

**CONVERTIBLE REVOLVING LINE OF CREDIT
VARIABLE RATE RIDER
(Semi-Annual Pay - No Rate Cap - Convertible)**

This REVOLVING LINE OF CREDIT VARIABLE RATE RIDER is made this «168» day of «166», «169», and is incorporated into and shall be deemed to amend and supplement the mortgage, deed of trust or security deed (the “Security Instrument”) of the same date given by the undersigned (the “Borrower”) to secure Borrower’s Promissory Note (the “Note”) to «7» «13» (the “Lender”) of the same date and covering the property described in the Security Instrument and located at:

«84», «85», «90» «87»
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE VARIABLE RATE TO ANOTHER RATE.

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

VARIABLE RATE AND SEMI-ANNUAL PAYMENT CHANGES

The Note provides for an initial interest rate to be determined on the date of the first, initial or only advance of funds under the Note. The Note provides for changes in the variable interest rate as follows:

1. Payment of Principal and Interest.

(a) Interest shall accrue on the unpaid balance of this Note until the Loan is repaid in full or until the Borrower exercises the option to convert the variable rate to another rate as provided in subsection (f) below.

(b) The Initial Variable Rate (defined below) will be established at loan registration and upon the receipt of the Commitment to Purchase – AgEquity. Thereafter, the Variable Rate shall change according to the Rate Change Date at a rate equal to the sum of (i) the Current Index (defined below) (the “Variable Rate”).

(c) A payment of interest calculated at the Variable Rate on the outstanding principal balance represented under this Note from the date of the first advance hereunder shall be due on the First Interest Payment Date. Thereafter, consecutive semi-annual installments of interest, each in the amount required to pay the unpaid interest accruing through the applicable period shall be due on each January 1 and July 1 at the Variable Rate until the Maturity Date (as defined below) or the Conversion Date (as defined below) as the case may be. Any remaining indebtedness, if not sooner paid, shall be due and payable on the Maturity Date (as defined below).

(d) If Lender at any time determines, in its sole but reasonable discretion, that it has miscalculated the

amount of any interest payment (whether because of a miscalculation of the Variable Rate or otherwise), then Lender shall give notice to Borrower of the corrected amount of the interest payment (and the corrected Variable Rate, if applicable) and (i) if the corrected amount of the installment payment represents an increase, then Borrower shall, within 30 calendar days thereafter, pay to Lender any sums that Borrower would have otherwise been obligated under this Note to pay to Lender had the amount of the installment payment not been miscalculated, or (ii) if the corrected amount of the installment payment represents a decrease thereof and Borrower is not otherwise in breach or default under any of the terms and provisions of this Note, the security instrument or any other Loan Document evidencing or securing this Note, then Borrower shall thereafter be paid the sums that Borrower would not have otherwise been obligated to pay to Lender had the amount of the installment payment not been miscalculated.

Borrower may make payments of principal in any amount on any business day of Lender during such time as the principal is accruing interest at the Variable Rate.

(e) If Borrower timely exercises Borrower's option to (i) convert the interest rate on this Note to another rate and (ii) cancel the Revolving Line of Credit provisions of this Note pursuant to Section C ("Conversion Option") of this Note, the applicable interest rate under this Note, beginning on the date the conversion becomes effective and continuing until the Maturity Date, shall not be the rate determined in accordance with subsection (a) of this Section 1 above, but shall be the rate established in accordance with Section 3 "Conversion Option" below. Such rate shall be reflected in an "Agreement to Convert" substantially in the form attached as Exhibit A to this Note. If Borrower has not earlier exercised the Conversion Option, the Revolving Line of Credit Provisions will expire on «414» and the Conversion Option will be deemed to be exercised by selecting the loan terms indicated in subparagraph (f) below.

(f) The following definitions shall apply to this Note:

Current Index: 1-month *VRM servicing released net yield for 8-week delivery* then being required by the Federal Agricultural Mortgage Corporation.

Index. Beginning with the Initial Rate Change Date, The variable interest rate shall change to a rate that shall be determined 2 business days prior to the Initial Adjustment Date and any subsequent Adjustment Dates and be based upon the 1-month *VRM servicing released net yield for 8-week delivery* then being required by the Federal Agricultural Mortgage Corporation, adjusted for credit quality, plus «134» field servicing fee. If the Index is no longer available, the Note Holder will choose a new index that is based on comparable information.

First Interest Payment Date: «202».

Revolving Loan Provisions Termination Date: «414» .

First Principal Payment Date: «550»

Maturity Date: «1452».

Rate Change Date: «1601» and on the 1st of every month thereafter

Initial Variable Rate: «1602»

INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an variable interest rate to another interest rate, as follows:

3. Interest Rate Conversion Option.

(a) Option to Cancel Multiple Advance Provisions and Convert to Another Interest Rate. Borrower may exercise the Conversion Option unless Borrower is in default under this Note or the security instrument if the conditions of this subsection 3(a) are met. Borrower will be conclusively deemed to have exercised the Conversion Option upon the date the Revolving Loan Provisions Termination Date. The "Conversion Option" is the Borrower's option to (i) cancel and convert the interest rate specified in this Note from a variable rate with no interest rate limits to the rate calculated under Section 3(b) below; and (ii) terminate and cancel the Revolving Loan provisions.

The conversion can only take place on a date a scheduled payment is due. The date on which the Borrower converts the variable interest rate to the converted rate is called the "Conversion Date."

The Borrower's ability to exercise the Conversion Option is conditioned upon and no conversion shall be effective without: (i) the Borrower giving the Lender written notice at least 21 days prior to the Conversion Date (at 11:00 a.m. Louisville, Kentucky time) that the Borrower wants to exercise the Conversion Option; (ii) at the Conversion Date, the Borrower must not be in default under the terms of this Note or the security instrument; (iii) payment to the Lender at or prior to the Conversion Date of all of Lender's out of pocket expense of completing such Conversion while maintaining its lien priority, and (iv) the Borrower's completion and execution of any documents the Lender requires to effect the conversion.

(b) Calculation of Converted Rate. Upon request from the Borrower, the Lender shall provide a list of the loan products then offered by the Federal Agricultural Mortgage Corporation ("Farmer Mac") with a maturity date similar to the maturity date of this Note subject to a four week mandatory delivery commitment, including any prepayment restrictions and yield maintenance provision applicable to such products. The description of loan products shall contain the then current rates applicable to such products, but the actual rate may be higher or lower and will be set as described in this paragraph. The Borrower may then give written notice of the Borrower's election to convert this Note to one of those products for the remaining term of this Note to the Maturity Date by selecting one of the listed products and requesting conversion of this Note to the selected product. The interest rate in effect for this Note after Conversion ("Converted Rate") will be an interest rate equal to the Farmer Mac required net yield for the selected loan product with a maturity similar to the maturity date of this Note subject to a four week mandatory delivery commitment, plus «239» (the "Modification Note Rate"), subject to any yield maintenance provision applicable to such product. The converted rate in effect as of the Conversion Date will be equal to the rate calculated in the immediately preceding sentence as of 11:00 a.m. Louisville, Kentucky time, on the later of (a) the date which is four weeks prior to the Conversion Date and (b) the day lender receives Borrower's election to convert this Note. If this required net yield is not available, the Lender will determine the Converted Rate by using comparable information.

If Borrower elects to convert this Note, or is required to convert this Note by the terms hereof, but does not select a particular product from the list of available products by the date specified in the list of products, the product designated by Lender as the Default Product on the list of available products will be deemed to have been selected by Borrower.

(c) Calculation of New Payment. Upon the Borrower's exercise of the Conversion Option, the Lender will determine the amount and payment schedule of the installments, which will be calculated to repay the unpaid principal (net of any principal payment due on the Conversion Date) in full over the period from the Conversion Date to the Maturity Date at the new interest rate in substantially equal payments applied first to interest and then to principal. Any remaining indebtedness, if not sooner paid, shall be due and payable on the Maturity Date.

To the extent that the Security Instrument and this Rider are inconsistent with each other, this Rider shall govern the agreements of the parties hereto.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Variable Rate Rider.

«SIG»