

OFFICIAL ACTION CERTIFICATE OF BORROWER(S)
(Borrower)

(I, We) hereby request the Nebraska Investment Finance Authority to issue and sell its Agricultural Development Direct Loan Revenue Bond for the purpose of financing the acquisition of the property set out below (the "Project") by the purchase of the Farm Loan to be made by the lender to (me, us) to secure the property.

1. Description of Project (include legal description of any land, the number of acres it represents, a street intersection nearest to the land, and the direction the land is located from that intersection):

2. (a) If there is a dwelling (i.e., homestead) on the property, state the value of the dwelling and any structures (i.e., garage, etc.) and land incidental to the use of them: \$ _____
- (b) If the Project includes or consists of the acquisition of any farm buildings/structures, equipment, or property located on the land, or breeding stock, list and state the value of each and whether it is new or existing ("used"):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

3. County where Project is located: _____
4. Purchase price of the Project: \$ _____
5. Amount of loan request: \$ _____
6. Age of Borrower(s): Self _____ Spouse _____

7. Net worth information from financial statements, for *latest three years*. (please make sure the most recent figures provided are *current*):

month/yr: ____/____ ____/____ ____/____

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|--|----------|----------|----------|
| (a) Total assets of each borrower and spouse: | \$ _____ | \$ _____ | \$ _____ |
| (b) Total liabilities of each borrower and spouse: | \$ _____ | \$ _____ | \$ _____ |
| (c) Net worth (line (a) less line (b)): | \$ _____ | \$ _____ | \$ _____ |

8. Brief description of present agricultural operation (if naming any acres of land, please specify if rented or owned) or, if not involved in agriculture at this time, a description of Borrower's present occupation and the person(s) involved therein:

9. If you have or have ever had a direct or indirect ownership interest in "substantial farm land" (as defined in Appendix I to the Program Guidelines) and materially participate(d) in its operation, state the county location and number of acres:

10. Brief description of the anticipated agricultural operation if the loan is made (if involving any livestock, please state if owned by the borrower):
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11. State percentage of borrower's time that will be devoted to active labor and management of the agricultural operation:
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12. If you have entered into or anticipate entering into any contract that involves the use of the Project, provide the name(s) of the other party or parties to the contract and a brief description of the nature of the contract:
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13. If you are purchasing land, is the land enrolled under the CRP Program (?) and, if so, state how much of the land is involved, the CRP amount, and the remaining term of the CRP contract:
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14. Gross farm or ranch sales of Borrower(s) for preceding calendar year (from federal income tax return): \$ _____
15. Net farm or ranch sales of Borrower(s) for preceding calendar year (from federal income tax return): \$ _____
16. Originating Lender: _____
17. (a) That (I, we) (am, are) a permanent resident of the State of Nebraska or the State of _____
- (b) (I, we) have not previously received financing from the Nebraska Investment Finance Authority or any political subdivision except for the following described project: _____
- (c) Proceeds received from the Farm Loan will be used solely to purchase the property described in Item 1 above and will not be used to finance existing indebtedness or to provide working capital.
- (d) If the property listed in Item 1 above is being purchased from a related party (as described in the Program Guidelines) (i) the acquisition price is for the fair market value of such land or property, and (ii) subsequent to such acquisition, the related person will not have a financial interest in the farming operation with respect to which the Bond proceeds are to be used.
- (e) The aggregate amount of the Farm Loan requested to be financed with Bond proceeds, when added to the amount of any other tax-exempt bonds issued to provide farmland or depreciable farm property for (my, our) benefit or the benefit of my spouse or minor children as described in the Program Guidelines, will not exceed \$552,500*.
- (f) The aggregate amount of the Farm Loan for depreciable property requested to be financed with Bond proceeds, when added to the amount of any other tax-exempt bonds issued to provide depreciable farm property for (my, our) benefit or the benefit of my spouse, minor children, siblings, and all other related persons and principal users as described in the Program Guidelines, will not exceed \$250,000.
- (g) That (I, we) (am, are) actively engaged in an agricultural or ranch operation or will become actively engaged in an agricultural or ranch operation after receiving the loan as required by the Program Guidelines.
- (h) That (my, our) net worth, as computed pursuant to the Program Guidelines, does not exceed \$500,000.
- (i) That none of the costs of acquiring the property described in Item No. 1 above have been incurred prior to the date of execution of this Certificate and will be incurred no earlier than 60 days prior to the date official action has been taken by the Nebraska Investment Finance Authority.

- (j) That (I, we) have no outstanding obligations of any state, territory or possession of the United States of America, or any political subdivision of the foregoing, or of the District of Columbia, issued subsequent to April 30, 1968, the proceeds which are or will be used primarily with respect to facilities (a) the principal user of which is or will be the borrower or related persons (within the meaning of Section 144(a) of the Internal Revenue Code), and (b) which are located in the city or county in which the facilities to be acquired and constructed with the proceeds of the Bond (the "Bond") proposed to be issued for the herein described property are located.
- (k) The parties hereto agree that any government approvals of the Bond for the purpose of federal tax laws do not constitute a review or approval by any elected official of the State of Nebraska of the credit of the Borrower, nor any guaranty by any elected official of the State of Nebraska of repayment of the Bond.
- (l) (i) (I, We) (am, are) (a "first-time farmer", "first-time farmers") as described in the Program Guidelines.
(ii) (I, We) will be the principal (user, users) of the land and will materially and substantially participate on the farm in the operation of the farm of which such land is a part.
(iii) The land to be acquired will be used only for farming purposes.
(iv) No more than \$62,500 of the proceeds of the Farm Loan will be used to acquire any existing property (including equipment and mature breeding stock) located thereon and used in the farming of such land.
- (m) The total amount of the proceeds of the Bond and any other prior obligation issued by the Nebraska Investment Finance Authority or any other state or local government unit to finance land or new and used depreciable farm property (property subject to the allowance for depreciation which is to be used in the trade or business of farming) for any party listed under the Program Guidelines will not exceed \$552,500*.
- (n) No Bond proceeds will be used directly or indirectly to acquire or construct a dwelling or other structure and land incidental to the use of the dwelling.
- (o) Bond proceeds used directly or indirectly to pay costs of issuing the Bond will not exceed an amount equal to 2% of the face amount of the Bond.
- (p) That the above information is complete and accurate and certified by (me, us) after thoroughly reviewing the Program Guidelines cited in this Certificate.

*adjusted annually for inflation/deflation

18. Fees:	NIFA Application Deposit:	\$250 (non-refundable, but is applied to NIFA's closing fee)
		<u>Loan Amount</u> <u>Fee</u>
	Legal Counsel Fee:	up to \$29,999 \$475
		\$30,000 to \$99,999 \$675
		Over \$100,000 0.6 of 1% of principal loan amount (\$675 min.)
	NIFA Closing Fee:	1¼% of principal amount (\$250 minimum)
	Bond Allocation Fee:	\$150

Note: Total combined fees charged for loans of \$250,000 and higher will be \$4,775.

Name of Borrower
(Please print or type)

Name of Borrower
(Please print or type)

Signature of Borrower

Signature of Borrower

Social Security Number

Social Security Number

Mailing Address

Mailing Address

City _____ State _____ Zip _____

City _____ State _____ Zip _____

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Phone

Phone

E-mail address

E-mail address

Date _____

Date _____

Return completed form to: NIFA • 200 Commerce Court • 1230 "O" Street • Lincoln, NE 68508-1402
(402) 434-3900 • Fax (402) 434-3921 • 1-800-204-NIFA (6432)