OP \$65.00 2202558

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM512293 Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Farm Credit Services of America, ACA		01/21/2019	Federally Chartered Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	Northwest Farm Credit Services, FLCA	
Street Address:	2001 S. Flint Road	
City:	Spokane	
State/Country:	WASHINGTON	
Postal Code:	99224	
Entity Type:	Federally Chartered Corporation: WASHINGTON	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2202558	COUNTRY HOME LOANS
Registration Number:	2762724	FIND YOUR PLACE IN THE COUNTRY

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 5096244276

Email: cwood@wellsip.com
Correspondent Name: Mark W. Hendricksen

Address Line 1:601 W Main Avenue, Suite 600Address Line 4:Spokane, WASHINGTON 99201

NAME OF SUBMITTER:	Mark W. Hendricksen	
SIGNATURE:	s/Mark W. Hendricksen/	
DATE SIGNED:	03/01/2019	

Total Attachments: 10

source=Country Home Loans Acquisition Agreement_Redacted#page1.tif source=Country Home Loans Acquisition Agreement_Redacted#page2.tif source=Country Home Loans Acquisition Agreement_Redacted#page3.tif source=Country Home Loans Acquisition Agreement_Redacted#page4.tif

TRADEMARK
REEL: 006578 FRAME: 0188

900487704

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TRADEMARK REEL: 006578 FRAME: 0189

TRADEMARK ACQUISITION AGREEMENT

This TRADEMARK ACQUISITION AGREEMENT ("Agreement"), dated as of the 21st day of January, 2019, is made by and between Farm Credit Services of America, ACA, a federally chartered corporation ("Seller"), and Northwest Farm Credit Services, FLCA, a federally chartered corporation ("Buyer").

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, all of Seller's right, title, and interest in and to certain Trademarks (as defined below) and related rights, together with the goodwill connected with the use of and symbolized by such Trademarks, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Purchase and Sale of Trademarks.</u> Subject to the terms and conditions set forth herein, Seller hereby irrevocably sells, assigns, transfers, and conveys to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following, together with the goodwill associated therewith and symbolized thereby:
- (a) the trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin ("Trademarks") listed on Schedule 1, all registrations, applications for registration, and renewals of such Trademarks (collectively the "Acquired Marks");
- (b) all known or unknown licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, related to any of the Acquired Marks ("Licenses");
- (c) all known or unknown royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Seller with respect to any of the foregoing;
- (d) all known or unknown claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof/accruing on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, violation, breach, or default; and,
- (e) except as noted in Section 4 below, all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.
- 2. <u>No Assumption of Licenses/Liabilities</u>. Buyer neither assumes nor is otherwise liable for any obligations, claims, or liabilities of Seller of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereafter arising with respect to the Licenses.
 - 3. Purchase Price.
 - (a) The aggregate purchase price for the Acquired Rights shall be (the "Purchase Price").
 - (b) Buyer shall pay the Purchase Price promptly following the parties' full execution of this Agreement.
- 4. <u>Perpetual License to Seller</u>. Effective as of the date of this Agreement, Buyer hereby grants to Seller and its affiliates, including, but not limited to, Farm Credit Services of America, FLCA, Farm Credit Services of America, PCA, Frontier Farm Credit, ACA, Frontier Farm Credit, FLCA, and Frontier Farm Credit, PCA, a royalty-free, non-transferable, exclusive, irrevocable license to use the Trademarks that are the subject of this Agreement in connection with the promotion, advertising, distribution, and sale of the goods and services of Seller as originally covered by the registration of the Trademarks effective as of the date of this Agreement.
 - 5. Further Assurances; Recordation.
- (a) From and after the date hereof, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

- (b) Without limiting the foregoing, Seller shall execute and deliver to Buyer, at Buyer's expense, such assignments and other documents, certificates, and instruments of conveyance in a form reasonably satisfactory to Buyer and suitable for filling with the United States Patent and Trademark Office ("USPTO") and the registries and other recording governmental authorities in all applicable jurisdictions (including with respect to legalization, notarization, apostille, certification, and other authentication) as reasonably necessary to record and perfect such assignments, and to vest in Buyer all right, title, and interest in and to the Acquired Rights in accordance with applicable law. Such assignments shall include, for each Trademark listed in Schedule 1, an assignment substantially in the form as Exhibit "A," attached hereto and incorporated herein by this reference. As between Seller and Buyer, Buyer shall be responsible, at Buyer's expense, for filing any assignment, and other documents, certificates, and instruments of conveyance with the applicable governmental authorities; provided that, upon Buyer's reasonable request, and at Buyer's expense, Seller shall take such steps and actions, and provide such cooperation and assistance, to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Acquired Rights to Buyer, or any of Buyer's successors or assigns.
 - 6. Representations and Warranties of Seller, Seller represents and warrants to Buyer as follows;
- (a) <u>Authority of Seller; Enforceability.</u> Seller has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary organizational action of Seller, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms and conditions.
- (b) No Conflicts; Consents. The execution, delivery, and performance by Seller of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Seller, (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, (iii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement or any of the Acquired Rights are subject, or (iv) result in the creation or imposition of any encumbrances on the Acquired Rights. No consent, approval, waiver, or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Seller of this Agreement, or to enable Buyer to register, own, and use the Acquired Rights.
- (c) Ownership. Seller owns all right, title, and interest in and to the Trademarks, free and clear of liens, security interests, and other encumbrances. Seller is in full compliance with all legal requirements applicable to the Trademarks and Seller's ownership and use thereof.
- (d) Registrations and Applications. Schedule 1 contains a correct, current and complete list of all registrations and applications for registration owned by or licensed to Seller in the Trademarks, specifying as to each, as applicable: the word mark and/or design, the record owner, the jurisdiction in which it has been granted or filed, the registration or application serial number, and the registration or application date. All required filings and fees related to the trademark registrations and applications listed on Schedule 1 have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications have at all times been and remain in good standing. Seller has provided Buyer with true and complete copies of all documents, certificates, correspondence, and other materials related to all such trademark registrations and applications.
- (e) <u>Legal Actions</u>. There are no actions (including any opposition or cancellation proceedings) settled, pending, or, to Seller's knowledge, threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, dilution, or other violation of the intellectual property rights of any third-party based on the use or exploitation of any Acquired Rights, (ii) challenging the validity, enforceability, registration, or ownership of any Acquired Rights or Seller's rights with respect thereto, or (iii) by Seller or any third-party alleging any infringement or other violation by any third-party of any Acquired Rights.
- (f) <u>Prior Licenses</u>. Seller has not granted any licenses with respect to the Trademarks to any third-parties.
- (g) No Other Representations or Warranties. Except for the representations and warranties contained in this Section 6, Seller has not made and makes no other express or implied representation or warranty, either oral

or written, whether arising by law, course of dealing, course of performance, usage, trade, or otherwise, including with respect to the ownership, registration, validity, enforcement, infringement by any third-parties, or use of the Acquired Rights, all of which are expressly disclaimed.

- 7. <u>Representations and Warranties of Buyer</u>. Buyer represents and warrants to Seller that the statements contained in this Section 7 are true and correct as of the date hereof and do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained in this Section 7 not misleading under the circumstances under which they were made.
- (a) <u>Authority of Buyer; Enforceability</u>. Buyer has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary organizational action of Buyer, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with its terms and conditions.
- (b) No Conflicts; Consents. The execution, delivery, and performance by Buyer of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Buyer, (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, or (iii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement is subject. No consent, approval, waiver, or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Buyer of this Agreement.

8. <u>Indemnification</u>.

- (a) <u>Survival</u>. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall continue in full force and effect following the date hereof.
- (b) <u>Seller's Indemnity Obligations</u>. Seller shall defend, indemnify, and hold harmless Buyer, Buyer's affiliates, and their respective shareholders, directors, officers, and employees (each, a "Buyer Indemnified Party") from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including reasonable attorneys' fees, (collectively, "Losses") arising out of or in connection with any third-party claim, suit, action, or proceeding (each, a "Third-Party Claim") related to any actual or alleged inaccuracy in or breach or non-fulfillment of any representation, warranty, covenant, agreement, or obligation of Seller contained in this Agreement or any document to be delivered hereunder.
- (c) <u>Buyer's Indemnity Obligations</u>. Buyer shall defend, indemnify, and hold harmless Seller, Seller's affiliates, and their respective shareholders, directors, officers, and employees (each, a "Seller Indemnified Party") from and against all Losses arising out of, or in connection with, any Third-Party Claim related to any actual or alleged inaccuracy in or breach or non-fulfillment of any representation, warranty, covenant, agreement, or obligation of Buyer contained in this Agreement or any document to be delivered hereunder.
- (d) <u>Procedure.</u> A party entitled to indemnification ("Indemnified Party") shall promptly notify the other party ("Indemnifying Party") upon becoming aware of a Third-Party Claim with respect to which Indemnifying Party is obligated to provide indemnification under this Section 8 ("Indemnified Claim"). The Indemnifying Party shall have the right, but not the obligation, to assume control of the defense and investigation of the Indemnified Claim, with counsel of its own choosing, and the Indemnified Party shall fully cooperate with the Indemnifying Party in connection therewith, in each case at the Indemnifying Party's sole cost and expense. The Indemnified Party may participate in the defense of such Indemnified Claim, with counsel of its own choosing and at its own cost and expense. Neither party shall settle any Indemnified Claim without the other party's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). Neither the Indemnified Party's failure to perform any obligation under this Section 8(d) nor any act or omission of the Indemnified Party in the defense or settlement of any Indemnified Claim shall relieve the Indemnifying Party of its obligations under this Section 8, including with respect to any Losses, except to the extent that the Indemnifying Party can demonstrate that it has been prejudiced as a result thereof.
- (e) In no event shall the liability of an Indemnifying Party exceed the amounts paid by the Buyer as set forth in Section 3 of this Agreement.

9. Equitable Remedies. Each party acknowledges that (a) a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other party] for which monetary damages would not be an adequate remedy and (b) if a breach or a threatened breach by such party of any such obligations occurs, the other party] will, in addition to any and all other rights and remedies that may be available to such party at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to (i) post a bond or other security, or (ii) prove actual damages or that monetary damages will not afford an adequate remedy.

Confidentiality.

- (a) <u>Confidentiality and Use.</u> Neither party shall disclose to any third-party (other than their respective employees or representative in their capacity as such) any information with respect to the financial terms of this Agreement. Seller agrees: (i) not to use any information that is of a sensitive, proprietary, or confidential nature, whether written or oral, concerning the Acquired Rights or Buyer's use thereof in the conduct of its business, or otherwise concerning the business of Buyer and Its affiliates (including, for the avoidance of doubt, any information obtained or otherwise accessed by Seller in connection with its exercise of quality control under Section 4), other than as strictly necessary to exercise its rights or perform its obligations under this Agreement; (ii) not to use any such information, directly or indirectly, in any manner to the detriment of Buyer or to obtain any competitive advantage relative to Buyer; (iii) to maintain such information in strict confidence, and not to use or disclose such information without Buyer's prior written consent.
- (b) <u>Compelled Disclosures</u>. If either party is compelled to disclose any information with respect to the financial terms of this Agreement, or Seller is compelled to disclose any information that is of a sensitive, proprietary, or confidential nature concerning the Acquired Rights or otherwise concerning the business of Buyer and its affiliates, by judicial or administrative process or by other requirements of law, such party shall, unless prohibited by law or court order: (i) promptly notify the other party in writing, (ii) disclose only that portion of such information which it is advised by counsel in writing is legally required to be disclosed, and (iii) use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

11. Miscellaneous.

- (a) Interpretation. For purposes of this Agreement, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, and Exhibits refer to the Sections of, and Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement is intended to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules and Exhibits referred to herein are intended to be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.
- (b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); and, (iii) on the fifth (5th) business day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage prepaid). Such communications must be sent to the respective parties at the following addresses or at such other address for a party as shall be specified in a notice given in accordance with this Section 11(b):

If to Seller:

Farm Credit Services of America, ACA Attn. General Counsel 5015 S. 118th Street Omaha, NE 68137 If to Buyer:

Northwest Farm Credit Services, FLCA Attn. General Counsel 2001 S. Flint Rd. Spokane, WA 99026

- (c) Entire Agreement. This Agreement and the documents to be delivered hereunder, and all related exhibits and schedules constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, the documents to be delivered hereunder, and the related exhibits and schedules (other than an exception expressly set forth as such in the related exhibits or schedules), the statements in the body of this Agreement shall control.
- (d) <u>Severability</u>. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (e) <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (f) <u>Governing Law; Venue.</u> All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Nebraska without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Nebraska in each case located in the City of Omaha and Douglas County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.
- (g) <u>Amendment and Modification</u>. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
- (h) <u>Waiver</u>. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- (i) <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

Farm Credit Services of America, ACA

Name: Scott Coziahr

Title: SVP & General Counsel

Northwest Farm Credit Services, FLCA

Name: Stacy D. Lavin

Title: SVP & General Counsel

SCHEDULE 1

Acquired Marks

Word Mark **COUNTRY HOME LOANS**

Goods and Services IC 036. US 100 101 102, G & S; mortgage lending services. FIRST USE: 19900300, FIRST USE

IN COMMERCE: 19900300

Mark Drawing Code

(1) TYPED DRAWING

Serial Number

75251519

Filing Date

March 4, 1997

Current Basis

Original Filing Basis

1A

Published for

Opposition

August 18, 1998

Change In Registration CHANGE IN REGISTRATION HAS OCCURRED

Registration Number

2202558

Registration Date

November 10, 1998

Owner

(REGISTRANT) FARM CREDIT SERVICES OF THE MIDLANDS, FLCA FEDERALLY

CHARTERED CORPORATION UNITED STATES 206 So. 19th St. Omaha NEBRASKA 68102

(LAST LISTED OWNER) FARM CREDIT SERVICES OF AMERICA, ACA FEDERALLY CHARTERED CORPORATION BY CHANGE OF NAME, BY ASSIGNMENT UNITED STATES

5015 SOUTH 118TH STREET OMAHA NEBRASKA 68137

Assignment Recorded

ASSIGNMENT RECORDED

Attorney of Record

Clint D. Cadwallader

Type of Mark Register

SERVICE MARK PRINCIPAL-2(F)

Affidavit Text

SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20181116.

Renewal

2ND RENEWAL 20181116

Live/Dead Indicator

LIVE

SCHEDULE 1 (continued)

Word Mark FIND YOUR PLACE IN THE COUNTRY

Goods and Services IC 036. US 100 101 102. G & S; mortgage lending, FIRST USE; 20021008, FIRST USE IN

COMMERCE: 20021008

Mark Drawing Code (1) TYPED DRAWING

Serial Number 76421616 Filing Date June 17, 2002

Current Basis 1A Original Filing Basis 1B

Published for

December 17, 2002

Opposition Registration

Number 270

2762724

Registration Date

September 9, 2003

Owner

(REGISTRANT) Farm Credit Services of America, ACA FEDERALLY CHARTERED

CORPORATION UNITED STATES 5015 South 118th Street Omaha NEBRASKA 68137

Attorney of Record Denise C. Mazour
Type of Mark SERVICE MARK
Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20130829.

Renewal 1ST RENEWAL 20130829

Live/Dead Indicator LIVE

Exhibit A

ASSIGNMENT OF TRADEMARKS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Farm Credit Services of America, ACA, a federally chartered corporation located at 5018 S. 118th Street, Omaha, NE 68137 ("Seller"), hereby sells, assigns, transfers, and conveys to Northwest Farm Credit Services, FLCA, a federally chartered corporation, located at 2001 S. Flint Rd., Spokane, WA 99224 ("Buyer"), pursuant to the Trademark Acquisition Agreement dated as of January 21, 2019, by and between Seller and Buyer, all of Seller's right, title, and interest in and to the trademarks set forth on Schedule 1 attached hereto and incorporated by this reference herein, together with the goodwill associated therewith and symbolized thereby, and all claims and causes of action with respect to any of the foregoing, including without limitation all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement or other violation, and all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or other international convention.

Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment of Trademarks upon request by Buyer.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed on this 21st day of January, 2019, by its duly authorized officer.

Farm Credit Services of America, ACA

Name: Scott Coziahr

Title: SVP & General Counsel

STATE OF NEBRASKA

COUNTY OF DOUGLAS

))SS.

On the 21^{\$\frac{1}{2}\$} day of January, 2019, before me personally appeared Scott Coziahr, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he or she executed the same in his or her authorized capacity as the SVP and General Counsel of Farm Credit Services of America, ACA, a federally chartered corporation, and acknowledged the instrument to be his or her free act and deed/the free act and deed of Farm Credit Services of America, ACA, for the uses and purposes mentioned in the instrument.

My Commission Expires: 12-12-2017

GENERAL NOTARY - State of Nebraska ANALEE JACOBS My Comm. Exp. Dec. 12, 2019 Printed Name:

AGREED TO AND ACCEPTED:

Northwest Farm Credit Services, FLCA

By:

Name: Stacy D.

Title:

SVP & General Counsel

STATE OF WASHINGTON

COUNTY OF SPOKANE

)SS.

day of January, 2019, before me personally appeared Stacy D. Lavin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he or she executed the same in his or her authorized capacity as the SVP & General Counsel of Northwest Farm Credit Services, FLCA, a federally chartered corporation, and acknowledged the instrument to be his or her free act and deed/the free act and deed of Northwest Farm Credit

Services, FLCA, for the uses and purposes mentioned in the instrument.

Printed Name:

My Commission Expires: