

2013-001

Corporate Resolution to Borrow

Rural Community Assistance Corporation


The Governing Board of Directors of Indian Valley Community Services District
(Name of Borrower)

hereby authorizes the submission of a loan application, the incurring of an indebtedness, the execution of a loan agreement and any amendments thereto, a promissory note and any other documents necessary to secure a loan from Rural Community Assistance Corporation.

Whereas

- A. Indian Valley Community Services District
(Name of Borrower)
(hereinafter referred to as "Corporation") is a corporate entity established under the laws of the State of California and empowered to own property, borrow money and give security for loans.
(State)
- B. Rural Community Assistance Corporation (hereinafter referred to as "RCAC") is authorized to make loans for housing, environmental infrastructure and community facilities for low-income people.
- C. The Corporation wishes to obtain from RCAC a loan for the development of Water Treatment
(Type of Project)
(hereinafter referred to as "Project") on the property located at:
127 Round Valley Road, Greenville CA 95947
(Address/Location of Property)

It is now resolved that

- The Corporation shall submit to RCAC an application for a loan for the Project to be developed in the County of Plumas in the State of California
(County) *(State)*
- If the loan is approved, the Corporation is hereby authorized to incur indebtedness in an amount not to exceed the amount approved by RCAC and to enter into a loan agreement with RCAC for the purposes set forth in the loan application and approved by RCAC. It also may give a promissory note and execute security and other instruments required by RCAC to evidence and secure the indebtedness.
- The Corporation is further authorized to request amendments, including increases in the loan amount up to amounts approved by RCAC, and to execute any and all documents required by RCAC to evidence and secure these amendments.
- The Corporation authorizes CHAIR OF THE BOARD  14 Jun 13
(Title(s) or position(s) of authorized signer(s))

to execute in the name of the Corporation, the loan application and the loan agreement, promissory note, security and other instruments, and any and all documentation for the disbursement of funds required by RCAC to make and secure the loan and any amendments thereto.

- The Corporation authorizes N/A

(Title(s) or position(s) of authorized signer(s))

To execute in the name of the Corporation, only that documentation required by RCAC for the disbursement of funds during the term of the loan.

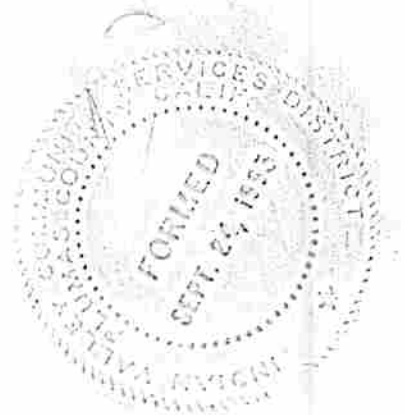
Passed and adopted this 14 day of AUGUST, 2013, by the following vote:

Ayes: 4 Nays: Abstain: Absent: 1

The undersigned Shireen Germann, Secretary of the Corporation heretofore named, does hereby attest and certify that the foregoing is a true and full copy of a resolution of the Governing Board of Directors adopted at a duly convened meeting on the date mentioned above, and that said resolution has not been altered, amended or repealed.

8/14/13
(Date)


(Secretary)



Serving rural communities in:

May 03, 2013

NOTIFICATION OF LOAN MATURITY

Indian Valley Community Services District
PO Box 899
Greenville, CA 95947

Phone: (530) 284-7224
Fax: (530) 284-0894

Alaska

Arizona

California

RE: Project: Greenville Water Treatment Plant Improvements
Loan No.: 0669-IVCSD-02

Colorado

Dear Indian Valley Community Services District:

Hawaii and other Pacific Islands

This letter is to inform you that the above loan is scheduled to mature on July 01, 2013. Please indicate below whether your organization intends to pay the loan in full by the maturity date or if you wish to request a formal loan extension.

Please note: This is not a Pay off Demand Letter, if you would like to pay off this loan sooner, please contact us as soon as possible.

Idaho

As of today May 03, 2013, your loan balance is as follows:

Principal due	Interest reserve balance	Interest due	Total due
\$130,659.12	\$0.00	\$62.60	\$130,721.72

Montana

We would appreciate your response by **May 17, 2013**. Please select from the following:

Nevada

This loan will be paid in full on July 01, 2013. *Please request your Payoff Demand two weeks in advance.

We would like to request a formal loan extension and hereby attach a letter detailing our request.

New Mexico

NOTE: If the authorized signer(s) as shown below has changed, please submit a revised Corporate Resolution to Borrow to RCAC along with this letter.

North Dakota

Name	Title	Name	Title
Jane Braxton Little	Board Chair		

Oregon

Agreed by: _____ *[Signature]* _____ *CUA* _____ *ACG 14th 13*
Name Title Date

South Dakota

Please sign and date this confirmation, and send directly to our office located at 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691, Attention Diane Tang. Should you have any questions, please contact me at (916) 447-9832, ext. 1039. Thank you.

Utah

Sincerely,

Washington

[Signature]
Diane Tang
Loan Specialist

Wyoming


cc: John Weidemaier and Juanita Hallstrom

THIS AGREEMENT shall bind the parties hereto and their respective successors, legal representatives and/or assigns.

As required by Section 4107(d)(2) of the Small Business Jobs Act of 2010, Borrower hereby certifies to Lender that the principals of Borrower and its affiliates have not been convicted of, or pleaded nolo contendere to, a sex offense against a minor (as such terms are defined in section 111 of the Sex Offender Registration and Notification Act (42 U.S.C. 16911)).

IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement #7 as of the date first written above and have caused the same to be executed by their duly authorized representatives.

Indian Valley Community Services District,
a California community services district

By:  14 Nov 13
Jane Braxton Little
Board Chair

RURAL COMMUNITY ASSISTANCE CORPORATION,
a California nonprofit public benefit corporation

By: 
Michael D. Carroll
Loan Fund Director

WHEREAS, the parties to this Modification Agreement #7 desire to modify the loan amount under the Grant Anticipation Note/Loan Agreement, Modification And Advance Agreement #1, Modification Agreement #2, Modification Agreement #3, Modification Agreement #4, Modification Agreement #5, and Modification Agreement #6;

NOW, THEREFORE, in consideration of the terms and conditions of this Modification Agreement #7 and of the mutual promises contained in this Modification Agreement #7 contemporaneously with the signing of this Modification Agreement #7, it is hereby mutually covenanted and agreed that the loan amount and the terms for the payment of principal and all unpaid interest under Modification And Advance Agreement #1, Modification Agreement #2, Modification Agreement #3, Modification Agreement #4, Modification Agreement #5, Modification Agreement #6, and Grant Anticipation Note/Loan Agreement and the same are modified by this Modification Agreement #7 as follows:

1. The maturity date of the Modification And Advance Agreement #1, Modification Agreement #2, Modification Agreement #3, Modification Agreement #4, Modification Agreement #5, Modification Agreement #6, and the Anticipation Note/Loan Agreement is hereby extended Six (6) months to January 1, 2014.
2. Borrower (IVCSD) to be billed monthly for interest accrual.
3. The Interest Rate remains the same which is 5.75%. Said Interest Rate will be in effect from July 1, 2013 to January 1, 2014.
4. Borrower (IVCSD) to pay a Loan Extension Fee of \$750.00 to RCAC.

IT IS FURTHER AGREED and understood that all of the covenants, terms and conditions of the Modification And Advance Agreement #1, Modification Agreement #2, Modification Agreement #3, Modification Agreement #4, Modification Agreement #5, Modification Agreement #6, and Grant Anticipation Note/Loan Agreement shall remain in full force and effect except for the herein agreed to modification.

NOTHING in this Modification Agreement #7 shall invalidate any of the security now held for the payment of said debt, nor impair any condition in said Modification And Advance Agreement #1, Modification Agreement #2, Modification Agreement #3, Modification Agreement #4, Modification Agreement #5, Modification Agreement #6, and Grant Anticipation Note/Loan Agreement.

MODIFICATION AGREEMENT #7
Borrower Name: Indian Valley Community Services District
Loan No.: 0669-IVCSD-02

THIS MODIFICATION AGREEMENT #7 is made July 13, 2013, by and between Indian Valley Community Services District, a California community services district, as Borrower, herein after referred to as "IVCSD", and RURAL COMMUNITY ASSISTANCE CORPORATION, a California nonprofit public benefit corporation, as Lender, hereinafter referred to as "RCAC".

WHEREAS, on June 23, 2009, RCAC entered into a Grant Anticipation Note/Loan Agreement with IVCSD and, pursuant to the terms of the Grant Anticipation Note/Loan Agreement, loaned to IVCSD the sum of Four Hundred Thousand Dollars and No Cents (\$400,000.00), and which Grant Anticipation Note/Loan Agreement and Modification And Advance Agreement #1, Modification Agreement #2, Modification Agreement #3, Modification Agreement #4, Modification Agreement #5, Modification Agreement #6 are made a part of this Modification Agreement #7 by this reference;

WHEREAS, the Grant Anticipation Note/Loan Agreement provide that the indebtedness evidenced thereby shall bear interest at the rate of five and one half percent (5.5%) per annum and that the principal and all unpaid interest shall be due and payable not later than January 1, 2011; and further increased the loan by \$334,500.00 for a new loan amount of \$734,500.00 in Modification And Advance Agreement #1; and further decreased the loan amount to \$494,000.00 and extended the loan term to July 1, 2011 with the interest rate remaining the same which is 5.50% per annum in the Modification Agreement #2; and further extended the loan term to January 1, 2012 with the interest rate changed to 5.75% per annum in the Modification Agreement #3; and further extended the loan term to July 1, 2012 with the interest rate remaining the same which is 5.75% per annum in the Modification Agreement #4; and; and further extended the loan term to January 1, 2013 with the interest rate remaining the same which is 5.75% per annum in the Modification Agreement #5; and further extended the loan term to July 1, 2013 with the interest rate remaining the same which is 5.75% per annum in the Modification Agreement #6; and;

WHEREAS, there is now owing the principal sum of One Hundred Thirty Thousand Six Hundred Fifty Nine Dollars and Twelve Cents (\$130,659.12), with interest thereon, from July 13, 2013; and;