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PUBLIC SERVICE COMMISSION

ROBERT SPRAGENS, SR. (1920-1998)

# SPRAGENS & HIGDON, P.S.C. ATTORNEYS AT LAW

P. O. BOX 681- 15 COURT SQUARE LEBANON, KENTUCKY 40033-0681 TELEPHONE (270) 692-3141 FAX: (270) 692-6693

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September 10, 2018

## Via Federal Express

Gwen R. Pinson, Executive Director Kentucky Public Service Commission 211 Sower Boulevard Frankfort, Kentucky 40602

# RE: Case No. 2018-00130, Taylor County's Compliance with Commission Order

Dear Ms. Pinson:

Please find enclosed Taylor County's Compliance with the Notification/Filing requirements set forth with findings Paragraphs 3 and 4 of the Commission's Order enter July 22, 2018.

Very truly yours,

SPRAGENS & HIGDON, P.S.C.

Robert Spragens

cc: Barry Myers, Manager, Taylor Co. RECC

RSjr/sdt

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ROBERT SPRAGENS, JR.\* FREDERICK A. HIGDON

\*Also admitted in Georgia

# COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF TAYLOR COUNTY R.E.C.C. FOR AUTHORIZATION TO BORROW \$6,500,000 FROM COBANK AND EXECUTE NECESSARY NOTES AND TO REFINANCE SHORT TERM NOTES IN THE SAME AMOUNT

# **APPLICANT'S COMPLIANCE WITH COMMISSION ORDER**

Taylor County Rural Electric Cooperative Corporation, ("Taylor County"), acting by counsel and in compliance with the Commission's Order entered herein on June 22, 2018 (specifically, finding paragraphs 3 and 4 found upon page 3 of that Order), files herewith the following:

1. CoBank's August 29 correspondence to Taylor County, (received by Counsel on

September 4) confirming the exact terms of Taylor County's new CoBank loan, including

the actual fixed-rate of interest to be charged thereupon; and

2. A true copy of the loan documents.

Taylor County further advises the Commission that CoBank will provide to Taylor County a supplemental mortgage document for filing in the nine (9) counties within which Taylor County has situated its owned facilities. That supplemental mortgage has not yet been received from CoBank but will be duly recorded as required upon receipt.

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PUBLIC SERVICE COMMISSION

Case No. 2018-00130

Respectfully submitted,

SPRAGENS & HIGDON, P.S.C. ATTORNEYS AT LAW 15 Court Square P.O. Box 681 Lebanon, Kentucky 40033 Phone: (270) 692-3141 Fax: (270) 692-6693

Counsel for Taylor County Rural Electric Cooperative Corporation

BY: 4 Robert Spragens, J

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August 29, 2018

Patsy Walters Accounting Supervisor Taylor County RECC 625 West Main Street Campbellsville, KY 42718

Dear Patsy:

This letter confirms that on August 15, 2018 Taylor County RECC took a single advance on their new term loan (RIML065T11) in the amount of \$4,000,000. The rate is fixed at 4.58%. This advance concludes the transaction and there is no additional availability under term loan RIML065T11 as this was a single advance credit facility.

If you have any questions, please contact me at 770-618-3220.

Best regards,

Like Daines

Luke Gaines Vice President

# COBANK

Loan No. RIML0654T11

#### SINGLE ADVANCE TERM PROMISSORY NOTE AND SUPPLEMENT

THIS SINGLE ADVANCE TERM PROMISSORY NOTE AND SUPPLEMENT ("Supplement") to the Amended and Restated Master Loan Agreement dated November 24, 2003 (such agreement, as may be amended, hereinafter referred to as the "MILA"), is entered into as of March 30, 2018 between COBANK, ACB, a federally-chartered instrumentality of the United States ("CoBank") and TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION, Campbellsville, Kentucky, a corporation (together with its permitted successors and assigns, the "Company"). Capitalized terms not otherwise defined in this Supplement will have the meanings set forth in the MLA.

SECTION 1. SINGLE ADVANCE TERM COMMITMENT. On the terms and conditions set forth in the MLA and this Supplement, CoBank agrees to make a single advance loan to the Company in an amount not to exceed \$6,500,000.00 (the "Commitment").

**SECTION 2. PURPOSE.** The purpose of the Commitment is to finance work plan expenditures and refinance a portion of the expenditures that were funded through the Company's CoBank (Note No. RIML0654S1) and National Rural Utilities Cooperative Finance Corporation lines of credit.

SECTION 3. TERM. The Commitment will expire at 12:00 p.m. Denver, Colorado time on August 30, 2018, or on such later date as CoBank may, in its sole discretion, authorize in writing (the "Term Expiration Date").

SECTION 4. LIMITS ON ADVANCES, AVAILABILITY, ETC. The loans will be made available as provided in Section 2 of the MLA.

SECTION 5. INTEREST. The Company agrees to pay interest on the unpaid balance of the loan(s) in accordance with the following interest rate option(s):

(A) Weekly Quoted Variable Rate. At a rate per annum equal at all times to the rate of interest established by CoBank on the first Business Day of each week. The rate established by CoBank will be effective until the first Business Day of the next week. Each change in the rate will be applicable to all balances subject to this option and information about the then current rate will be made available upon telephonic request.

(B) Quoted Rate. At a fixed rate per annum to be quoted by CoBank in its sole discretion in each instance. Under this option, rates may be fixed on such balances and for such periods, as may be agreeable to CoBank in its sole discretion in each instance, provided that: (1) the minimum fixed period will be 365 days; (2) amounts may be fixed in an amount not less than \$100,000.00; and (3) the maximum number of fixes in place at any one time will be five.

The Company will select the applicable rate option at the time it requests a loan hereunder and may, subject to the limitations set forth above, elect to convert balances bearing interest at the variable rate option to one of the fixed rate options. If the Company fails to elect an interest rate option, interest will accrue at the variable interest rate option. Upon the expiration of any fixed rate period, interest will automatically accrue at the variable rate option unless the amount fixed is repaid or fixed for an additional period in accordance with the terms hereof. Notwithstanding the foregoing, rates may not be fixed for

#### TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION Campbellsville, Kentucky Supplement No. RIML0654T11

periods expiring after the maturity date of the loans and rates may not be fixed in such a manner as to cause the Company to have to break any fixed rate balance in order to pay any installment of principal. All elections provided for herein will be made telephonically or in writing and must be received by 12:00 p.m. Denver, Colorado time. Interest will be calculated on the actual number of days each loan is outstanding on the basis of a year consisting of 360 days and will be payable monthly in arrears by the 20th day of the following month or on such other day as CoBank will require in a written notice to the Company ("Interest Payment Date").

SECTION 6. PROMISSORY NOTE. The Company promises to repay the unpaid principal balance of the loan in 360 consecutive, monthly installments, payable on the 20th day of each month, with the first installment due on September 20, 2018, and the last installment due on August 20, 2048. The amount of each installment will be the same principal amount that would be required to be repaid if the loan(s) were scheduled to be repaid in level payments of principal and interest and such schedule was calculated utilizing the rate of interest in effect on the date funds are advanced under this Supplement. Principal due on the first payment date will constitute a month's amortization, regardless of any partial month's interest due in accordance with the provisions set forth herein.

In addition to the above, the Company promises to pay interest on the unpaid principal balance of the loan at the times and in accordance with the provisions set forth herein.

SECTION 7. PREPAYMENT. Subject to the broken funding surcharge provision of the MLA, the Company may, on one Business Day's prior written notice, prepay all or any portion of the loan(s). Unless otherwise agreed by CoBank, all prepayments will be applied to principal installments in the inverse order of their maturity and to such balances, fixed or variable, as CoBank will specify.

**SECTION 8. SECURITY.** The Company's obligations hereunder and, to the extent related hereto, under the MLA, will be secured as provided in Section 4 of the MLA or in a closing instruction letter signed by the parties (an "Instruction Letter").

#### SECTION 9. FEES. INTENTIONALLY OMITTED.

**SECTION 10. NON-PATRONAGE.** Notwithstanding any provisions in the MLA or CoBank's Bylaws and Capital Plan to the contrary, the loan(s) evidenced by this Supplement shall be made on a non-patronage basis. Therefore, any amounts advanced hereunder shall not be included in the annual average accruing loan volume calculation for purposes of determining Company's patronage refund, if any.

#### SIGNATURE PAGE FOLLOWS

#### TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION Campbellsville, Kentucky Supplement No. RIML0654T11

#### SIGNATURE PAGE TO SUPPLEMENT

IN WITNESS WHEREOF, the parties have caused this Supplement to the MLA to be executed by their duly authorized officer(s).

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8/14/18

#### TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION Campbellsville, Kentucky Supplement No. RIML0654T11

# SIGNATURE PAGE TO SUPPLEMENT

IN WITNESS WHEREOF, the parties have caused this Supplement to the MLA to be executed by their duly authorized officer(s).

COBANK	C, ACB	
By:	10	
Name:	Patricia Machado	
Title:	Assistant Corporate Secretary	

#### Exhibit A

#### Manager's Certificate

#### MANAGER'S CERTIFICATE REQUIRED UNDER MORTGAGE SECTION 2.01 FOR ADDITIONAL NOTES

On behalf of <u>Taylor County Rural Electric Cooperative Corporation</u>. <u>Campbellsville</u>. <u>Kentucky</u> (the "Borrower"),

I Barry L. Myers hereby certify as follows:

- I am the Manager of the Borrower and have been duly authorized to deliver this certificate in connection with the Additional Note or Notes to be issued on or about <u>March 30, 2018</u> pursuant to Section 2.01 of the Mortgage dated as of <u>November 1, 2004</u>.
- No Event of Default has occurred and is continuing under the Mortgage, or any event which with the giving of notice or lapse of time or both would become an Event of Default has occurred and is continuing.
- The Additional Notes described in paragraph 1 are for the purpose of funding Property Additions being constructed, acquired, procured or replaced that are or will become part of the Borrower's Utility System.
- 4. The Property Additions referred to in paragraph 3 are Eligible Property Additions, i.e. Property Additions acquired or whose construction was completed not more than 5 years prior to the issuance of additional Notes and Property Additions acquired or whose construction is started and/or completed not more than 4 years after issuance of the additional Notes, but shall exclude any Property Additions financed by any other debt secured under the Mortgage at the time additional Notes are issued
- 5. I have reviewed the certificate of the Independent certified public accountant also being delivered to each of the Mortgagees pursuant to Section 2.01 in connection with the aforesaid Additional. Note or Notes and concur with the conclusions expressed therein.
- 6. Capitalized terms that are used in this certificate but are not defined herein have the meanings defined in the Mortgage.

Signed:	Pane 2	Tha
Name:	Barry L. Myers	
Title:	Manager	
Date:	4.3.19	

Name and Address of Borrower

Taylor County Rural Electric Cooperative Corporation P.O. Box 100 Campbellsville, KY 42719

ang 14/13

## Exhibit C-I Manager's Certificate Required Under RUS Loan Contract Section 6.14 for Additional Notes

On behalf of <u>Taylor County Rural Electric Cooperative Corporation</u> I hereby certify that the Additional Note or Notes to be issued under Section 2.01 of the Mortgage on or about <u>4-5-18</u> Date Note or Notes are to be Signed meet all of the requirements of Section 6.14 of the RUS Loan Contract, namely:

(a) The weighted average life of the loan evidenced by such Notes (18.4 years) does not exceed the weighted average of the expected remaining useful lives of the assets being financed (20.4 years) as evidenced by the attached calculation of said weighted average lives.

(b) The principal of the loan evidenced by such Notes shall either be check one and provide evidence in the second case:

 $X_{(1)}$  repaid based on level payments of principal and interest throughout the life of the loan, or

(2) amortized at a rate that shall yield a weighted average life that is not greater than the weighted average life that would result from level payments of principal and interest throughout the life of the loan as evidenced by the attached analysis of said weighted average lives.

(c) The principal of the loan evidenced by such Notes has a maturity of not less than 5 years.

Signed	Dang K.	Thick
Name:	Barry L. Myers	
Title:	Manager	/
Date:	4-5-18	

Name and Address of Borrower

Taylor County Rural Electric Cooperative Corporation P.O. Box 100 Campbellsville, KY 42719

# Attachment to Manager's Certificate Required Under RUS Loan Contract Section 6.14 for Additional Notes

Analysis of Weighted Average Lives

Distribution Plant Acc Prov for Deprec-Dist Plant Net Distribution Plant		\$83,483,649.98 (\$26,764,932.95) \$56,718,717.03
Distribution Plant Composite Depreciation Rate Annual Depreciation	x	\$83,483,649.98 <u>3.35%</u> \$2,796,702.27
Net Distribution Plant Annual Depreciation Weighted average of expected remaining useful lives of the assets being financed		\$56,718,717.03 \$2,796,702.27 20.3 Years



# RESOLUTION OF THE BOARD OF DIRECTORS of TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION (D/B/A TAYLOR COUNTY RECC)

WHEREAS, the above named borrower ("Borrower"), under its articles of incorporation, bylaws, or other organizational documents has full power and authority to borrow money and to secure the same with its own property and property delivered to it for marketing or otherwise; and

WHEREAS, all prerequisite acts and proceedings preliminary to the adoption of this Resolution have been taken and done in due and proper form, time and manner;

NOW, THEREFORE, BE IT RESOLVED, that each of the following officers or positions (line out any not to be authorized under this Resolution) President, Vice President, Treasurer, Secretary, Manager, Office Manager, and any others to be authorized under this Resolution

("Officers") of the Borrower are jointly and severally authorized and empowered to obtain for and on behalf of the Borrower from time to time, from CoBank, ACB ("CoBank"), a loan or loans or other financial accommodations (including, without limitation, letters of credit, note purchase agreements and bankers acceptances) (collectively, a "Loan") under this Resolution; and for such purposes: (1) to execute such application or applications (including exhibits, amendments and/or supplements thereto) as may be required for all borrowings; (2) to obligate the Borrower to pay such rate or rates of interest as the Officers so acting shall deem proper, and in connection therewith to purchase such interest rate risk management products as may be offered from time to time by CoBank; (3) to obligate the Borrower to such other terms and conditions as the Officers so acting shall deem proper; (4) to obligate the Borrower to make such investments in CoBank as required by CoBank; (5) to execute and deliver to CoBank or its nominee all such written loan agreements, documents and instruments as may be required by CoBank in regard to or as evidence of any Loan made pursuant to the terms of this Resolution; (6) to pledge, grant a security interest or lien in, or assign property of the Borrower or property of others on which it is entitled to borrow, of any kind and in any amount as security for any or all obligations (past, present and/or future) of the Borrower to CoBank; (7) from time to time extend, amend, renew or refinance any such Loan; (8) to reborrow from time to time, subject to the provisions of this Resolution, all or any part of the amounts repaid to CoBank on any Loan made pursuant hereto (whether for the same or a different purpose); (9) to execute and deliver to CoBank an Electronic Commerce Master Service Agreement, a separate Service Agreement for each different service requested by the Borrower, and such other agreements, addenda, documents or instruments as may be required by CoBank in the event that the Borrower elects to use CoBank's electronic banking system (the "System"); (10) to execute and deliver to CoBank any agreements, addenda, authorization forms and other documents or instruments as may be

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A Touchstone Energy® Cooperative

required by CoBank in the event that the Borrower elects to use any services or products related to the Loan that are offered by CoBank now or in the future, including without limitation an automated clearing house (ACH) service; (11) to direct and delegate to designated employees of the Borrower the authority to direct, by written or telephonic instructions or electronically, if the Borrower has agreed to use the System for such purpose, the disposition of the proceeds of any Loan authorized herein or any property of the Borrower at any time held by CoBank; and (12) to delegate to designated employees of the Borrower the authority to request by telephonic or written means or electronically, if the Borrower has agreed to use the System for such purpose, loan advances and/or other financial accommodations, and in connection therewith, to fix rates and agree to pay fees. In the absence of any direction or delegation authorized in (11) or (12) above, all existing directions and/or delegations shall remain in full force and effect and shall be applicable to any Loan authorized herein.

**RESOLVED FURTHER**, That each of the Officers are hereby jointly and severally authorized to: (1) establish a Cash Investment Services Account at CoBank; (2) make such investments therein as any Officer shall deem proper; (3) direct by written or telephonic instructions or electronically, if the Borrower has agreed to use the System for such purposes, the disposition of the proceeds therein; (4) delegate to designated employees of the Borrower the authority set forth in (2) and (3) above; and (5) execute and deliver all documents and agreements necessary to carry out this authority.

**RESOLVED FURTHER**, That each of the Officers are hereby jointly and severally authorized and directed to do and/or cause to be done, from time to time, all things which may be necessary and/or proper for the carrying out of the terms of these Resolutions.

**RESOLVED FURTHER**, That all prior acts by the Officers or other employees or agents of the Borrower to accomplish the purposes of these Resolutions are hereby approved and ratified.

**RESOLVED FURTHER**, That any Officer of the Borrower is hereby authorized and directed to cast the ballot of the Borrower in any and all proceedings in which the Borrower is entitled to vote for the selection of a member of CoBank's board of directors or for any other purpose.

**RESOLVED FURTHER**, That these Resolutions shall remain in full force and effect until a certified copy of a duly adopted resolution effecting a revocation or amendment, as the case may be, shall have been received by CoBank. The authority hereby granted shall apply with equal force and effect to the successors in office of the Officers herein named.

**RESOLVED FURTHER**, That effective on the date when the Loan under these Resolutions becomes available, the following listed Resolutions are hereby revoked: <u>All prior CoBank</u> <u>Borrowing Resolutions</u> No such revocation shall affect the validity of any action or actions made or taken in reliance on such resolution(s) prior to the effective date of revocation.

**RESOLVED FURTHER**, That the Secretary or any Assistant Secretary of the Borrower is hereby authorized and directed to certify to CoBank a copy of these Resolutions, the names and specimen signatures of the present Officers above referred to, and if and when any change is made in the personnel of any said Officers, the fact of such change and the name and specimen signatures of the new Officers. CoBank shall be entitled to rely on any such certification until a new certification is actually received by CoBank.

## CERTIFICATE

The undersigned, a Secretary of the Borrower, hereby certifies that the Board of Directors, at a meeting duly called, noticed, convened and held on the <u>5th</u> day of <u>April, 2018</u>, at which a quorum was present, did adopt the foregoing resolutions and that said resolutions have not been revoked or amended in any way.

Dated this 5th day of April 5, 2018.

By:

SECRETARY

Name: CHRIS TUCKER

Title:

SDT/58395/446121.08

#### CERTIFICATION OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT REQUIRED UNDER RUS MORTGAGE SECTION 2.01 FOR ADDITIONAL NOTES

I/We, <u>Alan Zumstein</u>, <u>CPA</u>, hereby certify the following in connection with the Single Advance Term Promissory Note and Supplement No. *RIML0654T11* (the "Additional Note") to be issued by TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION (the "Mortgagor"). in favor of CoBank, ACB, on or about March 30, 2018, pursuant to Section 2.01 of the Restated Mortgage and Security Agreement dated as of November 1, 2004 (the "Mortgage"):

(i) The Mortgagor has achieved for each of the two calendar years immediately preceding the issuance of the Additional Notes, a TIER of not less than 1.25 and a DSC of not less than 1.25. The TIER and DSC ratios achieved are as follows:

Year	TIER	DSC
2017	3.41	2.67
2016	6.42	3.66

(ii) After taking into account the effect of the Additional Notes on the Total Long Term Debt of the Mongagor, the ratio of the Mongagor's Net Utility Plant to its Total Long Term Debt is greater than or equal to 1.0 on a pro forma basis. The pro forma ratio is as follows:

Pro Forma Ratio: 2.24

(iii) After taking into account the effect of the Additional Notes on the Total Assets of the Mortgagor, the Mortgagor has Equity greater than or equal to 27 percent of the Total Assets on a pro forma basis. The pro forma percentage is as follows:

(iv) The sum of the aggregate principal amount of the Additional Notes (if any) that are not related to the Electric System if added to the aggregate outstanding principal amount of all the existing Notes (if any) that are not related to the Electric System will not exceed 30% of the Mortgagor's Equity on a pro-forma basis. The pro-forma percentage is as follows:

Pro Forma Percentage: 78

Capitalized terms used but not defined herein have the same meanings as defined in the Mortgage.

Signed:	Alan Zumstein	
Name: Title:	Alan Zumstein CPA	
Date:	4/4/2018	
<u>Name an</u>	d Address of CPA Firm:	Name and Address of Mortgagor:
Alan	Zumstein, CPA	Taylor County Rural Electric Cooperative Corporation
1032	Chetford Drive	P.O. Box 100
Lexi	ngton KY 40509	Campbellsville, KY 42719

Wallis

Pro Forma Percentage: 67%

#### ADDITIONAL NOTES PROVISION OF RUS MORTGAGE

#### Section 2.01. Additional Notes:

(a) Without the prior consent of any Mortgagee or any Noteholder, the Mortgagor may issue additional Notes to the Government or to another lender or lenders for the purpose of acquiring, procuring or constructing new or replacement Eligible Property Additions and such Additional Notes will thereupon be secured equally and ratably with the Notes if each of the following requirements are satisfied:

(1) As evidenced by a certificate of an Independent certified public accountant sent to each Mortgagee on or before the first advance of proceeds from such Additional Notes:

(i) The Mortgagor shall have achieved for each of the two calendar years immediately preceding the issuance of such Additional Notes, a TIER of not less than 1.25 and a DSC of not less than 1.25;

(ii) After taking into account the effect of such Additional Notes on the Total Long Term Debt of the Mortgagor, the ratio of the Mortgagor's Net Utility Plant to its Total Long Term Debt shall be greater than or equal to 1.0 on a pro forma basis;

(iii) After taking into account the effect of such Additional Notes on the Total Assets of such Mortgagor, the Mortgagor shall have Equity greater than or equal to 27 percent of Total Assets on a pro forma basis; and

(iv) The sum of the aggregate principal amount of such Additional Notes (if any) that are not related to the Electric System if added to the aggregate outstanding principal amount of all the existing Notes (if any) that are not related to the Electric System will not exceed 30% of the Mortgagor's Equity on a pro forma basis.

(2) No Event of Default has occurred and is continuing hereunder, or any event which with the giving of notice or lapse of time or both would become an Event of Default has occurred and is continuing.

(3) The Eligible Property Additions being constructed, acquired, procured or replaced are part of the Mortgagor's Utility System.

(4) The Mortgagor's general manager or other duly authorized officer shall send to each of the Mortgagees a certificate in substantially the form attached hereto as Exhibit A on or before the date of the first advance of proceeds from such Additional Notes.

(b) For purposes of this section:

(1) "Eligible Property Additions" shall mean Property Additions acquired or whose construction was completed not more than 5 years prior to the issuance of the Additional Notes and Property Additions acquired or whose construction is started and/or completed not more than 4 years after issuance of the Additional Notes, but shall exclude any Property Additions financed by any other debt secured under the Mortgage at the time additional Notes are issued;

(2) Notes are considered to be "issued" on, and the date of "issuance" shall be, the date on which they are executed by the Mortgagor; and

(3) For purposes of calculating the pro forma ratios in subparagraphs (a)(1)(ii) and (iii), the values for Total Long Term Debt and Total Assets before debt issuance and the values for Equity and Net Utility Plant shall be the most recently available end-of-month figures preceding the issuance of the Additional Notes, but in no case for a month ending more than 180 days preceding such issuance.

COBANK

### CoBank, ACB INCUMBENCY CERTIFICATE

The undersigned, as Secretary of the Borrower named below, hereby certifies that the following persons are the current, duly elected or appointed Authorized Officers enumerated in applicable Resolutions of the Borrower's Board of Directors.

#### AUTHORIZED OFFICERS

NOTE: INSERT THE NAMES AND OBTAIN THE SIGNATURES OF ONLY THOSE AUTHORIZED BY THE RESOLUTION REFERRED TO ABOVE. THIS INCUMBENCY CERTIFICATE REVOKES AND REPLACES ALL PREVIOUS INCUMBENCY CERTIFICATES.

PRESIDENT
Mindel Junfett
Signature //
DONALD DEAN SHUFFETT
TYPE or PRINT name
// TREASURER
Diadina
// Signature
BRADLEY IRVIN
TYPE or PRINT name
MANAGER /
Frank. There
Signature
BARRY L. MYERS
TYPE or PRINT name

VICE PRESIDENT
RAYMOND RUCKER TYPE or PRINT name
SECRETARY Miches A. Judient 'Signature
CHRIS TUCKER TYPE or PRINT name
OFFICE MANAGER
Signature
TYPE or PRINT name

Dated this 5 day of <u>April</u>, 2018.

Annual Meeting Month: JULY

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

ER By CHRIS TUCKER Name:

Title: Secretary