank~~, Ltd.~~	$~~100,000,000.00~~125,000,000.00	$0
~~Regions~~MUFG Bank, Ltd.	$~~75,000,000.00~~100,000,000.00	$0
KeyBank National Association	$70,000,000.00	$0
Total	**$~~1,245,000,000.00~~1,345,000,000.00**	**$0**

COMMITMENT SCHEDULE

Commitment Schedule

~~**2025 Banks**~~	~~**Commitment**~~
~~**The Bank of Nova Scotia**~~	~~**$150,000,000.00**~~
~~**Total:**~~	~~**$150,000,000**~~
~~2026~~2027 Banks	**Commitment**
Mizuho Bank Ltd.	$~~150,000,000.00~~175,000,000.00,
~~**Royal Bank of Canada**~~	~~**$150,000,000.00**~~
JPMorgan Chase Bank, N.A.	$~~150,000,000.00~~175,000,000.00
Royal Bank of Canada	**$175,000,000.00**
PNC Bank, National Association	$~~150,000,000.00~~175,000,000.00
U.S. Bank National Association	$~~150,000,000.00~~175,000,000.00
Truist Bank	$~~150,000,000.00~~175,000,000.00
MUFG Bank, Ltd.	**$150,000,000.00**
Regions Bank	$125,000,000.00
~~**MUFG Bank, Ltd.**~~**KeyBank National Association**	$~~100,000,000.00~~70,000,000.00
~~**KeyBank National Association**~~ **M&T Bank***	$~~70,000,000.00~~75,000,000.00
The Huntington National Bank*	**$75,000,000.00**
First National Bank of Pennsylvania*	**$50,000,000.00**
Total~~:~~	**$~~1,195,000,000~~1,595,000,000.00**

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, for ~~each of the 2025 Facility and 2026~~the 2027 Facility.

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. and its successors.

"**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.

EXHIBIT C

OPINION OF GENERAL COUNSEL OF THE BORROWER

~~November 20~~December 5, ~~2023~~2024

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 (i) that certain Amended and Restated Revolving Credit Agreement dated as of October 20, 2022 (as amended by ~~**Amendment No. 1**~~**the Amendments** (defined below), the "Extended 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, Royal Bank of Canada, Truist Bank and U.S. Bank National Association, as Co-Documentation Agents, ~~**and**~~ (ii) that certain Amendment No. 1 dated as of November 20, 2023 ("**Amendment No. 1**"), 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, Royal Bank of Canada, Truist Bank and U.S. Bank National Association, as Co-Documentation Agents **and (iii) that certain Amendment No. 2 dated as of December 5, 2024 ("Amendment No. 2" and together with Amendment No.1, the "Amendments"), 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, Royal Bank of Canada, Truist Bank and U.S. Bank National Association, 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 7(b) of the Amendment No. ~~1~~2. Terms defined in the Extended 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 and deliver the Amendment No. ~~1~~2 and each of the Notes dated the date hereof (the "Subject Notes") and carry out the terms and provisions of the Amendment No.~~1~~2, the Extended Agreement and the Subject Notes. The Amendment No. ~~1~~2 and the Subject Notes have been duly and validly authorized, executed and delivered by the Borrower.[1]

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 Extended 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 or delivery by the Borrower of the Amendment No.~~1~~2 or the Subject Notes or performance by the Borrower of the Amendment No. ~~1~~2, the Extended 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.

[1] 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.

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 Amendment No. ~~1~~2 or the Subject Notes, nor the consummation of any of the transactions therein contemplated or in the Extended Agreement, 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 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 Extended 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

EXHIBIT F

FORM OF NOTICE OF SWINGLINE BORROWING

TO:	Mizuho Bank, Ltd. ("*Mizuho*" or "*you*"), as Administrative Agent and Swingline Lender (each, here and hereafter as defined in the Amended and Restated Revolving Credit Agreement (as defined below)).
FROM:	National Rural Utilities Cooperative Finance Corporation, a not-for-profit cooperative association incorporated under the laws of the District of Columbia (the "*Borrower*", "*we*" or "*us*").
DATE:	___________________, 20___.
RE:	That certain Amended and Restated Revolving Credit Agreement, dated as of October 20, 2022 (as amended, restated, amended and restated, supplemented, increased, extended, refinanced, renewed, replaced, and/or otherwise modified in writing from time to time, the "*Amended and Restated Credit Agreement*"), by and among the Borrower, National Rural Utilities Cooperative Finance Corporation, a not-for-profit cooperative association incorporated under the laws of the District of Columbia (the "*Borrower*"), the Banks (as defined therein) from time to time party thereto, and Mizuho, as Administrative Agent, Swingline Lender and Initial Issuing Bank (each, as defined therein). Capitalized terms used herein but not otherwise defined herein shall have the meanings provided for such terms in the Amended and Restated Revolving Credit Agreement.

Ladies and Gentlemen:

This Notice of Swingline Borrowing (this "*Notice*") constitutes a Notice of Swingline Borrowing. The Borrower hereby irrevocably requests a Borrowing of a Swingline Loan pursuant to Section ~~2.23~~2.22(a) of the Amended and Restated Revolving Credit Agreement, and, in connection therewith, the Borrower specifies the following information with respect to the

Execution Version

AMENDMENT NO. 2

Dated as of December 5, 2024

to the

AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT

Dated as of October 20, 2022

Among

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE CORPORATION,

THE BANKS PARTY HERETO,

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and Initial Issuing Bank,

MIZUHO BANK, LTD.
as successor Syndication Agent

and

PNC BANK, NATIONAL ASSOCIATION,
ROYAL BANK OF CANADA,
TRUIST BANK,

and

U.S. BANK NATIONAL ASSOCIATION

as Co-Documentation Agents

J.P. MORGAN CHASE BANK, N.A.,
MIZUHO BANK, LTD.,
PNC CAPITAL MARKETS LLC,
RBC CAPITAL MARKETS,
TRUIST SECURITIES, INC.

and

U.S. BANK NATIONAL ASSOCIATION

as Co-Lead Arrangers and Joint Bookrunners

AMENDMENT NO. 2

AMENDMENT NO. 2 dated as of December 5, 2024 (this "Amendment") to the Amended and Restated Revolving Credit Agreement dated as of October 20, 2022, as amended by Amendment No. 1 dated as of November 20, 2023, among NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, a not-for-profit cooperative association incorporated under the laws of the District of Columbia, the BANKS party thereto from time to time, JPMORGAN CHASE BANK, N.A., as Administrative Agent and as Initial Issuing Bank, MIZUHO BANK (USA), as Syndication Agent, and PNC BANK, NATIONAL ASSOCIATION, ROYAL BANK OF CANADA, TRUIST BANK and U.S. BANK NATIONAL ASSOCIATION, as Co-Documentation Agents (the "Existing Credit Agreement" and, as amended by this Amendment, the "Amended Credit Agreement").

W I T N E S S E T H :

WHEREAS, the Borrower has requested that the Banks party to the Existing Credit Agreement, immediately prior to the effectiveness of this Amendment (each, an "Existing Bank"), enter into this Amendment pursuant to which (i) the Existing Banks agree to extend the termination of their Commitments to November 28, 2028 (the "Extended Commitment Termination Date"), (ii) certain Existing Banks will agree to provide additional revolving credit commitments having as a termination date the Extended Commitment Termination Date (the "Extended Commitment Increase") and (iii) certain other provisions of the Existing Credit Agreement will be amended;

WHEREAS, each financial institution identified on Schedule 1 hereto as an "Extending Bank" (each, an "Extending Bank") has agreed, on the terms and conditions set forth herein, to provide Commitments terminating on the Extended Commitment Termination Date in the amounts set forth on Schedule 1 hereto opposite such Extending Bank's name under the heading "Commitment" (the "Extended Commitments");

WHEREAS, on the Second Amendment Effective Date (as defined in Section 7 below), the existing Commitment of each Extending Bank will be converted into an Extended Commitment;

WHEREAS, certain other financial institutions referred to herein as "Non-Extending Banks" (each, a "Non-Extending Bank") have informed the Borrower of their desire to not extend their existing Commitments;

WHEREAS, each financial institution identified on the signature pages hereto as a "New Bank" (each, a "New Bank") has agreed severally, on the terms and conditions set forth herein, to provide a portion of the Extended Commitment Increase equal to the amount set forth on Schedule 1 hereto opposite such New

Bank's name under the heading "Extended Commitments" and to become a "Bank" for all purposes under the Amended Credit Agreement; and

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 agree as follows:

Section 1. *Defined Terms; References*. Unless otherwise specifically defined herein, each term used herein that is defined in the Existing Credit Agreement or in the Amended Credit Agreement, as the context shall require, has the meaning assigned to such term in the Existing Credit Agreement or in the Amended Credit Agreement, as applicable. Each reference to "hereof", "hereunder", "herein" and "hereby" and each other similar reference and each reference to "this Amendment" and each other similar reference contained in the Existing Credit Agreement shall, on and after the Second Amendment Effective Date, refer to the Amended Credit Agreement.

Section 2. *Amended Terms and Second Amendment Effective Date Transactions*.

(a) Each of the parties hereto agrees that, effective on the Second Amendment Effective Date, the Existing Credit Agreement (including certain Schedules and Exhibits thereto) shall be amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the amended pages of the Existing Credit Agreement attached hereto as Exhibit A, and the Banks party hereto authorize the Administrative Agent and the Borrower to prepare a conformed copy of the Amended Credit Agreement that includes the changes contained in, and consistent with, the amended pages attached as Exhibit A.

(b) On the Second Amendment Effective Date, the Commitment of each Existing Bank that is an Extending Bank will be converted into an Extended Commitment under the Amended Credit Agreement in the amounts set forth on Schedule 1 hereto, so that the aggregate Commitment of such Extending Bank under the Amended Credit Agreement shall equal such Extended Bank's Extended Commitments.

(c) On the Second Amendment Effective Date, each New Bank agrees to be bound by all of the terms and conditions applicable to a Bank under the Amended Credit Agreement and accedes to all of the rights and obligations of a Bank as if it had been an original party thereto.

Section 3. *Representations of Borrower*. The Borrower represents and warrants, as of the date hereof, that:

(a) the Borrower has the corporate power and authority to execute, deliver and perform its obligations under this Amendment and under the Amended Credit Agreement, and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Amendment and the Amended Credit Agreement. The Borrower has duly executed and delivered this Amendment, and this Amendment and the Amended Credit Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (regardless of whether enforcement is sought by proceeding in equity or at law);

(b) 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 and performance by the Borrower of this Amendment. The Banks acknowledge that the Borrower may file this Amendment with the Securities and Exchange Commission on or after the Second Amendment Effective Date; and

(c) the execution and delivery of this Amendment and performance by the Borrower of this Amendment and the Amended Credit Agreement, the borrowings contemplated under the Amended Credit Agreement and the use of the proceeds thereof will not (i) contravene any material provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or Governmental Authority to which the Borrower is subject, (ii) require any consent under, or violate or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a material default under, or give rise to any right to accelerate or to require the prepayment, repurchase or redemption of any obligation under, or result in the creation or imposition of (or the obligation to create or impose) any Lien upon any of the property or assets of the Borrower pursuant to the terms of the Amended Credit Agreement or any material indenture, mortgage, deed of trust, agreement or instrument, in each case to which the Borrower is a party or by which it or any its property or assets is bound or to which it may be subject, or (iii) violate any provision of the articles of incorporation or by-laws, as applicable, of the Borrower.

Section 4. *GOVERNING LAW*. (a) THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO 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 AND OF THE UNITED STATES DISTRICT COURT OF 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 AMENDMENT, 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 COURT 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 AMENDMENT SHALL AFFECT ANY RIGHT THAT ANY PARTY HERETO OR ANY BANK MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AMENDMENT AGAINST ANY OTHER

PARTY HERETO OR ANY BANK OR THEIR RESPECTIVE PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO 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 AMENDMENT 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 AMENDMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 9.01 OF THE AMENDED CREDIT AGREEMENT. NOTHING IN THIS AMENDMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AMENDMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 5. *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 AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 6. *Counterparts*. This Amendment 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 Amendment by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Amendment. The words "execution," "signed," "signature," and words of similar import in this Amendment 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. 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 7. *Effectiveness.* This Amendment shall become effective on the date (the "Second Amendment Effective Date") on which the Administrative Agent shall have received the following documents or other items, each dated the Second Amendment Effective Date unless otherwise indicated, and satisfaction of the conditions precedent set forth in (h) below:

(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 of telegraphic, telex or other written confirmation from such party of execution of a counterpart hereof by such party), including receipt of consent from (i) each Extending Bank, (ii) each Non-Extending Bank, and (iii) the Required Banks under the Existing Credit Agreement;

(b) receipt by the Administrative Agent of an opinion of the General Counsel of the Borrower, substantially in the form of Exhibit C to the Amended Credit Agreement, *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;

(c) receipt by the Administrative Agent of a certificate signed by any one of the Chief Financial Officer, the Chief Executive Officer, the Treasurer, 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 of the Amended Credit Agreement have been satisfied as of the Second Amendment Effective Date and, in the case of clauses (c), (d) and (g), setting forth in reasonable detail the calculations required to establish such compliance;

(d) receipt by the Administrative Agent 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 Amendment are in full force and effect, and the Administrative Agent shall have received evidence thereof reasonably satisfactory to it;

(e) receipt by the Administrative Agent and the Syndication Agent (or their respective permitted assigns) and by each Bank Party of all fees, including all such fees that are owed to each Non-Extending Bank required to be paid in the respective amounts heretofore mutually agreed in writing, and all expenses required to be reimbursed pursuant to the terms of the Existing Credit Agreement and for which invoices have been presented, at least one (1) business day prior to the Second Amendment Effective Date;

(f) receipt by the Administrative Agent and the Banks of a Beneficial Ownership Certification on the Second Amendment Effective Date and all documentation and other information 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;

(g) receipt by the Administrative Agent of all documents the Administrative Agent may reasonably request relating to the existence of the Borrower, the corporate authority for and the validity of this Amendment all in form and substance reasonably satisfactory to the Administrative Agent;

(h) receipt by a requesting Bank of a new promissory Note, as applicable; and

(i) no Default or Event of Default has occurred and is continuing, or would result from the extension of the Extended Commitment Termination Date and (B) all the representations and warranties of the Borrower set forth in the Amended Credit 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).

The Administrative Agent shall promptly notify the Borrower and the Bank Parties of the Second Amendment Effective Date, and such notice shall be conclusive and binding on all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

NATIONAL RURAL UTILITIES
COOPERATION 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, Initial Issuing Bank and Extending Bank

By: /s/ KHAWAJA TARIQ
Name: Khawaja Tariq
Title: Vice President

MIZUHO BANK, LTD., as Syndication Agent
and Extending Bank

By: /s/ EDWARD SACKS
Name: Edward Sacks
Title: Managing Director

SIGNATURE PAGE TO AMENDMENT NO. 2 (THE "**AMENDMENT**") TO THE AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT DATED AS OF OCTOBER 20, 2022, AS AMENDED BY AMENDMENT NO. I TO THE EXISTING CREDIT AGREEMENT, DATED AS OF NOVEMBER 20. 2023, AMONG NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, AS BORROWER., THE BANKS PARTY THERETO, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, MIZUHO BANK (USA) AS SYNDICATION AGENT AND THE OTHER AGENTS PARTY THERETO (THE "**EXISTING CREDIT AGREEMENT**").

Check only one of the following:

☒ The undersigned is a Bank with an existing Commitment and consents to this Amendment with respect to the full amount set forth on Schedule 1 hereto, which amount will be converted in full to an Extended Commitment.

□ The undersigned Bank with an existing Commitment consents to this Amendment with respect to its existing Commitment and also confirms its willingness to provide additional Commitment under the Amended Credit Agreement in an aggregate principal amount of $__________________.

□ The undersigned is a "Non-Extending Bank" and consents to this Amendment and to not extending its existing Commitment.

□ The undersigned is a "New Bank" and confirms its willingness to provide a Commitment under the Amended Credit Agreement in the aggregate principal amount of $__________________.

ROYAL BANK OF CANADA

By: /s/ BENJAMIN LENNON
Name: Benjamin Lennon
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT NO. 2 (THE "**AMENDMENT**") TO THE AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT DATED AS OF OCTOBER 20, 2022, AS AMENDED BY AMENDMENT NO. I TO THE EXISTING CREDIT AGREEMENT, DATED AS OF NOVEMBER 20. 2023, AMONG NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, AS BORROWER., THE BANKS PARTY THERETO, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, MIZUHO BANK (USA) AS SYNDICATION AGENT AND THE OTHER AGENTS PARTY THERETO (THE "**EXISTING CREDIT AGREEMENT**").

Check only one of the following:

☒ The undersigned is a Bank with an existing Commitment and consents to this Amendment with respect to the full amount set forth on Schedule 1 hereto, which amount will be converted in full to an Extended Commitment.

□ The undersigned Bank with an existing Commitment consents to this Amendment with respect to its existing Commitment and also confirms its willingness to provide additional Commitment under the Amended Credit Agreement in an aggregate principal amount of $__________________.

□ The undersigned is a "Non-Extending Bank" and consents to this Amendment and to not extending its existing Commitment.

□ The undersigned is a "New Bank" and confirms its willingness to provide a Commitment under the Amended Credit Agreement in the aggregate principal amount of $__________________.

Truist Bank

By: /s/ JUSTIN LIEN
Name: Justin Lien
Title: Director

SIGNATURE PAGE TO AMENDMENT NO. 2 (THE "**AMENDMENT**") TO THE AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT DATED AS OF OCTOBER 20, 2022, AS AMENDED BY AMENDMENT NO. I TO THE EXISTING CREDIT AGREEMENT, DATED AS OF NOVEMBER 20. 2023, AMONG NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, AS BORROWER., THE BANKS PARTY THERETO, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, MIZUHO BANK (USA) AS SYNDICATION AGENT AND THE OTHER AGENTS PARTY THERETO (THE "**EXISTING CREDIT AGREEMENT**").

Check only one of the following:

☒ The undersigned is a Bank with an existing Commitment and consents to this Amendment with respect to the full amount set forth on Schedule 1 hereto, which amount will be converted in full to an Extended Commitment.

□ The undersigned Bank with an existing Commitment consents to this Amendment with respect to its existing Commitment and also confirms its willingness to provide additional Commitment under the Amended Credit Agreement in an aggregate principal amount of $__________________.

□ The undersigned is a "Non-Extending Bank" and consents to this Amendment and to not extending its existing Commitment.

□ The undersigned is a "New Bank" and confirms its willingness to provide a Commitment under the Amended Credit Agreement in the aggregate principal amount of $__________________.

PNC BANK, NATIONAL ASSOCIATION

By: /s/ JOSEPH MCELHINNY
Name: Joseph McElhinny
Title: Senior Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 (THE "**AMENDMENT**") TO THE AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT DATED AS OF OCTOBER 20, 2022, AS AMENDED BY AMENDMENT NO. I TO THE EXISTING CREDIT AGREEMENT, DATED AS OF NOVEMBER 20. 2023, AMONG NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, AS BORROWER., THE BANKS PARTY THERETO, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, MIZUHO BANK (USA) AS SYNDICATION AGENT AND THE OTHER AGENTS PARTY THERETO (THE "**EXISTING CREDIT AGREEMENT**").

Check only one of the following:

□ The undersigned is a Bank with an existing Commitment and consents to this Amendment with respect to the full amount set forth on Schedule 1 hereto, which amount will be converted in full to an Extended Commitment.

☒ The undersigned Bank with an existing Commitment consents to this Amendment with respect to its existing Commitment and also confirms its willingness to provide additional Commitment under the Amended Credit Agreement in an aggregate principal amount of $50,000,000.

□ The undersigned is a "Non-Extending Bank" and consents to this Amendment and to not extending its existing Commitment.

□ The undersigned is a "New Bank" and confirms its willingness to provide a Commitment under the Amended Credit Agreement in the aggregate principal amount of $__________________.

MUFG Bank, Ltd.

By: /s/ MICHAEL AGRIMIS
Name: Michael Agrimis
Title: Managing Director

SIGNATURE PAGE TO AMENDMENT NO. 2 (THE "**AMENDMENT**") TO THE AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT DATED AS OF OCTOBER 20, 2022, AS AMENDED BY AMENDMENT NO. I TO THE EXISTING CREDIT AGREEMENT, DATED AS OF NOVEMBER 20. 2023, AMONG NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, AS BORROWER., THE BANKS PARTY THERETO, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, MIZUHO BANK (USA) AS SYNDICATION AGENT AND THE OTHER AGENTS PARTY THERETO (THE "**EXISTING CREDIT AGREEMENT**").

Check only one of the following:

☒ The undersigned is a Bank with an existing Commitment and consents to this Amendment with respect to the full amount set forth on Schedule 1 hereto, which amount will be converted in full to an Extended Commitment.

□ The undersigned Bank with an existing Commitment consents to this Amendment with respect to its existing Commitment and also confirms its willingness to provide additional Commitment under the Amended Credit Agreement in an aggregate principal amount of $__________________.

□ The undersigned is a "Non-Extending Bank" and consents to this Amendment and to not extending its existing Commitment.

□ The undersigned is a "New Bank" and confirms its willingness to provide a Commitment under the Amended Credit Agreement in the aggregate principal amount of $__________________.

KEYBANK NATIONAL ASSOCIATION

By: /s/ BENJAMIN C COOPER
Name: Benjamin C Cooper
Title: SVP

SIGNATURE PAGE TO AMENDMENT NO. 2 (THE "**AMENDMENT**") TO THE AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT DATED AS OF OCTOBER 20, 2022, AS AMENDED BY AMENDMENT NO. I TO THE EXISTING CREDIT AGREEMENT, DATED AS OF NOVEMBER 20. 2023, AMONG NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, AS BORROWER., THE BANKS PARTY THERETO, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, MIZUHO BANK (USA) AS SYNDICATION AGENT AND THE OTHER AGENTS PARTY THERETO (THE "**EXISTING CREDIT AGREEMENT**").

Check only one of the following:

☒ The undersigned is a Bank with an existing Commitment and consents to this Amendment with respect to the full amount set forth on Schedule 1 hereto, which amount will be converted in full to an Extended Commitment.

□ The undersigned Bank with an existing Commitment consents to this Amendment with respect to its existing Commitment and also confirms its willingness to provide additional Commitment under the Amended Credit Agreement in an aggregate principal amount of $__________________.

□ The undersigned is a "Non-Extending Bank" and consents to this Amendment and to not extending its existing Commitment.

□ The undersigned is a "New Bank" and confirms its willingness to provide a Commitment under the Amended Credit Agreement in the aggregate principal amount of $__________________.

Regions Bank

By: /s/ TEDRICK TARVER
Name: Tedrick Tarver
Title: Director

SIGNATURE PAGE TO AMENDMENT NO. 2 (THE "**AMENDMENT**") TO THE AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT DATED AS OF OCTOBER 20, 2022, AS AMENDED BY AMENDMENT NO. I TO THE EXISTING CREDIT AGREEMENT, DATED AS OF NOVEMBER 20. 2023, AMONG NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, AS BORROWER., THE BANKS PARTY THERETO, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, MIZUHO BANK (USA) AS SYNDICATION AGENT AND THE OTHER AGENTS PARTY THERETO (THE "**EXISTING CREDIT AGREEMENT**").

Check only one of the following:

☒ The undersigned is a Bank with an existing Commitment and consents to this Amendment with respect to the full amount set forth on Schedule 1 hereto, which amount will be converted in full to an Extended Commitment.

◻ The undersigned Bank with an existing Commitment consents to this Amendment with respect to its existing Commitment and also confirms its willingness to provide additional Commitment under the Amended Credit Agreement in an aggregate principal amount of $__________________.

◻ The undersigned is a "Non-Extending Bank" and consents to this Amendment and to not extending its existing Commitment.

◻ The undersigned is a "New Bank" and confirms its willingness to provide a Commitment under the Amended Credit Agreement in the aggregate principal amount of $__________________.

U.S. Bank National Association

By: /s/ RYAN HUTCHINS
Name: Ryan Hutchins
Title: Senior Vice President

SIGNATURE PAGE TO AMENDMENT NO. 2 (THE "**AMENDMENT**") TO THE AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT DATED AS OF OCTOBER 20, 2022, AS AMENDED BY AMENDMENT NO. I TO THE EXISTING CREDIT AGREEMENT, DATED AS OF NOVEMBER 20. 2023, AMONG NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, AS BORROWER., THE BANKS PARTY THERETO, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, MIZUHO BANK (USA) AS SYNDICATION AGENT AND THE OTHER AGENTS PARTY THERETO (THE "**EXISTING CREDIT AGREEMENT**").

Check only one of the following:

□ The undersigned is a Bank with an existing Commitment and consents to this Amendment with respect to the full amount set forth on Schedule 1 hereto, which amount will be converted in full to an Extended Commitment.

□ The undersigned Bank with an existing Commitment consents to this Amendment with respect to its existing Commitment and also confirms its willingness to provide additional Commitment under the Amended Credit Agreement in an aggregate principal amount of $__________________.

□ The undersigned is a "Non-Extending Bank" and consents to this Amendment and to not extending its existing Commitment.

☒ The undersigned is a "New Bank" and confirms its willingness to provide a Commitment under the Amended Credit Agreement in the aggregate principal amount of $75,000,000.

M&T Bank

By: /s/ STEPHEN HOFFMAN
Name: Stephen Hoffman
Title: Managing Director

SIGNATURE PAGE TO AMENDMENT NO. 2 (THE "**AMENDMENT**") TO THE AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT DATED AS OF OCTOBER 20, 2022, AS AMENDED BY AMENDMENT NO. I TO THE EXISTING CREDIT AGREEMENT, DATED AS OF NOVEMBER 20. 2023, AMONG NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, AS BORROWER., THE BANKS PARTY THERETO, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, MIZUHO BANK (USA) AS SYNDICATION AGENT AND THE OTHER AGENTS PARTY THERETO (THE "**EXISTING CREDIT AGREEMENT**").

Check only one of the following:

□ The undersigned is a Bank with an existing Commitment and consents to this Amendment with respect to the full amount set forth on Schedule 1 hereto, which amount will be converted in full to an Extended Commitment.

□ The undersigned Bank with an existing Commitment consents to this Amendment with respect to its existing Commitment and also confirms its willingness to provide additional Commitment under the Amended Credit Agreement in an aggregate principal amount of $__________________.

□ The undersigned is a "Non-Extending Bank" and consents to this Amendment and to not extending its existing Commitment.

☒ The undersigned is a "New Bank" and confirms its willingness to provide a Commitment under the Amended Credit Agreement in the aggregate principal amount of $75,000,000.00

The Huntington National Bank

By: /s/ K. ANDREW TIBERI-WARNER
Name: K. Andrew Tiberi-Warner
Title: Director

SIGNATURE PAGE TO AMENDMENT NO. 2 (THE "**AMENDMENT**") TO THE AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT DATED AS OF OCTOBER 20, 2022, AS AMENDED BY AMENDMENT NO. I TO THE EXISTING CREDIT AGREEMENT, DATED AS OF NOVEMBER 20. 2023, AMONG NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, AS BORROWER., THE BANKS PARTY THERETO, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, MIZUHO BANK (USA) AS SYNDICATION AGENT AND THE OTHER AGENTS PARTY THERETO (THE "**EXISTING CREDIT AGREEMENT**").

Check only one of the following:

□ The undersigned is a Bank with an existing Commitment and consents to this Amendment with respect to the full amount set forth on Schedule 1 hereto, which amount will be converted in full to an Extended Commitment.

□ The undersigned Bank with an existing Commitment consents to this Amendment with respect to its existing Commitment and also confirms its willingness to provide additional Commitment under the Amended Credit Agreement in an aggregate principal amount of $__________________.

□ The undersigned is a "Non-Extending Bank" and consents to this Amendment and to not extending its existing Commitment.

☒ The undersigned is a "New Bank" and confirms its willingness to provide a Commitment under the Amended Credit Agreement in the aggregate principal amount of $50,000,000__________________.

First National Bank of Pennsylvania

By: /s/ DAVID DIEZ__________________
Name: David Diez
Title: Managing Director, Debt Capital Markets

SCHEDULE 1

EXTENDED COMMITMENTS

Extending Banks	**Commitment**
JPMorgan Chase Bank, N.A.	$150,000,000.00
Mizuho Bank, Ltd.	$150,000,000.00
Royal Bank of Canada	$150,000,000.00
PNC Bank, National Association	$150,000,000.00
Truist Bank	$150,000,000.00
U.S. Bank National Association	$150,000,000.00
MUFG Bank, Ltd.	$150,000,000.00
Regions Bank	$125,000,000.00
KeyBank National Association	$180,000,000.00
The Bank of Nova Scotia*	$150,000,000.00
M&T Bank**	$75,000,000.00
The Huntington National Bank**	$75,000,000.00
First National Bank of Pennsylvania**	$50,000,000.00
Total	**$1,705,000,000.00**

*Non-extending lender – commitment termination date of November 28, 2026
**New Bank

EXHIBIT A

Execution Version

NOT A LEGAL DOCUMENT

COMPOSITE COPY REFLECTING
AMENDMENT NO. ~~1~~2
DATED AS OF ~~NOVEMBER 20, 2023~~DECEMBER 5, 2024

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,
ROYAL BANK OF CANADA
TRUIST BANK
and
U.S. BANK NATIONAL ASSOCIATION

as Co-Documentation Agents

J.P. MORGAN CHASE BANK, N.A.
MIZUHO BANK, LTD.
PNC CAPITAL MARKETS LLC
RBC CAPITAL MARKETS
TRUIST SECURITIES, INC.
and

U.S. BANK NATIONAL ASSOCIATION

as Co-Lead Arrangers and Joint Bookrunners

"**2007 Indenture**" means the Indenture dated as of October 25, 2007 between the Borrower and U.S. Bank Trust Company, 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.

"2023 Amendment" means Amendment No. 1 to this Agreement dated as of November 20, 2023 among the Borrower, the Administrative Agent, the Syndication Agent and the Banks thereto.

"2024 Amendment" means Amendment No. 2 to this Agreement dated as of December 5, 2024 among the Borrower, the Administrative Agent, the Syndication Agent and the Banks thereto.

"~~2023~~2024 Fee Letters" means those certain Fee Letters dated October ~~20~~**24**, ~~2023~~2024 among the Borrower, the Administrative Agent, the Syndication Agent and the Co-Lead Arrangers.

"**2026 Bank**" means at any time, any Bank that has a 2026 Commitment or 2026 Credit Exposure at such time.

"**2026 Commitment**" means (i) with respect to each 2026 Bank, the amount set forth opposite the name of such Bank on the Commitment Schedule hereto and (ii) with respect to any Assignee that becomes a Bank pursuant to Section 9.06(c) with respect to a 2026 Commitment, the amount of the transferor 2026 Bank's Commitment assigned to it 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.

"**2026 Commitment Termination Date**" means November 28, 2026 or, if such day is not a Domestic Business Day, the next preceding Domestic Business Day.

"**2026 Conversion**" has the meaning set forth in Section 2.21.

"**2026 Conversion Offer**" has the meaning set forth in Section 2.21.

"**2026 Credit Exposure**" means with respect to any 2026 Bank at any time, such Bank's Pro Rata Share of each of (i) the aggregate principal amount of the 2026 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 2026 Bank's participation in L/C Obligations are deemed to be "held" by such 2026 Bank for purposes of this definition).

"**2026 Facility**" means at any time, the aggregate amount of the 2026 Commitments at such time and the 2026 Credit Exposure in respect thereof.

"**2026 Loan**" means a Loan made by a 2026 Bank.

"**~~2027~~2028 Bank**" means at any time, any Bank that has a **~~2027~~2028** Commitment or **~~2027~~2028** Credit Exposure at such time.

"**~~2027~~2028 Commitment**" means (i) with respect to each **~~2027~~2028** Bank, the amount set forth opposite the name of such Bank on the Commitment Schedule hereto and (ii) with respect to any Assignee that becomes a Bank pursuant to Section 9.06(c) with respect to a **~~2026~~2028** Commitment, the amount of the transferor **~~2027~~2028** Bank's Commitment assigned to it 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.

"**~~2027~~2028 Commitment Termination Date**" means November 28, **~~2027~~2028** or, if such day is not a Domestic Business Day, the next preceding Domestic Business Day, or if the Borrower has extended the Commitment Termination Date pursuant to Section 2.22(a), the Extended Commitment Termination Date.

"**~~2027~~2028 Credit Exposure**" means with respect to any **~~2027~~2028** Bank at any time, such Bank's Pro Rata Share of each of (i) the aggregate principal amount of the **~~2027~~2028** Loans (including Swingline 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 **~~2027~~2028** Bank's participation in L/C Obligations are deemed to be "held" by such **~~2027~~2028** Bank for purposes of this definition).

"**~~2027~~2028 Facility**" means at any time, the aggregate amount of the **~~2027~~2028** Commitments at such time and the **~~2027~~2028** Credit Exposure in respect thereof.

"**~~2027~~2028 Loan**" means a Loan made by a **~~2027~~2028** Bank.

"**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.

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 any 2026 Bank or any ~~2027~~2028 Bank, 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, the Swingline Lender 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 or a Swingline 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 hereto in respect of the 2026 Facility or the ~~2027~~2028 Facility.

"**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.

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, Royal Bank of Canada, Truist Bank and U.S. Bank National Association, 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, RBC Capital Markets,[1] Truist Securities, Inc. and U.S. Bank National Association, each in their capacity as co-lead arranger and joint bookrunner.

"**Commitment**" means (i) with respect to each 2026 Bank, such Bank's 2026 Commitment and (ii) with respect to each ~~2027~~2028 Bank, such Bank's ~~2027~~2028 Commitment.

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

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

"**Commitment Termination Date**" means (i) with respect to 2026 Loans or 2026 Commitments, the 2026 Commitment Termination Date and (ii) with respect to ~~2027~~2028 Loans or ~~2027~~2028 Commitments, the ~~2027~~2028 Commitment Termination Date.

"**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 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 (i) with respect to each 2026 Bank, such Bank's 2026 Credit Exposure and (ii) with respect to each ~~2027~~2028 Bank, such Bank's ~~2027~~2028 Credit Exposure.

"**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**") 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 the 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.

"**Extended Commitment Termination Date**" means the date that is one (1) year after the Commitment Termination Date following an extension of the Commitment Termination Date pursuant to Section 2.22(a).

"**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 in respect of the 2026 Facility or the ~~2027~~2028 Facility, as applicable.

"**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 depositary 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.**~~

"First Amendment Effective Date" means the First Amendment Effective Date as defined in the 2023 Amendment.

"**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 Bank 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 an 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, "**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 pursuant to the terms of the 2026 Facility, or the ~~2027~~2028 Facility, as applicable, and a Swingline Loan made by the Swingline Lender pursuant to the terms of the ~~2027~~2028 Facility 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 under the 2026 Facility or the ~~2027~~2028 Facility, as applicable, and a Swingline Loan made under the ~~2027~~2028 Facility by the Swingline Lender.

"**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.

“**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, (iv) the Borrower’s 7.125% Subordinated Deferrable Interest Notes due 2053, ~~**and**~~ (v) **subordinated deferrable interest notes pursuant to the Borrower’s Retail Subordinated Notes program, and (vi)** any other subordinated **Indebtedness** as those contained in the instruments and documents relating to the foregoing (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 (x) in the case of any 2026 Commitments, the 2026 Commitment Termination Date and (y) in the case of any ~~2027~~2028 Commitments, the ~~2027~~2028 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.

"Second Amendment Effective Date" means the Second Amendment Effective Date as defined in the 2024 Amendment.

"**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.

"Swingline Borrowing" means a borrowing of a Swingline Loan.

"Swingline Borrowing Request" means a request by the Borrower for a Swingline Loan in accordance with Section 2.23.

"**Swingline Lender**" means JPMorgan Chase Bank, N.A., in its capacity as lender of Swingline Loans hereunder, or such other Bank as the Borrower may from time to time select as the Swingline Lender hereunder pursuant to Section 2.23; provided that such Bank has agreed to be a Swingline Lender.

"**Swingline Loan**" means a loan made by a Swingline Lender under the ~~2027~~2028 Facility to the Borrower pursuant to Section 2.23.

"**Swingline Sublimit**" means an amount equal to the lesser of (a) $100,000,000 and (b) the total amount of the Swingline Lender's Commitment hereunder. The Swingline Sublimit is part of, and not in addition to, the Commitment.

"**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 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 (pro rata between the 2026 Banks and ~~2027~~2028 Banks) in accordance with their Pro Rata Share of the Aggregate Commitments until the 2026 Commitment Termination Date, thereafter, all Loans will be made by the ~~2027~~2028 Banks in accordance with their Pro Rata Share until the ~~2027 Revolving~~2028 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

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 ~~First~~Second Amendment Effective Date, or shall impose upon such Issuing Bank any unreimbursed loss, cost or expense which was not applicable on the ~~First~~Second 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.

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 under the 2026 Facility or the ~~2027~~**2028** Facility 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 15, April 15, July 15, and October 15 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 15, April 15, July 15 and October 15, 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 15, April 15, July 15 and October 15, 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 ~~**First**~~**Second** Amendment Effective Date the upfront fees required to be paid on such date, as set forth in the ~~**2023**~~**2024** 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, (ii) upon at least three U.S. Government Securities Business Days' notice to the Administrative Agent, prepay any Group of Term Benchmark Loans, or (iii) on any Domestic Business Day, upon notice to the Administrative Agent not later than 11:00 a.m. (New York City time) on such Domestic Business Day, prepay any Swingline Loan, 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; *provided* that prior to the Maturity Date with respect to 2026 Loans, all optional prepayments of Loans made pursuant to this paragraph shall be applied to the 2026 Loans and ~~2027~~**2028** Loans on a pro rata basis. 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

(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 either the 2026 Commitments (prior to the 2026 Commitment Termination Date) or the ~~2027~~2028 Commitments or both, 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

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 (calculated after the Maturity Date with respect to the 2026 Commitments, only by reference to the ~~2027~~2028 Facility).

(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 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.

(m) *Reallocation of Risk Participations.* On the 2026 Commitment Termination Date, all risk participations with respect to Letters of Credit issued on or prior to the 2026 Commitment Termination Date, and all obligations to make Loans or reimburse the relevant Issuing Bank for any amount drawn under such Letters of Credit, shall be reallocated to the ~~2027~~2028 Banks in accordance with their Pro Rata Share of the ~~2027~~2028 Facility; provided that (i) no such reallocation shall occur if any Default or Event of Default shall have occurred and be continuing (and each 2026 Bank shall continue to be entitled to its Pro Rata Share of the Letter of Credit Fees) and (ii) such reallocation shall only be effected to the extent that it would not result in the ~~2027~~2028 Credit Exposure of any ~~2027~~2028 Bank exceeding such Bank's ~~2027~~2028 Commitments (and any portion of the risk participation or other obligation not reallocated as a result of this clause (ii) shall terminate on the 2026 Commitment Termination Date).

Section 2.21. *2026 Conversions.* Notwithstanding anything to the contrary in this Agreement, subject to the consent of the Administrative Agent and the

Issuing Bank, such consent not to be unreasonably withheld, conditioned or delayed and pursuant to an offer (a "**2026 Conversion Offer**") made by the Borrower after the Amendment Effective Date to any 2026 Bank, the Borrower is hereby permitted to consummate from time to time transactions with individual 2026 Banks that accept such 2026 Conversion Offer to convert all (but not less than all) of such accepting 2026 Bank's 2026 Commitment and 2026 Credit Exposure to an equal principal amount of a ~~2027~~2028 Commitment and ~~2027~~2028 Credit Exposure (a "**2026 Conversion**"). Upon the effectiveness of any such 2026 Conversion, (i) such accepting 2026 Bank shall become a ~~2027~~2028 Bank, (ii) such accepting 2026 Bank's 2026 Commitments shall become ~~2027~~2028 Commitments in an aggregate principal amount equal to such accepting 2026 Bank's 2026 Commitments and (iii) such accepting 2026 Bank's 2026 Credit Exposure shall become a ~~2027~~2028 Credit Exposure in an aggregate principal amount equal to such accepting 2026 Bank's 2026 Credit Exposure. In connection with any 2026 Conversion, the Borrower shall provide the Administrative Agent and Issuing Bank at least five Business Days' (or such shorter period as may be agreed by the Administrative Agent) prior written notice thereof, and shall agree to such procedures (including, without limitation, regarding timing, rounding and other adjustments and to ensure reasonable administrative management of the credit facilities hereunder after such conversion), if any, as may be established by, or acceptable to, the Administrative Agent, in each case acting reasonably to accomplish the purposes of this Section.

Section 2.22. *Extension of Commitment Termination Date*. (a) The Borrower may, at any one time in any calendar year, by notice to the Administrative Agent (which shall promptly notify the Banks) not later than 30 days prior to the proposed Extension Date (as defined below), and on not more than ~~one occasion~~two occasions following the ~~First~~Second Amendment Effective Date, request that each ~~2027~~2028 Bank extend such ~~2027~~2028 Bank's ~~2027~~2028 Commitment Termination Date for an additional one year after the ~~2027~~2028 Commitment Termination Date then in effect for such ~~2027~~2028 Bank hereunder (the "**Existing Commitment Termination Date**"); *provided*, *however*, that the Extended Commitment Termination Date shall not be more than five (5) years later than the applicable Extension Date.

(b) In the event it receives a notice from the Administrative Agent pursuant to Section 2.22(a), each ~~2027~~2028 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 Extension Date and not later than the date (the "Bank Extension Notice Date") that is 20 days prior to the applicable Extension Date, advise the Administrative Agent whether or not such ~~2027~~2028 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 ~~2027~~2028 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 Extension Date, or, if such date is not a Domestic Business Day, on the next preceding Business Day (the "Specified Date").

(d) The Borrower shall have the right on or before the fifth Domestic Business Day after the Specified Date (the "Extension Date") to replace each Non-Extending Bank (i) with an existing ~~2027~~2028 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 ~~2027~~2028 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 ~~2027~~2028 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 ~~2027~~2028 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 of November 28, 2022 (each, an **"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.

Section 2.23. *Swingline Loans*. (a) Subject to the terms and conditions set forth herein, the Swingline Lender, in reliance on the agreements of the ~~2027~~2028 Banks set forth in this Section, will make Swingline Loans to the Borrower from time to time on any Domestic Business Day, in an aggregate principal amount that will not result in (i) the Credit Exposure of any ~~2027~~2028 Bank exceeding its Commitment, (ii) the total ~~2027~~2028 Credit Exposures exceeding the total ~~2027~~2028 Commitments or (iii) the aggregate principal amount of outstanding Swingline Loans exceeding the Swingline Sublimit; *provided, further*, that no Swingline Lender shall be required to make a Swingline Loan to refinance an outstanding Swingline Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Swingline Loans.

(b) Each Swingline Borrowing shall be made upon the Borrower's notice to the Swingline Lender and the Administrative Agent. Each such notice shall be in the form of a written Swingline Borrowing Request, appropriately completed and signed by a Responsible Officer of the Borrower, or may be given by telephone (if promptly confirmed in writing by delivery of such a written Swingline Borrowing Request consistent with such telephonic notice) and must be received by the Swingline Lender and the Administrative Agent not later than 1:00 p.m. (New York City time) on the date of the requested Swingline Borrowing, and such notice shall specify (i) the amount to be borrowed, which shall be in a minimum of $5,000,000 or a larger multiple of $1,000,000, and (ii) the date of such Swingline Borrowing (which shall be a Domestic Business Day). Subject to the terms and conditions set forth herein, such Swingline Lender shall make each Swingline Loan available to the Borrower by credit to the Borrower's account with such Swingline Lender or by wire transfer in accordance with instructions provided to (and reasonably acceptable to) the Swingline Lender (or, in the case of a Swingline Loan made to finance the reimbursement of an L/C Credit Extension as provided in Section 2.01(c), by remittance to the respective Issuing Bank), not later than 3:00 p.m. (New York City time) on the requested date of such Swingline Loan.

(c)(i) Immediately upon the making of a Swingline Loan by the Swingline Lender, and without any further action on the part of the Swingline Lender or the ~~2027~~2028 Banks, the Swingline Lender hereby grants to each Lender, and each ~~2027~~2028 Bank hereby acquires from the Swingline Lender, a participation in such Swingline Loan equal to such ~~2027~~2028 Bank's Pro Rata Share of the amount of such Swingline Loan. The Swingline Lender may, by written notice given to the Administrative Agent not later than 1:00 p.m. (New York City time), on any Domestic Business Day, require the ~~2027~~2028 Banks to fund participations on the Domestic Business Day in all or a portion of its Swingline Loans outstanding. Such notice shall specify the aggregate amount of Swingline Loans in which ~~2027~~2028 Banks will fund such participations. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each ~~2027~~2028 Bank, specifying in such notice such ~~2027~~2028 Bank's Pro Rata Share of each such Swingline Loan. Each ~~2027~~2028 Bank hereby absolutely, unconditionally and irrevocably agrees, upon receipt of notice as provided above in this paragraph, to pay to the Administrative Agent, for the account of the Swingline Lender, such ~~2027~~2028 Bank's Pro Rata Share of each such Swingline Loan. Each ~~2027~~2028 Bank acknowledges and agrees that its obligation to acquire and fund participations in Swingline Loans pursuant to this paragraph is absolute, unconditional and irrevocable and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(ii) The Administrative Agent shall notify the Borrower of any participations in any Swingline Loan funded pursuant to the preceding paragraph, and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to the Swingline Lender. Any amounts received by a Swingline Lender from the Borrower (or other party on behalf of the Borrower) in respect of a Swingline Loan made by the Swingline Lender after receipt by such Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent. Any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the 20272028 Banks that shall have made their payments pursuant to the preceding paragraph and to the Swingline Lender, as their interests may appear, provided that any such payment so remitted shall be repaid to the Swingline Lender or to the Administrative Agent, as applicable, if and to the extent such payment is required to be refunded to the Borrower for any reason. The purchase of participations in a Swingline Loan pursuant to this paragraph shall not relieve the Borrower of any default in the payment thereof.

(d) The Swingline Lender may resign at any time by giving 30 days' prior notice to the Administrative Agent, the ~~2027~~2028 Banks and the Borrower. After the resignation of a Swingline Lender hereunder, the retiring Swingline Lender shall remain a party hereto and shall continue to have all the rights and obligations of a Swingline Lender under this Agreement with respect to Swingline Loans made by it prior to such resignation, but shall not be required to make any additional Swingline Loans.

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);

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, 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) and the obligation of the Swingline Lender to make a Swingline Loan on the occasion of any Swingline Borrowing 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 ~~and~~**,** the First Amendment Effective Date shall have occurred on or prior to November 20, 2023 **and the Second Amendment Effective Date shall have occurred on or prior to December 5, 2024**;

(b) receipt by the Administrative Agent of a Notice of Borrowing or a Swingline Borrowing Request, as applicable, 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, L/C Credit Extension or Swingline Borrowing, 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) **(without duplication of materiality qualifications otherwise set forth in such representations and warranties, before and after giving effect to such Borrowing or L/C Credit Extensions)**; 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 ~~First~~**Second** 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 **(except with respect to the 1994 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, L/C Credit Extension or Swingline Loan 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 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 **(except with respect to Indebtedness under the 1994 Indenture)**), (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 **(except with respect to Indebtedness under the 1994 Indenture)**); *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 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:**~~

(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)**~~**(x)** in the case of the Administrative Agent: **at its address, email address, telephone number, or telecopier number as the Administrative Agent may hereafter specify in writing to the Borrower.**

~~**JPMorgan Chase Bank, N.A.**~~
~~**4041 Ogletown Stanton Rd**~~
~~**Newark, DE 19713**~~
~~**Attn: Eureka Young**~~
~~**E-mail: eureka.young@jpmchase.com**~~
~~**Telephone: 302-634-5378**~~

~~**with a copy to:**~~

~~**Attn: Sherril Lowe**~~
~~**E-mail: Sherril.lowe@chase.com**~~
~~**Telephone: 980-296-6558**~~

~~**with a copy to:**~~

~~**JPMorgan Chase Bank, N.A.**~~
~~**8181 Communications Pkwy Bldg B, Floor 06**~~
~~**Plano, Texas 75024-0239**~~
~~**Attn: Oswin Joseph**~~
~~**E-mail: oswin.joseph@jpmchase.com**~~
~~**Telephone: 972-324-9944**~~

~~**(d)**~~**(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) ~~**(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.

(c) ~~**(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)

EXISTING COMMITMENT SCHEDULE

Institution	**Commitment Prior to the ~~First~~Second Amendment Effective Date**	**Loans Outstanding on the ~~First~~Second Amendment Effective Date**
Bank		
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~~150,000,000.00	$0
Truist Bank	$~~125,000,000.00~~150,000,000.00	$0
Regions Bank	$~~75,000,000.00~~125,000,000.00	$0
Total:	**$~~1,355,000,000.00~~1,455,000,000.00**	**$0**

COMMITMENT SCHEDULE

Commitment Schedule

2026 Banks	**Commitment**
The Bank of Nova Scotia	$150,000,000.00
Total:	**$150,000,000.00**
~~2027~~2028 Banks	**Commitment**
JPMorgan Chase Bank, N.A.	$150,000,000.00
Mizuho Bank, Ltd.	$150,000,000.00
Royal Bank of Canada	$150,000,000.00
KeyBank National Association	$180,000,000.00
PNC Bank, National Association	$150,000,000.00
U.S. Bank National Association	$150,000,000.00
Truist Bank	$150,000,000.00
MUFG Bank, Ltd.	$~~100,000,000.00~~150,000,000.00
Regions Bank	$125,000,000.00
M&T Bank**	**$75,000,000.00**
The Huntington National Bank**	**$75,000,000.00**
First National Bank of Pennsylvania**	**$50,000,000.00**
Total:	**$~~1,305,000,000.00~~1,555,000,000.00**

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, ~~2024~~2025

~~**L/C# SLCLSTL13035 – Valley Energy, Inc.**~~
~~**Beneficiary: Castleton Commodities Merchant Trading L.P.**~~
~~**Amount: $500,000**~~
~~**Effective Date: July 5, 2022**~~
~~**Expiration Date: April 15, 2024**~~

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, for each of the 2026 Facility and ~~2027~~2028 Facility.

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.

EXHIBIT C

OPINION OF GENERAL COUNSEL OF THE BORROWER

~~November 20~~**December 5**, ~~2023~~**2024**

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 (i) that certain Amended and Restated Revolving Credit Agreement dated as of October 20, 2022 (as amended by the Amendment No. ~~1~~2 (defined below), the "Extended 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 Royal Bank of Canada, Truist Bank and U.S. Bank National Association, as Co-Documentation Agents, ~~and~~ (ii) that certain Amendment No.1 dated as of November 20, 2023 ("Amendment No. 1"), 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, Royal Bank of Canada, Truist Bank and U.S. Bank National Association, as Co-Documentation Agents. **and (iii) that certain Amendment No. 2 dated as of December 5, 2024 ("Amendment No. 2" and together with Amendment No.1, the "Amendments"), 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, Royal Bank of Canada, Truist Bank and U.S. Bank National Association, 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 7(b) of the Amendment No. ~~1~~2. Terms defined in the Extended 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 and deliver the Amendment No. ~~1~~2 and each of the Notes dated the date hereof (the "Subject Notes") and carry out the terms and provisions of the Amendment No.~~1~~2, the Extended Agreement and the Subject Notes. The Amendment No. ~~1~~2 and the Subject Notes have been duly and validly authorized, executed and delivered by the Borrower.[1]

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 Extended 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 or delivery by the Borrower of the Amendment No. ~~1~~2 or the Subject Notes or performance by the Borrower of the Amendment No. ~~1~~2, the Extended 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.

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[1] 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.

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 Amendment No. ~~1~~2 or the Subject Notes, nor the consummation of any of the transactions therein contemplated or in the Extended Agreement, 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 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 Extended 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

SERIES V 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 18, 2024

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SERIES V BOND PURCHASE AGREEMENT made as of December 18, 2024, 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 V 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 V Bond Purchase Agreement; and

WHEREAS, the Borrower is authorized to enter into this Series V 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 Eleventh Amended, Restated and Consolidated Bond Guarantee Agreement dated as of December 18, 2024, 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 $450,000,000.00.

"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 Eleventh Amended, Restated and Consolidated Pledge Agreement dated as of December 18, 2024, 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 V 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 <u>Counterparts</u>.

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/ CHRISTOPHER L. TUTTLE
/s/ GARY E. 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 <u>QUESTIONS</u> 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 <u>ORIGINAL</u> FORM (TOGETHER WITH ALL OTHER FORMS AND MATERIAL REQUIRED BY RUS) <u>TO RUS</u> 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]

---

[1]Insert 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).

[2]Insert 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.

[3]Insert 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 <u>only if</u>) the Borrower selects, as the "Maturity Date" for this Advance, a date that will occur <u>on or after</u> the fifth anniversary of the "Requested Advance Date," then the Borrower <u>must</u> elect <u>1</u> of the following 2 alternative prepayment/refinancing privileges.

Alternative Prepayment/Refinancing Privileges: ☐ [5]

"M" for the "<u>Market Value</u> Prepayment/ Refinancing Privilege

"F" for the "<u>Fixed Premium</u> Prepayment/ Refinancing Privilege

If (and <u>only if</u>) the Borrower elects the "<u>Fixed Premium</u> Prepayment/ Refinancing Privilege," then the Borrower <u>must</u> elect <u>1</u> of the following 2 alternative no-call period options.

Alternative No-Call Period Options: ☐ [6]

"Y" for "yes," if the privilege <u>is</u> to include a 5-year No-Call Period

"N" for "no," if the privilege is <u>not</u> 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 <u>not</u> 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.

FOR ACCOUNTING USE ONLY:

RUS Budget
Account
Number

____

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	December 18, 2024
Place of Issue	Washington, DC
Last Day for an Advance (¶3)	July 15, 2029
Maximum Principal Amount (¶4)	$450,000,000.00
Final Maturity Date (¶5)	July 15, 2059

FOR FFB USE ONLY:

Bond Identifier:

CFC-0018

Purchase Date:

December 18, 2024

FUTURE ADVANCE BOND
SERIES V

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 V 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 Eleventh Amended, Restated and Consolidated Bond Guarantee Agreement dated as of December 18, 2024, 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 Eleventh Amended, Restated and Consolidated Pledge Agreement dated as of December 18, 2024, 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 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. <u>Rescission of Prepayment Elections and Refinancing Elections; Late Charges for Late Payments</u>.

(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 "<u>Election Rescission Notice</u>") 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:

Signature: /s/ NATHAN HOWARD

(SEAL)

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 <u>ONLY</u> 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 <u>OTHER THAN</u> THE IMMEDIATELY FOLLOWING QUARTERLY PAYMENT DATE.

DIRECT ALL <u>QUESTIONS</u> 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 <u>ORIGINAL</u> FORM <u>TO FFB</u> 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 <u>COPY</u> OF THIS FORM <u>TO RUS</u> 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 <u>NOT</u> COMPLETE THIS FORM <u>OR</u> 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 <u>NOT</u> 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").

FFB ADVANCE IDENTIFIER	RUS ACCOUNT NUMBER	ORIGINAL ADVANCE DATE	ORIGINAL ADVANCE AMOUNT	OUTSTANDING PRINCIPAL AMOUNT
____________	____________	____________	$______________	$______________
____________	____________	____________	$______________	$______________
____________	____________	____________	$______________	$______________
____________	____________	____________	$______________	$______________

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 IDENTIFIER[1]	OPTIONAL PRINCIPAL PAYMENT[2]	AMOUNT OF PRINCIPAL TO BE EXTENDED[3]	NEW MATURITY DATE[4]	TYPE OF PREPAYMENT/ REFINANCING PRIVILEGE[5]	5-YEAR NO-CALL PERIOD[6]	PREMIUM OPTION[7]
____________	$ __________	______________	__________	☐	☐	☐
____________	$ __________	______________	__________	☐	☐	☐
____________	$ __________	______________	__________	☐	☐	☐
____________	$ __________	______________	__________	☐	☐	☐

[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").

FFB ADVANCE IDENTIFIER	RUS ACCOUNT NUMBER	ORIGINAL ADVANCE DATE	ORIGINAL ADVANCE AMOUNT	OUTSTANDING PRINCIPAL AMOUNT
_____________	_____________	_____________	$_______________	$_______________
_____________	_____________	_____________	$_______________	$_______________
_____________	_____________	_____________	$_______________	$_______________
_____________	_____________	_____________	$_______________	$_______________

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 IDENTIFIER[1]	OPTIONAL PRINCIPAL PAYMENT[2]	AMOUNT OF PRINCIPAL TO BE EXTENDED[3]	NEW MATURITY DATE[4]	TYPE OF PREPAYMENT/ REFINANCING PRIVILEGE[5]	5-YEAR NO-CALL PERIOD[6]	PREMIUM OPTION[7]
______	$ ______	______	______	☐	☐	☐
______	$ ______	______	______	☐	☐	☐
______	$ ______	______	______	☐	☐	☐
______	$ ______	______	______	☐	☐	☐

[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]

[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:

FFB ADVANCE IDENTIFIER[2]	RUS ACCOUNT NUMBER[3]	ORIGINAL ADVANCE DATE[4]	ORIGINAL ADVANCE AMOUNT[5]	OUTSTANDING PRINCIPAL AMOUNT[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:

FFB ADVANCE IDENTIFIER[8]	**AMOUNT OF PRINCIPAL TO BE REPAID**[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:

FFB ADVANCE IDENTIFIER[2]	RUS ACCOUNT NUMBER[3]	ORIGINAL ADVANCE DATE[4]	ORIGINAL ADVANCE AMOUNT[5]	OUTSTANDING PRINCIPAL AMOUNT[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

****

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]

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:

FFB ADVANCE IDENTIFIER[2]	RUS ACCOUNT NUMBER[3]	ORIGINAL ADVANCE DATE[4]	ORIGINAL ADVANCE AMOUNT[5]	OUTSTANDING PRINCIPAL AMOUNT[6]
______________	______________	______________	$________________	$________________
______________	______________	______________	$________________	$________________
______________	______________	______________	$________________	$________________

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]
____________	$ ____________	____________	☐	☐	☐
____________	$ ____________	____________	☐	☐	☐
____________	$ ____________	____________	☐	☐	☐
____________	$ ____________	____________	☐	☐	☐

[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:

FFB ADVANCE IDENTIFIER[2]	RUS ACCOUNT NUMBER[3]	ORIGINAL ADVANCE DATE[4]	ORIGINAL ADVANCE AMOUNT[5]	OUTSTANDING PRINCIPAL AMOUNT[6]
____________	____________	____________	$____________	$____________
____________	____________	____________	$____________	$____________
____________	____________	____________	$____________	$____________

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]

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.

[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.

<u>Part 3</u>:

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]
____________	$ ____________	____________	☐	☐	☐
____________	$ ____________	____________	☐	☐	☐
____________	$ ____________	____________	☐	☐	☐
____________	$ ____________	____________	☐	☐	☐

[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 <u>new</u> 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 <u>only</u> if the new Maturity Date selected for such Advance will occur <u>on or after</u> 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 <u>only</u> 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 <u>not</u> 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 <u>only</u> 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 V Bond Purchase Agreement dated as of December 18, 2024 (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:

Name	Title	Signature
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 18, 2024

EXHIBIT D

TO

BOND PURCHASE AGREEMENT

FORM

OF

CERTIFICATE SPECIFYING AUTHORIZED RUS OFFICIALS

Federal Financing Bank
Main Treasury Building
1500 Pennsylvania Avenue, NW
Washington, DC 20220

Reference is made to the Series V Bond Purchase Agreement dated as of December 18, 2024 (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:

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:

Name	Title	Telephone Number
Andy Berke	Administrator Rural Utilities Service	(202) 720-9545
Christopher A. McLean	Assistant Administrator Electric Program Rural Utilities Service	(202) 720-6285
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 18, 2024

EXHIBIT E
TO
BOND PURCHASE AGREEMENT

FORM
OF
OPINION OF BORROWER'S COUNSEL
re:
BORROWER'S INSTRUMENTS

December 18, 2024

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 $450,000,000.00, provided for in the Series V Bond Purchase Agreement ("Bond Purchase Agreement"), dated as of December 18, 2024 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 18, 2024, in the maximum principal amount of $450,000,000.00 ("Guaranteed Bond"), said Guaranteed Bond payable to FFB, (c) the Eleventh Amended, Restated and Consolidated Bond Guarantee Agreement, dated as of December 18, 2024, made by and between RUS and Borrower, ("Guarantee Agreement"), (d) the Eleventh Amended, Restated and Consolidated Pledge Agreement, dated as of December 18, 2024, made by and among Borrower, RUS and U.S. Bank National Association ("Pledge Agreement"), and (e) the Series V Reimbursement Note, dated as of December 18, 2024, 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:

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

United States Department of Agriculture **Office of the General Counsel** **Washington, D.C. 20250-1400**

December 18, 2024

MEMORANDUM FOR: ANDY BERKE
ADMINISTRATOR
RURAL UTILITIES SERVICE

FROM: Mary Beth Schultz
Deputy Principal General Counsel

SUBJECT: Section 313A Legal Opinion

This is in response to your letter of December 18, 2024, 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 18, 2024, 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, 2024, Pub. L. No. 118-42, Division B, 138 Stat. 25, 89 (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 (2024), 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 (2024);

4. The executed Bond of the Borrower in the maximum principal amount of four hundred fifty million dollars ($450,000,000), having a final maturity date of July 15, 2059 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 11, 2024, from Andy Berke, 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 V Bond Purchase Agreement dated as of December 18, 2024 (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 V Bond dated as of December 18, 2024 (the "Bond"), issued by the Borrower payable to FFB in the maximum principal amount of $450,000,000.00; and

(c) the RUS Guarantee dated as of December 18, 2024 (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 18, 2024

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 V Bond dated December 18, 2024, issued by National Rural Utilities Cooperative Finance Corporation (the "Borrower") payable to FFB in the maximum principal amount of $450,000,000, 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 V Bond Purchase Agreement dated as of December 18, 2024, 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 18, 2024

Bond Date	December 18, 2024
Place of Issue	Washington, DC
Last Day for an Advance (¶3)	July 15, 2029
Maximum Principal Amount (¶4)	$450,000,000.00
Final Maturity Date (¶5)	July 15, 2059

FOR FFB USE ONLY:

Bond Identifier:

CFC-0018

Purchase Date:

December 18, 2024

FUTURE ADVANCE BOND
SERIES V

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 V 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 Eleventh Amended, Restated and Consolidated Bond Guarantee Agreement dated as of December 18, 2024, 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 Eleventh Amended, Restated and Consolidated Pledge Agreement dated as of December 18, 2024, 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 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. <u>Rescission of Prepayment Elections and Refinancing Elections; Late Charges for Late Payments</u>.

(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 "<u>Election Rescission Notice</u>") 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:

Signature: /s/ NATHAN HOWARD

(SEAL)

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) 205-8663

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

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").

FFB ADVANCE IDENTIFIER	**RUS ACCOUNT NUMBER**	**ORIGINAL ADVANCE DATE**	**ORIGINAL ADVANCE AMOUNT**	**OUTSTANDING PRINCIPAL AMOUNT**
____________	____________	____________	$______________	$______________
____________	____________	____________	$______________	$______________
____________	____________	____________	$______________	$______________
____________	____________	____________	$______________	$______________

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 IDENTIFIER[1]	OPTIONAL PRINCIPAL PAYMENT[2]	AMOUNT OF PRINCIPAL TO BE EXTENDED[3]	NEW MATURITY DATE[4]	TYPE OF PREPAYMENT/ REFINANCING PRIVILEGE[5]	5-YEAR NO-CALL PERIOD[6]	PREMIUM OPTION[7]
____________	$ __________	______________	__________	☐	☐	☐
____________	$ __________	______________	__________	☐	☐	☐
____________	$ __________	______________	__________	☐	☐	☐
____________	$ __________	______________	__________	☐	☐	☐

[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").

FFB ADVANCE IDENTIFIER	RUS ACCOUNT NUMBER	ORIGINAL ADVANCE DATE	ORIGINAL ADVANCE AMOUNT	OUTSTANDING PRINCIPAL AMOUNT
____________	____________	____________	$______________	$______________
____________	____________	____________	$______________	$______________
____________	____________	____________	$______________	$______________
____________	____________	____________	$______________	$______________

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 IDENTIFIER[1]	OPTIONAL PRINCIPAL PAYMENT[2]	AMOUNT OF PRINCIPAL TO BE EXTENDED[3]	NEW MATURITY DATE[4]	TYPE OF PREPAYMENT/ REFINANCING PRIVILEGE[5]	5-YEAR NO-CALL PERIOD[6]	PREMIUM OPTION[7]
____________	$ ____________	____________	____________	☐	☐	☐
____________	$ ____________	____________	____________	☐	☐	☐
____________	$ ____________	____________	____________	☐	☐	☐
____________	$ ____________	____________	____________	☐	☐	☐

---

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 <u>other than</u> 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 <u>difference between</u> 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 <u>new</u> 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 <u>only</u> if the new Maturity Date selected for such Advance will occur <u>on or after</u> 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 <u>only</u> 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 <u>not</u> 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 <u>only</u> 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]

[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:

FFB ADVANCE IDENTIFIER[2]	RUS ACCOUNT NUMBER[3]	ORIGINAL ADVANCE DATE[4]	ORIGINAL ADVANCE AMOUNT[5]	OUTSTANDING PRINCIPAL AMOUNT[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.

<u>Part 3</u>:

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:

FFB ADVANCE IDENTIFIER[8]	AMOUNT OF PRINCIPAL TO BE PREPAID[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).

<u>Part 1</u>:

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:

FFB ADVANCE IDENTIFIER[2]	RUS ACCOUNT NUMBER[3]	ORIGINAL ADVANCE DATE[4]	ORIGINAL ADVANCE AMOUNT[5]	OUTSTANDING PRINCIPAL AMOUNT[6]
____________	____________	____________	$______________	$______________
____________	____________	____________	$______________	$______________
____________	____________	____________	$______________	$______________

<u>Part 2</u>:

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 <u>before</u> 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

****

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]

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:

FFB ADVANCE IDENTIFIER[2]	RUS ACCOUNT NUMBER[3]	ORIGINAL ADVANCE DATE[4]	ORIGINAL ADVANCE AMOUNT[5]	OUTSTANDING PRINCIPAL AMOUNT[6]
____________	____________	____________	$____________	$____________
____________	____________	____________	$____________	$____________
____________	____________	____________	$____________	$____________

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]
____________	$____________	____________	☐	☐	☐
____________	$____________	____________	☐	☐	☐
____________	$____________	____________	☐	☐	☐
____________	$____________	____________	☐	☐	☐

[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:

FFB ADVANCE IDENTIFIER[2]	**RUS ACCOUNT NUMBER**[3]	**ORIGINAL ADVANCE DATE**[4]	**ORIGINAL ADVANCE AMOUNT**[5]	**OUTSTANDING PRINCIPAL AMOUNT**[6]
____________	____________	____________	$______________	$______________
____________	____________	____________	$______________	$______________
____________	____________	____________	$______________	$______________

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 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]
____________	$____________	____________	☐	☐	☐
____________	$____________	____________	☐	☐	☐
____________	$____________	____________	☐	☐	☐
____________	$____________	____________	☐	☐	☐

[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

ELEVENTH AMENDED, RESTATED AND CONSOLIDATED PLEDGE AGREEMENT

Dated as of
December 18, 2024

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ELEVENTH AMENDED, RESTATED AND CONSOLIDATED PLEDGE AGREEMENT, dated as of December 18, 2024, 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 $9,923,286,000: (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, (o) that certain Series S Future Advance Bond dated as of November 4, 2021, (p) that certain Series T Future Advance Bond dated as of December 15, 2022, and (q) that certain Series U Future Advance Bond dated as of December 19, 2023 (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 $450,000,000.00 (hereinafter called the "Series V Bond") and may from time to time issue additional bonds to FFB (the "New Bonds") (the Original Bonds, the Series V Bond, and the New Bonds are collectively referred to as the "Bonds");

WHEREAS, the Original Bonds were previously guaranteed by RUS pursuant to the Tenth Amended, Restated and Consolidated Bond Guarantee Agreement, dated as of December 19, 2023, 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 V Bond, the Borrower and FFB have entered into the Eleventh Amended, Restated and Consolidated Bond Guarantee Agreement, dated as of December 18, 2024 (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 Tenth Amended, Restated and Consolidated Pledge Agreement, dated as of December 19, 2023, 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 18, 2024.

"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. 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 V 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 V 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.

(c) Prior to the withdrawal, substitution, or deposit of any Pledged Collateral by the Borrower, RUS shall have, in its sole discretion, the right to reject any withdrawal, substitution, or deposit of Pledged Collateral by providing written notice of such rejection to the Borrower within fourteen (14) Business Days of RUS's receipt of the Borrower's request to withdraw, substitute, or deposit Pledged Collateral. The withdrawal, substitution, or deposit of Pledged Collateral will be deemed to have been approved by RUS in the event that RUS does not reject the withdrawal, substitution, or deposit of Pledged Collateral by written notice within fourteen (14) Business Days of RUS's receipt of the Borrower's written notice to withdraw or substitute Pledged Collateral.

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 revest 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 all proceeds from the sale of Pledged Securities that exceed the Maximum Debtor Principal Amount), 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.

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
ELEVENTH AMENDED, RESTATED AND
CONSOLIDATED PLEDGE AGREEMENT

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE CORPORATION

ELEVENTH AMENDED, RESTATED AND CONSOLIDATED PLEDGE AGREEMENT
DATED AS OF DECEMBER 18, 2024

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 Eleventh 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...$

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.

All terms which are defined in the Pledge Agreement are used herein as so defined.

Dated:

____

____

NATIONAL RURAL UTILITIES
COOPERATIVE FINANCE CORPORATION

SCHEDULE I
TO
ELEVENTH AMENDED, RESTATED AND
CONSOLIDATED PLEDGE AGREEMENT

PLEDGED 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)
Cash..........................				
Permitted Investments (Here List).............				
Pledged Instruments (Here List Instruments)				

SCHEDULE I
TO
ELEVENTH AMENDED, RESTATED AND
CONSOLIDATED PLEDGE AGREEMENT

PLEDGED 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
ELEVENTH AMENDED, RESTATED AND
CONSOLIDATED PLEDGE AGREEMENT

PLEDGED 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
ELEVENTH 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, Room 4121S
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
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

ELEVENTH AMENDED, RESTATED, AND CONSOLIDATED BOND GUARANTEE AGREEMENT

dated as of December 18, 2024

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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AGREEMENTS OF THE BORROWER

ELEVENTH AMENDED, RESTATED AND CONSOLIDATED BOND GUARANTEE AGREEMENT dated as of December 18, 2024, 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 $9,923,286,000 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, (o) that certain Series S Bond Purchase Agreement dated as of November 4, 2021, (p) that certain Series T Bond Purchase Agreement dated as of December 15, 2022, and (q) that certain Series U Bond Purchase Agreement dated as of December 19, 2023 (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 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, (o) that certain Series S Future Advance Bond dated as of November 4, 2021, (p) that certain Series T Future Advance Bond dated as of December 15, 2022, and (q) that certain Series U Future Advance Bond dated as of December 19, 2023 (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 Tenth Amended, Restated, and Consolidated Bond Guarantee Agreement dated as of December 19, 2023, by and between the Borrower and RUS (the "Prior Bond Guarantee Agreement").

3. On March 1, 2024, the Borrower applied to RUS (the "Application"), in accordance with the RE Act and the Regulations, for RUS to guarantee a seventeenth 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 $450,000,000 upon the terms and subject to the conditions set forth in the Series V 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 V 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 V Future Advance Bond issued by the Borrower to FFB and dated as of the date hereof (the "Series V 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 V 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:

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 Eleventh 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.

"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 18, 2024.

"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.

"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 depositary 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.

"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 Eleventh Amended, Restated and Consolidated Pledge Agreement dated as of December 18, 2024, 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.

"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 V Bond" shall have the meaning given to that term in the recitals hereto.

"Series V Guarantee" shall mean the Guarantee executed by the Secretary and attached to the Series V Bond.

"Series V 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.

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 V Guarantee. Upon presentation to RUS of the Series V 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 V Guarantee.

SECTION 2.3. Coverage of the Series V Guarantee. The Series V 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 V 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

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.

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 V 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.

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 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;

(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

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 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)(i) 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 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 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 tonto* 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 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.

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. ANDREW DON
Name: J. Andrew Don
Title: Governor and
Chief Executive Officer

SCHEDULE I
TO
ELEVENTH 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, Room 4121S
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

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 Eleventh Amended, Restated and Consolidated Bond Guarantee Agreement

SUPPLEMENT TO ELEVENTH 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 Eleventh Amended, Restated and Consolidated Bond Guarantee Agreement, dated as of December 18, 2024, 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:

"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 V 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.

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

ANNEX C

Pledge Agreement

Dated as of December 18, 2024

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 Eleventh Amended, Restated and Consolidated Bond Guarantee Agreement dated as of December 18, 2024, 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 18th day of December 2024.

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 Eleventh Amended, Restated and Consolidated Bond Guarantee Agreement dated as of December 18, 2024, 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 Eleventh Amended, Restated and Consolidated Bond Guarantee Agreement between the Company and the United States of America, acting through the RUS, dated December 18, 2024 (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

Executive Benefit Restoration Plan of
National Rural Utilities Cooperative Finance Corporation
REA#: 47260

Effective as of January 1, 2015 and as amended and restated on December 18, 2024

Intent and Construction. This Plan is intended to be an unfunded and unsecured plan sponsored and maintained by the Cooperative primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees of the Cooperative.

1. Definitions. In addition to terms defined in quotations in parentheticals, the following definitions shall apply for purposes of the Plan:

"Actuarial Equivalent" means a benefit of equivalent present value, as of the date payment commences, to the stated EBR Benefit value under the Plan, determined in accordance with Section 21 (or successor provision) of the RS Plan, taking into account the timing rule for the Pension Limitation.

"Addendum" means the attachment to this Plan document, which shall be updated periodically by the Cooperative (in its capacity as Plan administrator) pursuant to Section 2 hereof to reflect determinations and/or designations of the Board, that identifies each Participant, such Participant's Vesting Dates, including the Initial Vesting Date and Subsequent Vesting Dates, if applicable, and such Participant's Termination Date, if applicable.

"Beneficiary" shall mean the Participant's beneficiary under the RS Plan.

"Board" means the Board of Directors of the Cooperative.

"Cause" shall have the meaning (A) the continued failure by the Participant to perform material responsibilities and duties toward the Cooperative (other than any such failure resulting from the Participant's incapacity due to physical or mental illness), or (B) an act or omission by the Participant that harms or reasonably could harm the financial or reputational interests of the Cooperative. For purposes of this Agreement, an act, or failure to act, on the Participant's part shall be considered "willful" or "reckless" only if done, or omitted, by the Participant not in good faith and without reasonable belief that the action or omission was in the best interest of the Cooperative.

"Code" means the Internal Revenue Code of 1986, as amended, including regulations and applicable authorities promulgated thereunder.

"Cooperative" means the National Rural Utilities Cooperative Finance Corporation.

"Disability" or **"Disabled"** means the following conditions are met:

(a) The Participant satisfies the requirements necessary for the receipt of total disability benefits under the Long-Term Disability Plan for Employees of NRECA Member Systems (the **"LTD Plan"**), as the LTD Plan may be amended from time to time (whether or not the Cooperative actually participates in the LTD Plan); and

(b) The Participant has continued to make contributions to the RS Plan, if required, for the six (6)-month period commencing with the first day of the month coincident with or next following the date his or her active employment ceased.

"**EBR"** or the **"Plan"** means this Executive Benefit Restoration Plan of National Rural Utilities Cooperative Finance Corporation, as amended from time to time.

"**EBR Benefit**" means the Pension Limitation amount as of the applicable determination date, taking into account all prior payments to the Participant, if any.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended, including regulations and applicable authorities promulgated thereunder.

"Initial Vesting Date" means, with respect to a Participant who remains an employee of the Cooperative on such date, (i) with respect to the EBR Benefit accrued as of such date, (A) the date the Participant attains age 62 as an employee of the Cooperative or the date on which the Participant has been participating in the EBR for 15 years, whichever comes first for those participants that joined prior to June 1, 2022, or (B) for those that joined the Plan on or after June 1, 2022, the Initial Vesting Date shall be the date the Participant attains age 65 as an employee of the Cooperative or the date on which the Participant has been participating in the EBR for 15 years, whichever comes first for those participants; and (ii) with respect to subsequently-accrued EBR Benefits as to which no Subsequent Vesting Date has been validly elected, the last day of the Plan Year in which such EBR Benefit accrues.

"NRECA" means the National Rural Electric Cooperative Association.

"Participant" means an employee of the Cooperative (i) who is in an "S" or "I" band position of the Cooperative or (ii) who is a member of a select group of management or highly compensated employees of the Cooperative, in each case who has been designated by the Board in writing on the Addendum as a Participant in this EBR. The Board also may at any time determine a Participant's Termination Date, as of which, the Participant shall cease to participate in the Plan; provided such determination shall be a prospective determination.

"Pension Limitation" means the difference between the single sum equivalent of (i) the Participant's accrued benefit from the RS Plan as calculated by NRECA without limitations provided in Code §§ 401(a)(17) and 415, and (ii) the Participant's accrued benefit from the RS Plan as calculated by NRECA after application of the limitations of Code §§ 401(a)(17) and 415, each of which is calculated at the time a Participant is entitled to a payment hereunder. For purposes of determining a Participant's Pension Limitation, the definitions and rules in the RS Plan shall apply to this Plan, unless otherwise provided herein.

"Plan Year" means the twelve (12)-month period beginning on January 1 and ending on December 31.

"Qualifying Termination" means, with respect to a Participant, termination of the Participant's employment with the Cooperative on account of death or Disability.

"RS Plan" means the Retirement Security Plan adopted by the Cooperative through NRECA.

"RS Plan Benefit Election Date" means the date on or after a Participant's applicable Vesting Date on which a Participant elects to commence benefits from the RS Plan but has not separated from service and thus may continue to accrue benefits under the RS Plan.

"Subsequent Vesting Date" means, with respect to a Participant who remains an employee of the Cooperative on such date, (i) with respect to the EBR Benefit accrued on such date, the Vesting Date identified by the Board in the Addendum as the Subsequent Vesting Date and (ii) with respect to subsequently-accrued EBR Benefits as to which no new Subsequent Vesting Date has been validly elected, the last day of the Plan Year in which such EBR Benefit accrues.

"**Termination Date**" means the date as of which the Participant ceases to be a Participant under the Plan, as designated by the Board or, if later, the date of the Participant's termination of employment with the Cooperative.

"Vesting Date" means, subject to Subsection 4(b) hereof, the date, which may be an Initial Vesting Date or a Subsequent Vesting Date, as applicable, upon which a Participant becomes fully vested in, and the substantial risk of forfeiture lapses with respect to, his or her EBR Benefit under and determined pursuant to this Plan.

2. Participation.

The Participants in the EBR eligible for benefits shall be a select group of management or highly compensated employees of the Cooperative whose compensation exceeds the limits of Code § 401(a)(17) and/or whose benefit exceeds the limits of Code § 415, and who are designated in writing by the Board as Participants, and who on their Vesting Dates, or upon such other date as the Board may designate, have a Pension Limitation hereunder. The Board may at any time determine that a Participant shall cease participation under the Plan on a prospective basis and designate such Participant's Termination Date. The Addendum that is attached hereto shall be updated periodically by the Cooperative (as Plan administrator) to reflect any applicable determinations and/or designations made by the Board pursuant to the Plan (including but not limited to the designations made pursuant to this Section 2).

3. EBR Benefit Payment.

(a) A Participant's EBR Benefit shall only be paid in the event that the Participant remains an employee of the Cooperative on the applicable Vesting Date of such EBR Benefit or experiences a Qualifying Termination pursuant to Subsection 4(b).

(b) A Participant's vested EBR Benefit shall be paid as a single lump sum that is the Actuarial Equivalent of the Pension Limitation.

(c) In determining the Participant's accrued benefit under the RS Plan to determine the Pension Limitation, there shall be included in the calculation amounts (i) paid in cash to the Participant or Beneficiary, (ii) transferred to an individual retirement account or annuity for the benefit of the Participant or Beneficiary, or (iii) transferred to the Participant's account in the NRECA 401(k) Pension Plan in such a manner to ensure that periods of benefit service are not included more than once in any determination of EBR accruals.

(d) In the event a Participant is eligible to receive more than one EBR Benefit (for example, in the case of a Participant who receives payment of an EBR Benefit in connection with first attaining his or her Initial Vesting Date, and subsequently accrues and becomes vested in another EBR Benefit), the Pension Limitation shall be calculated for each EBR Benefit payment. In addition, any subsequent EBR Benefit shall be offset to take into account any EBR Benefit previously paid to the Participant by adding the differences between (i) and (ii) described in the Pension Limitation definition for the previous payments to the amount under (ii) in the Pension Limitation definition for the current payment.

(e) Prior to the Plan Year in which occurs the Participant's Initial Vesting Date, the Participant may elect a Subsequent Vesting Date to apply to any EBR Benefit accrued in subsequent Plan Years; provided that the elected Subsequent Vesting Date is no earlier than twenty-four (24) months from the Initial Vesting Date. Correspondingly, prior to the Plan Year in which occurs the Participant's selected Subsequent Vesting Date, the Participant may elect a new Subsequent Vesting Date to apply to any EBR Benefit accrued in subsequent Plan Years; provided that the elected new Subsequent Vesting Date is no earlier than twenty-four (24) months from the previous Subsequent Vesting Date. If no Initial Vesting Date or new Subsequent Vesting Date is validly elected, then further EBR Benefits shall be calculated and paid each Plan Year following the applicable Vesting Date on a fully vested basis.

(f) If a Participant incurs an RS Plan Benefit Election Date and commences his RS Benefit while in service, in lieu of awaiting the Participant's applicable Vesting Date to determine the Participant's EBR Benefit, the Cooperative may elect, in its sole discretion, to calculate the Participant's Pension Limitation as of such date, and the Participant's EBR Benefit shall be based on such amount with respect to participation in the RS Plan through the RS Plan Benefit Election Date. If the Cooperative elects this determination methodology, the Participant's EBR Benefit shall be redetermined each Plan Year thereafter up to the Plan Year preceding the Participant's applicable Vesting Date. If this method is elected, the EBR Benefit shall be credited to an account to be paid on the Participant's applicable Vesting Date. The account shall be adjusted based upon the investment experience of such amount, whether held in trust or otherwise separately accounted for, to provide the basis pursuant to which earnings and losses may be attributed and credited to the account of the Participant. The investment vehicle, vehicles, or funds for purposes of measuring the value of the amount credited to the account of the Participant shall be determined by the Cooperative. However, the Participant, in the sole discretion of the Cooperative, may designate the investment vehicle to be used for purposes of measuring the value of the amount credited to the account of the Participant. Neither the trustee of the trust with respect to which assets may be held, if any, nor the Cooperative shall be obligated to make actual investments in any such investment vehicles or funds. The account established pursuant to this Subsection 3(f) shall be maintained for bookkeeping purposes only and shall not represent any actual investment made by the Cooperative or a trust, if any. For the avoidance of doubt, a Participant who continues to be employed by the Cooperative after his or her RS Plan Benefit Election Date shall continue to participate in the Plan until his or her Termination Date.

4. EBR Benefit Forfeitable by Participant.

(a) The EBR Benefit is subject to a substantial risk of forfeiture and, subject to Subsection 4(b) hereof, shall be forfeited in its entirety if the Participant's employment with the Cooperative is terminated for any reason before the applicable Vesting Date for such Participant. The lapse of such substantial risk of forfeiture occurs if the Participant's employment with the Cooperative continues through the applicable Vesting Date for such Participant, at which time the Participant shall be 100% vested in the value of the EBR Benefit determined as of such applicable Vesting Date. Such benefit shall be includable as income in the year that the substantial risk of forfeiture lapses.

(b) If a Participant shall incur a Qualifying Termination, the Participant shall become fully vested in, and the substantial risk of forfeiture shall lapse with respect to, his or her EBR Benefit under and determined pursuant to this Plan.

(c) A Participant's eligibility for the EBR Benefit under this Plan shall not be transferrable to another employer.

(d) It is the intention of the Cooperative that the forfeiture provision of this EBR shall constitute a substantial risk of forfeiture as defined in Code § 457(f)(3)(B).

5. Timing and Form of Payment.

(a) The Participant's vested EBR Benefit shall be payable to the Participant (or if deceased, to his or her Beneficiary) from the general assets of the Cooperative in a lump sum payment immediately upon the Participant's applicable Vesting Date, but in no event later than two and a half (2 ½) months following the calendar year in which the applicable Vesting Date occurs; however, payments received by a Participant in the calendar year following the calendar year of the applicable Vesting Date shall be treated as includable income for the calendar year in which the Vesting Date occurred. The Cooperative has the sole responsibility for compliance with the timely payment of EBR Benefits. Payment of an EBR Benefit may be delayed if calculation of the Pension Limitation cannot be performed for any reason (including because necessary data is not available or has not been provided to NRECA), but in no event will payment occur later than two and a half (2 ½) months following the calendar year in which the applicable Vesting Date occurs.

(b) The Cooperative shall make arrangements to satisfy any federal, state, or local income tax withholding requirements, employment taxes, or other requirements applicable to the granting, crediting, vesting, or payment of benefits under the Plan. There shall be deducted from any payment under the Plan or any other compensation payable to the Participant all taxes which are required to be withheld by the Cooperative in respect to such payment or the Plan. Determining withholding and payment of taxes shall be the responsibility of the Cooperative and not NRECA.

6. Amendment and Termination. The Board may amend any or all provisions of this Plan at any time by written instrument identified as an amendment effective as of a specified date. Amendments shall not apply to accrued benefits existing on the effective date of the amendment. The EBR may be terminated in whole or in part at any time by action of the Board. However, no such amendment or termination shall reduce any benefit accrued by a Participant in this Plan prior to the effective date of the amendment or termination.

7. Assets of the Plan and Benefit Payments. The EBR Benefits payable pursuant to this EBR shall be payable from the general assets of the Cooperative. The Cooperative may elect to place assets in a grantor trust to provide itself with a source of funds to meet its obligations under the Plan, provided that the assets of such trust remain subject to the general creditors of the Cooperative. No part of the Participant's EBR Benefit shall be liable for the debts, contracts, or engagements of any Participant, nor shall a Participant's EBR Benefit be subject to execution, levy, attachment, or garnishment. No Participant (or his or her successor or assigns) shall have any right to alienate, anticipate, sell, transfer, encumber, or assign any benefits or payments hereunder in any manner whatsoever.

8. Death of Participant.

(a) Death Prior to Vesting Date. In the event of a Participant's death prior to his attainment of the applicable Vesting Date, his accrued but unvested EBR Benefit shall vest and be paid to the Participant's Beneficiaries. The amount so payable shall be determined using the same calculation methodology used by the RS Plan to determine the amount payable to the Participant's beneficiaries from the RS Plan.

(b) Death Following Vesting Date. In the event of the death of a Participant following an applicable Vesting Date as to which his or her EBR Benefit remains unpaid at the time of death, the unpaid EBR Benefit shall be paid to the Participant's Beneficiary.

9. Disability. A Participant who becomes Disabled, and whose participation in the RS Plan continues under the RS Plan waiver, will cease accruing an EBR Benefit as of the date on which he or she is determined to be Disabled. The EBR Benefit will be calculated as of the date on which the Participant is determined by the Board to be Disabled, and the Cooperative will distribute the EBR Benefit to the Participant within sixty (60) days, but in no event less than two and a half (2 ½) months following the end of the calendar year in which the Participant was determined by the Board to be Disabled.

10. General Administrative Powers and Duties.

(a) General administration of the Plan shall be delegated to the Board. The Board shall have the power to take all actions and to make all determinations required to carry out the provisions of the EBR and shall further have the following powers and duties which shall be exercised in a manner consistent with the provisions of the EBR:

(i) To construe and interpret the provisions of the EBR and to make rules and regulations under the EBR to the extent deemed advisable;

(ii) To make all determinations and decide all questions as to an individual's initial and continuing eligibility to be a Participant in the EBR (including the Participant's Termination Date, as applicable) and as to the rights and benefits (including Vesting Dates) of Participants under the EBR;

(iii) To file or cause to be filed all such reports and other statements as may be required by any federal or state statute, agency, or authority for the EBR; and

(iv) To do or take such other acts as it deems necessary or advisable to administer the EBR in accordance with its provisions or as may be required by applicable law.

11. Grant of Discretion. In discharging the duties assigned to it under the EBR, the Board and its delegates have the discretion and final authority to interpret and construe the terms of the EBR; to determine coverage and eligibility for, and amount of benefits under, the EBR; to adopt, amend, and rescind rules, regulations, and procedures pertaining to its duties under the EBR and the administration of the EBR; and to make all other determinations deemed necessary or advisable for the discharge of its duties or the administration of the EBR. The discretionary authority of the Board and its delegates is final, absolute, conclusive, and exclusive, and binds all parties, so long as exercised in good faith. Any judicial review of any decision of the Board or its delegates shall be limited to the arbitrary and capricious standard of review.

12. **Claim Adjudicator**. All claims for benefits under the EBR shall be determined by the Cooperative, which shall be the administrator and named fiduciary of the Plan for purposes of Section 503 of ERISA with respect to adjudication of such claims for benefits under the EBR.

13. **Claim Procedure**. Upon the submission of a claim for benefits under the EBR to the Cooperative, notice of a decision with respect to the claim shall be furnished within ninety (90) days. If circumstances require an extension of time for processing the claim, written notice of the extension shall be furnished by the Cooperative to the claimant prior to the expiration of the initial ninety (90)-day period. The notice of extension shall indicate the circumstances requiring the extension and the date by which the notice of the decision with respect to the claim shall be furnished. Commencement of benefit payment shall constitute notice of approval of a claim to the extent of the amount of approved benefit. If such claim is wholly or partially denied, such notice shall be in writing and worded in a manner calculated to be understood by the claimant and shall set forth (a) the reason or reasons for the denial, (b) specific reference to pertinent provisions of the EBR on which the denial was based, (c) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary, and (d) an explanation of the claims review procedure. If the claimant is not notified of the decision in accordance with this Section 13, such claim shall be deemed denied, and the claimant shall then be permitted to proceed with the claims review procedure provided in Section 14 hereof.

14. **Claims Review Procedure**.

(a) Within ninety (90) days following receipt of notice of a claim denial, or within ninety (90) days following close of the ninety (90)-day period referred to in Section 13 hereof, the claimant may file an appeal of the denial of a claim in writing with the Board requesting a review of such denial.

(b) Prior to a decision on the appeal by the Board, the claimant or the claimant's duly authorized representative may review pertinent documents and submit issues and comments in writing for consideration. The issues and comments submitted by a claimant or the claimant's duly authorized representative shall supplement the administrative record on which the appeal is to be decided and should contain all of the additional information the claimant wishes to be considered in the review.

(c) Within sixty (60) days following timely receipt of an appeal, the Board shall render a written decision. If circumstances require an extension of time for reviewing an appeal, written notice of the extension shall be furnished to the claimant or the claimant's authorized representative prior to the commencement of the extension. If an extension of time is elected, the Board shall render its decision within one hundred twenty (120) days after timely receipt of the appeal.

(d) The Board's decision on the appeal shall be in writing, worded in a manner calculated to be understood by the claimant, and shall set forth (a) the reason or reasons for the decision and (b) specific reference to pertinent provisions of the EBR on which the denial was based.

(e) Any action brought for judicial review of the Board's decision may be made only after exhaustion of the claims review process and must commence within one year following the date on which the Board renders its final decision to the claimant in writing.

15. Notices.

(a) The Cooperative shall notify NRECA in writing upon the occurrence of any of the following events:

(i) The date a Participant experiences a Vesting Date or a Qualifying Termination and becomes due a payment under the EBR,

(ii) The payment of an EBR Benefit to a Participant in the EBR, including the amount and time of the payment,

(iii) The adoption, amendment, or termination of the EBR, including a copy of the signed EBR, as adopted or amended, and the Board resolution authorizing such action or the resolution authorizing the termination of the EBR, and

(iv) The date on which the Participant experiences an RS Plan Benefit Election Date under the RS Plan.

(b) All notices sent to NRECA shall be mailed to:

Kara Gardner
Deferred Compensation Products Group
Insurance & Financial Services Department
National Rural Electric Cooperative Association
4301 Wilson Boulevard
Arlington, Virginia 22203

16. No Right to Employment. Nothing in the EBR shall constitute, nor be interpreted to constitute, a promise or representation with respect to the employment or service relationship, or continued employment or service relationship, of any individual by the Cooperative or any other entity.

17. No Waiver or Estoppel. No term, condition, or provision of the EBR shall be deemed to have been waived, and there shall be no estoppel against the enforcement of any provision of the EBR, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

18. Misstatements of Information. In the event of any misstatement of any fact affecting benefits and/or eligibility for benefits, the true facts shall be used to determine eligibility and benefits.

19. **Applicable Law.** The provisions of this EBR shall be construed according to the laws of the State of Virginia, except as preempted by Federal law and in accordance with the Code and ERISA.

20. **Code § 409A**. The Plan is intended to be exempt from Code § 409A as a short-term deferral plan because benefits under the Plan must be paid no later than two and a half (2 ½) months following the calendar year in which the applicable Vesting Date occurs. However, to the extent that for any reason any benefit provided under the Plan is treated as deferred compensation for purposes of Code § 409A, then notwithstanding any provision to the contrary in this EBR, each provision in this EBR shall be interpreted to comply with Code § 409A and the guidance issued thereunder. Any provision of the EBR that would conflict with such requirements shall not be valid or enforceable.

IN WITNESS WHEREOF, the Cooperative has caused this document to be executed as of December 18, 2024.

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION

By: _/s/ J. ANDREW DON__
Name: J. Andrew Don
Title: Chief Executive Officer

Addendum to the Executive Benefit Restoration Plan

This plan is designed to provide benefits equal to the benefits that would have been paid to a participant if there were no limitations on benefits from the RS Plan due to IRC §§401(a)(17) or 415. The terms and conditions described in this addendum for the purpose of earning, and vesting in the benefits under this plan will apply to the individuals identified below:

Participant		Vesting Date
1	Gholam M Saleh	04/02/2037
2	Yu Ling Wang	01/28/2040
3	Gary A. Bradbury	09/29/2035
4	Jonathon Andrew Don	10/8/2021
5	Joel Allen	5/25/2028
6	Brad Captain	12/17/2031
7	Nathan Howard	01/16/2041
8	Jill Maison	05/17/2030
9	Amy Luongo	03/29/2038

Exhibit 31.1

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, 2025

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.

Exhibit 31.2

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, 2025

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.

Exhibit 32.1

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, 2024 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, 2025

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.

Exhibit 32.2

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, 2024 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, 2025

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.