

## RESOLUTION TO BORROW AND CERTIFICATION

The undersigned, the \_\_\_\_\_ of \_\_\_\_\_ (the "Entity"), being duly sworn, certifies as follows:

1. **EXISTENCE OF ENTITY:** The Entity is a \_\_\_\_\_ formed under the laws of the State of \_\_\_\_\_, whose Federal Tax I.D. Number is \_\_\_\_\_.

2. **AUTHORITY TO BORROW AND SIGN:** At a meeting, duly called, noticed, and held on \_\_\_\_\_ the Entity adopted the following resolutions:

- a. **Loan Authorization:** The Entity is authorized to borrow funds from The Cooperative Finance Association, Inc., 11500 NW Ambassador Dr., Suite 300, Kansas City, MO 64153 ("Lender"), from time to time and in various amounts, on such terms as the Lender may make available.
- b. **Collateral:** To secure the repayment of any loan(s), the Entity is hereby authorized to grant Lender a security interest in its assets, including, but not limited to, any or all of the Entity's inventory, growing crops, harvested or stored grain and commodities, warehouse receipts, storage contracts, livestock, farm products, tools, machinery, equipment, contract rights, chattel paper, documents, accounts, general intangibles, governmental farm program payments, in cash or in kind, fixtures, real estate, and all other property of the Entity's, real, personal, and mixed, of whatever kind and description and wherever located both now owned and hereafter acquired, and the products and proceeds of the same, including insurance proceeds.
- c. **Agricultural or Commercial Enterprise:** The Entity is engaged in a commercial enterprise or is in the business of carrying on general farming, livestock, poultry, or other agricultural businesses.
- d. **Previous Loans:** Any existing loans obtained by the Entity from the Lender, whether or not evidenced by promissory notes, are hereby ratified and approved and all documents granting security for such loans are also hereby ratified and approved.
- e. **Continuing Resolutions:** The provisions of these resolutions shall remain in full force and effect until a certified copy of a duly adopted resolution or resolutions, effecting a rescission or amendment, as the case may be, shall have been furnished to Lender.
- f. **Certification:** The proceedings of the meeting were in accordance with the organizational documents of the Entity and none of the provisions of these resolutions are inconsistent with the organizational documents of the Entity or state law.
- g. **Organizational Changes:** The Entity shall give Lender at least 30 days' notice prior to changing its name, address, state of organization, or type of organization.
- h. **Authorized Individuals.** Each of the following persons, independently, are authorized to execute and deliver to Lender or its nominee all such written instruments as may be required by Lender in regard to or as evidence of such loans, to pledge, mortgage, convey, or assign such property of the Entity as may be agreed to as security for such loans, and to do or cause to be done, from time to time, all things that may be necessary or proper for the carrying out the transactions in these resolutions:

Name:	Title:	Address:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_