

**RESOLUTION**

RESOLVED, that the Cooperative borrow from National Rural Utilities Cooperative Finance Corporation (“CFC”), from time to time as determined by the persons designated by the board of directors of the Cooperative, an aggregate amount not to exceed \$12,000,000.00, as set forth in the loan agreement with CFC governing such loan, substantially in the form of the loan agreement presented to this meeting (the “9026 Loan Agreement”);

RESOLVED, that the Cooperative also borrow from CFC, from time to time as determined by the persons designated by the board of directors of the Cooperative, an aggregate amount not to exceed \$8,000,000.00, as set forth in the loan agreement with CFC governing such loan, substantially in the form of the loan agreement presented to this meeting (the “9027 Loan Agreement”);

RESOLVED, that the proceeds of this loan be used for the purposes set forth in the 9026 Loan Agreement and the 9027 Loan Agreement, respectively;

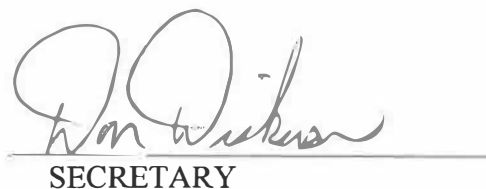
RESOLVED, that the individuals listed below are hereby authorized to execute and to deliver to CFC the following documents (including as many counterparts as may be required):

- (a) the 9026 Loan Agreement;
- (b) the 9027 Loan Agreement;
- (c) one or more secured promissory notes payable to the order of CFC, which in the aggregate shall not exceed the principal amount of \$12,000,000.00, substantially in the form of the note presented to this meeting; and
- (d) one or more secured promissory notes payable to the order of CFC, which in the aggregate shall not exceed the principal amount of \$8,000,000.00, substantially in the form of the note presented to this meeting; and
- (e) If required by CFC, as many counterparts as shall be deemed advisable of a mortgage and security agreement with CFC as mortgagee, for purposes of securing the loans provided for herein, in such form as the individuals authorized herein may negotiate with CFC.

RESOLVED, that each of the following individuals is hereby authorized in the name and on behalf of the Cooperative to execute and to deliver all such other documents and instruments as may be necessary or appropriate, to execute any future amendments to said 9026 Loan Agreement and 9027 Loan Agreement as such individual may deem appropriate within the amount of the promissory notes so authorized herein and to do all such other acts as in the opinion of such authorized individual acting may be necessary or appropriate in order to carry out the purposes and intent of the foregoing resolutions:

<u>Office or Title</u>	<u>Name (typed or printed)</u>
General Manager/CEO	Kevin Doddridge
Director of Finance & Administration	Mark Nichols

  
\_\_\_\_\_  
PRESIDENT

  
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SECRETARY