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P.O. Box 496  
Fergus Falls, MN  
56538-0496  
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**1-866-410-8780 • www.ottertail.com**

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Reply to Fergus Falls office  
Direct: 218-998-7108

October 2, 2008

PUBLIC SERVICE COMMISSION

VIA ELECTRONIC FILING and UPS OVERNIGHT

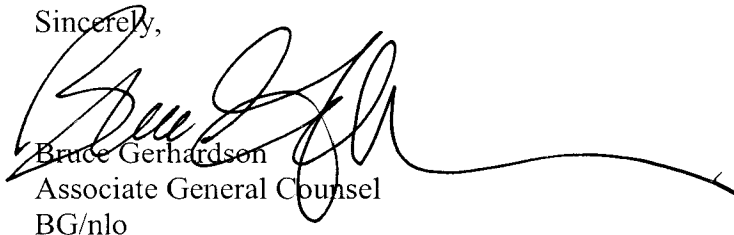
Darrell Nitschke, Executive Secretary  
North Dakota Public Service Commission  
600 East Boulevard, Dept. 408  
Bismarck, ND 58505-0408

**Re: In the Matter of the Joint Application of Otter Tail Corporation, d/b/a Otter Tail Power Company and Dakota Valley Electric Cooperative for Approval of a Service Area Agreement covering the Area in and Around Wahpeton, North Dakota under N.D.C.C. § 49-03-06**

Dear Executive Secretary:

Enclosed in the above-referenced matter are an original and seven (7) copies of Otter Tail Corporation's, d/b/a Otter Tail Power Company, Joint Application with Dakota Valley Electric Cooperative for Approval of a Service Area Agreement. This is being sent via electronic filing and overnight mail.

Sincerely,



Bruce Gerhardson  
Associate General Counsel  
BG/nlo

Enclosures

cc: Ms. Geri Coyne  
A. Warren Stokes, Attorney at Law

1 **PU-08-804** Filed: 10/2/2008 Pages: 20  
**Application, Service Area Agreement, Map, Dakota Valley Electric Corporate Papers**

Otter Tail Corporation

PUBLIC SERVICE COMMISSION  
STATE OF NORTH DAKOTA

In the matter of the Joint )  
Application of Otter Tail )  
Corporation, d/b/a Otter Tail Power )  
Company and Dakota Valley )  
Electric Cooperative for approval of )  
a Service Area Agreement covering )  
the area in and around Wahpeton, )  
North Dakota under NDCC § 49- )  
03-06 )

Joint Application for Approval of Service  
Area Agreement Under NDCC § 49-03-06

Applicants respectively represent to the commission as follows:

1.

Otter Tail Corporation (“Otter Tail”) is a Minnesota corporation, doing business in North Dakota as “Otter Tail Power Company” and is authorized to do business in the State of North Dakota. Otter Tail’s principal address is PO Box 496, 215 S Cascade Street, Fergus Falls, MN 56538-0496. Its principal address in North Dakota is PO Box 9156, 4334 18th Avenue SW, Fargo, ND 58106-9156. Otter Tail is a public utility under the laws of North Dakota, engaged in the generation, transmission, and distribution of electricity. Otter Tail’s Articles of Incorporation are currently on file with the Public Service Commission. A Certificate of Good Standing issued by the Secretary of State from the states of Minnesota and North Dakota is on file with the ND Public Service Commission in file PU-08-538 dated July 15, 2008.

2.

Dakota Valley Electric Cooperative Inc. (“Dakota Valley”) is an electrical cooperative corporation organized in North Dakota under N.D.C.C. Chapter 10-13, with its principal place of business at 14051 Hwy 13 Milnor, ND 58060. A copy of the Amended and Restated Articles of Incorporation of Dakota Valley are attached as Exhibit “2”. A Certificate of Good standing issued by the Secretary of State of the State of North Dakota is filed herewith, with a copy attached as Exhibit 3. Dakota Valley is engaged in the distribution of electricity in 8 counties in eastern North Dakota.

3.

Otter Tail and Dakota Valley operate adjacent and intermingled electrical distribution systems in and around Wahpeton, North Dakota.

4.

Under the authority granted by N.D.C.C. Section 49-02-01.1 Otter Tail and Dakota Valley have entered into a Service Area Agreement, a copy of which is attached as Exhibit "4". Among other matters, the Service Area Agreement: (a) allocates to Otter Tail and Dakota Valley specified service areas within the City of Wahpeton and adjacent to the City of Wahpeton; (b) establishes service quality standards and agreements to cooperate, and establishes the authority of the City of Wahpeton; and (c) retains the authority of the City of Wahpeton to enforce the terms of any existing or future franchise agreement. By its terms, the Service Area Agreement is subject to the approval of the Commission.

5.

The Service Area Agreement is in the public interest by, among other matters: (a) creating the certainty necessary for both applicants to plan and operate efficiently within the service territory granted to them; (b) establishing service areas which will void unreasonable duplication of electric facilities; (c) mandating that both parties provide electric service consistent with applicable standards specified therein, so as to best assure adequate and reliable electric service to customers; and (d) establishing agreements which will help avoid territorial disputes between the parties their service in and around the City of Wahpeton.

6.

The Service Area Agreement was approved by the City of Wahpeton at a meeting of its City Commission held on the 21<sup>st</sup> day of July, 2008.

7.

For the reasons more fully set forth above, the applicants believe that it is proper and in the public interest for the Commission to approve the Service Area Agreement, and granted Otter Tail a Certificate of Public Convenience and Necessity authorizing it to extend its plant and system within the service territory granted to Otter Tail under the Service Area Agreement.

WHEREFORE, applicants request that the North Dakota Public Service Commission enter an Order:

- (A) Approving the Service Area Agreement in accordance with N.D.C.C. Section 49-02-01.1;
- (B) Granting to Otter Tail a Certificate of Public Convenience and Necessity authorizing it to extend its plant and System and to provide electric service to service locations within the Otter Tail service area set forth in the Service Area Agreement;



STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF OTTER TAIL )

Mark Helland, VP of Customer Service, deposes and says that he is an ~~attorney representing~~ Otter Tail Corp., doing business as Otter Tail Power Co., the corporation described in the above-entitled matter; that he has read the foregoing Joint Application and knows the contents thereof to be true to the best of his knowledge, information and belief.

Nancy LuAnn Olson

SUBSCRIBED AND SWORN to before me this 18th day of September, 2008.



Notary Public, State of Minnesota  
My Commission Expires: 1/31/2010

Dated this \_\_\_ day of \_\_\_, 2008.

DAKOTA VALLEY ELECTRIC COOPERATIVE

BY: [Signature]  
Its General Manager

STATE OF NORTH DAKOTA )  
 )ss.  
COUNTY OF SARGENT )

Jay Jacobson, being first duly sworn, deposes and says that he is the Manager of Dakota Valley Electric Cooperative, the electric cooperative corporation described in the above-entitled matter; that he has read the foregoing Joint Application and knows the contents thereof to be true to the best of his knowledge, information and belief.

[Signature]

SUBSCRIBED AND SWORN to before me this 26 day of Sept., 2008.

Kathy Rysavy

Notary Public, State of ND

My Commission Expires: \_\_\_\_\_

KATHY RYSAVY  
Notary Public  
State of North Dakota  
My Commission Expires May 27, 2014

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Exhibit 2. ○ Dakota Valley Articles of Incorporation

Exhibit 3. ○ Dakota Valley Certificate of Good Standing

Exhibit 4. ○ Service Area Agreement

**SERVICE AREA AGREEMENT  
BETWEEN  
OTTER TAIL POWER COMPANY AND  
DAKOTA VALLEY ELECTRIC COOPERATIVE**

This Agreement, dated as of the 8<sup>th</sup> day of July, 2008, is made between and among Otter Tail Corporation, d/b/a/ Otter Tail Power Company, with its address at 215 South Cascade Street, Fergus Falls, Minnesota 56537 ("**Otter Tail**") and Dakota Valley Electric Cooperative, Inc., with its address at 14051 Hwy 13, Milnor, North Dakota 58060 ("**Dakota Valley**"). Otter Tail and Dakota Valley are hereafter referred to individually each as a "**Party**" and cumulatively as the "**Parties**" to this Agreement.

**RECITALS**

**WHEREAS**, Otter Tail is a Minnesota corporation and a public utility providing electrical service to customers in North Dakota, Minnesota, and South Dakota; and

**WHEREAS**, Dakota Valley is a North Dakota electric cooperative corporation, providing electric service in various counties in southeastern North Dakota; and

**WHEREAS**, in order to encourage harmony and operational efficiencies among electric providers, promote safety, discourage unreasonable duplication of electric facilities, assure adequate and reliable electric service for consumers and territories within North Dakota, and provide antitrust immunity to electric providers that negotiate service agreements, in 2005 the North Dakota Legislative Assembly enacted a bill codified as NDCC 49-03-06 (the "**Act**") authorizing electric utilities to enter into agreements designating the service areas of the Parties; and

**WHEREAS**, Otter Tail and Dakota Valley believe a service area agreement between them relative to their facilities in and around Wahpeton, North Dakota, is consistent with the purposes of the Act.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements, the Parties agree as follows:

**ARTICLE 1.  
SERVICE AREA**

- 1.1 Otter Tail Territory. From and after the Effective date, Otter Tail shall provide electric service, consistent with the requirements of its franchise with the City of Wahpeton, North Dakota, and applicable law, to all electric customers in the Otter Tail Service Area designated on Exhibit A attached to this Agreement ("**Otter Tail Service Area**").
- 1.2 Dakota Valley Territory. From and after the Effective Date, Dakota Valley shall provide electric service, consistent with the requirements of its franchise with the City of Wahpeton, North

Dakota, and applicable law, to all electric customers located in the Dakota Valley Service Area designated on Exhibit A attached to this Agreement (“**Dakota Valley Service Area**”).

- 1.3 Exclusive Territory. Except as provided below, Otter Tail shall not provide electric service to any customers located within the Dakota Valley Service Area, and Dakota Valley shall not provide service to any customers located within the Otter Tail Service Area. Notwithstanding the foregoing, each Party is permitted to continue to serve locations in the other Party’s territory if either (i) the Party was providing electric service to a customer at the location on the Effective Date or (ii) neither Party was providing electric service to the location on the effective date, and the Party provided electric service to a former customer at that location within 120 days prior to the Effective Date. Each Party shall continue to be the service provider for each such customer in the other Party’s Service Area, until such time as:
- (a.) the location which received service has been abandoned and electric service disconnected for a continuous period of at least 120 days; or
  - (b.) the customer makes a material change of its use of the property, or modifies the structure, facilities, or other improvements on the location, and such change or modification necessitates a replacement or substantial modification of the electric service facilities historically used to serve the location (including, but not limited to, a change from single-phase service to three-phase service), or if the change or modification requires additional service to new structures, facilities, or improvements due to a subdivision of the customer location after the Effective Date; or
  - (c.) the Parties and the customer mutually agree in writing to the transfer of electric service.
- 1.4 Agreements to Serve Following the Effective Date. Notwithstanding anything herein to the contrary, the Parties may at any time mutually agree in writing that any new or existing customer in one Party’s Service Area shall be served by the other Party, either temporarily or permanently.
- 1.5 Scope of Agreement. This agreement is intended to govern the allocation and provision of electrical service by and between Otter Tail and Dakota Valley within the boundaries defined in Exhibit A which is incorporated by reference as integral to this Agreement. The provision of electric service to customers outside the boundaries defined in Exhibit A will be governed by applicable law, any future amendments extending the scope of this agreement, or new service area agreements which may be made between the parties.

## **ARTICLE 2.**

### **TERM**

- 2.1 Effective Date. The term of this Agreement will commence upon the occurrence of last to occur of the following events (the “**Effective Date**”):
- (a.) the execution of this Agreement by both Parties;
  - (b.) the approval of this Agreement by the City Council of Wahpeton, North Dakota;
  - (c.) the approval of this Agreement by the North Dakota Public Service Commission.

- 2.2 End of Term. This Agreement may be terminated at any time by the mutual agreement of the Parties. Otherwise this Agreement shall continue in effect through December 31, 2028, and thereafter, this Agreement shall automatically renew for successive five-year terms unless either party provides written notice to the other Party of its intention to terminate this Agreement at least 180 days prior to the end of any such term.
- 2.3 End of Term Rights and Obligations. The Parties' rights and obligations to serve new customer locations after termination shall be governed by then applicable law, and each Party shall continue to be the service provider to those customer locations to which it provides service at the time this Agreement terminates.

### **ARTICLE 3. NO PURCHASE OBLIGATION**

- 3.1 No Purchase. Nothing herein shall obligate either Party to purchase, sell, or otherwise transfer any of its existing customers, electric serviced locations, or electric utility facilities to the other Party.

### **ARTICLE 4. SERVICE QUALITY**

- 4.1 Service Requirements. Both Parties will provide electric service to customers in their applicable Service Areas consistent with all applicable franchise agreements with the City of Wahpeton and consistent with all applicable laws and regulations. To the extent consistent with such requirements, both Parties are, however, free to adopt, implement, and enforce policies and practices relating to the provision of electric service, including without limitation to, fees, charges, line extension policies, interconnection policies, and other internal regulations as they may deem appropriate.
- 4.2 Cooperation. Should any customer be transferred from one provider to the other under this Agreement, both Parties agree to cooperate with each other to minimize disruption of the service provided to the customer to the extent reasonably practicable.

### **ARTICLE 5. FRANCHISES AND CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY**

- 5.1 Franchises. Neither Party will interfere with or object to the extension of the term nor the scope of the other Party's franchise with the City of Wahpeton as it may pertain to such Party's Service Area. Nothing in this Agreement precludes the City of Wahpeton from enforcing the terms and conditions of any existing or future agreement with either Party, including without limitation, any cancellation or termination right, as may be provided therein. Neither Party, however, shall provide any inducement to the City of Wahpeton to encourage the City not to renew extend,

terminate, or alter in any way the other Party's franchise agreement as it pertains to the other Party's Service Area including, without limitation, any lobbying or public relations campaign pertaining to the foregoing; or through providing directly or indirectly, any financial incentive or commitment relative to its provision of service to the other Party's Service Area. Nothing in this provision is intended to prohibit either Party from objecting to the terms and conditions of the other Party's franchise which could unreasonably damage or harm the objecting Party's operations. Each Party agrees to provide the other with reasonable notice of any public meeting, hearing or proceeding relative to the enactment, extension, modification, or revocation of its franchise with the City.

- 5.2 Certificates of Public Convenience and Necessity. Dakota Valley will not object to the issuance of a blanket Certificate or individual Certificates of Public Convenience and Necessity to Otter Tail by the North Dakota Public Service Commission for the extension of facilities and electric service within Otter Tail's Service Area or to any customers Otter Tail is otherwise authorized to serve pursuant to this Agreement.

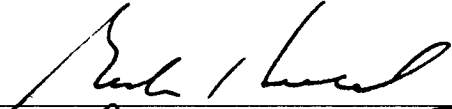
## **ARTICLE 6. MISCELLANEOUS**

- 6.1 No Agency. This Agreement is made between the Parties entirely independent from each other. Neither Party shall be a legal representative of the other for any purpose whatsoever. Neither Party has the right or authority to assume or create any obligations of any kind on behalf of the other.
- 6.2 Complete Agreement. The Parties acknowledge that no representations or statements have been made which would modify or tend to modify any of the provisions of this Agreement. All the understandings between the Parties are contained in this Agreement. This Agreement supersedes and terminates all previous agreements entered into between the Parties with respect to the provision of electric service. Any amendments to this Agreement shall be made in writing and signed by duly authorized representatives of both Parties.
- 6.3 No Third Party Beneficiary. This Agreement may be enforced solely by the named Parties, their respective successors and assigns. No municipality, customer, member, or other individual or entity not a named Party or successor to a party to this Agreement is intended to be a beneficiary of any of the terms, covenants, and conditions of this Agreement. This Agreement may be enforced solely by the Parties and their respective successors and assigns.
- 6.4 Assignment of the Agreement. Either Party may assign this Agreement in connection with a merger, sale of substantially all of the assets, consolidation, or other reorganization where the surviving entity acquires the right to provide electric service in the Service Area of the Party.
- 6.5 Partial Invalidity. Each provision of this Agreement will be interpreted so as to be effective and valid under applicable law, but if any provision is held invalid, illegal or unenforceable under applicable law in any jurisdiction, then such invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been included herein.

- 6.6 Waiver. The failure of either Party at any time to require strict performance of any condition of this Agreement shall not affect the right to require full performance thereof at any time thereafter, and the waiver by either Party of a breach of any such condition shall not constitute a waiver of any subsequent breach thereof, nor nullify the validity of such condition.
- 6.7 Notices. Any notices, including notice of termination permitted to be given under this Agreement shall be given in writing and delivered in person, by facsimile, or by mail, postage prepaid, in an envelope addressed to the Party to whom notice is being given. Notices shall be given to the address or facsimile number set forth in this Agreement, or such other place as may be specified by either Party from time to time.
- 6.8 Approval Required. This Agreement shall be void in its entirety if not approved by the North Dakota Public Service Commission and the City Council of Wahpeton, North Dakota; or if the Wahpeton City Council does not grant franchises consistent with the terms of this Agreement.
- 6.9 Continuing Jurisdiction. This Agreement is subject to the continuing jurisdiction of the North Dakota Public Service Commission to settle all service location disputes between the contracting electric providers arising under the Agreement.

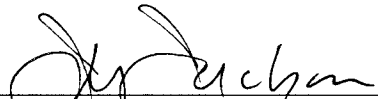
## SIGNATURES

OTTER TAIL CORPORATION, d/b/a/  
OTTER TAIL POWER COMPANY

By: 

Its: VP / Customer Service

DAKOTA VALLEY ELECTRIC COOPERATIVE, INC.

By: 

Its: Alliance Manager

The City of Wahpeton consents to this Agreement between the Parties, and agrees that each of the Parties may provide service within their respective service territories identified herein which are now or in the future located within the City of Wahpeton to the full extent authorized by their respective franchise agreements with the City of Wahpeton, as they may be established, extended or renewed.

CITY OF WAHPETON, NORTH DAKOTA

By: ARNE STURDEVA

Its: MAYOR

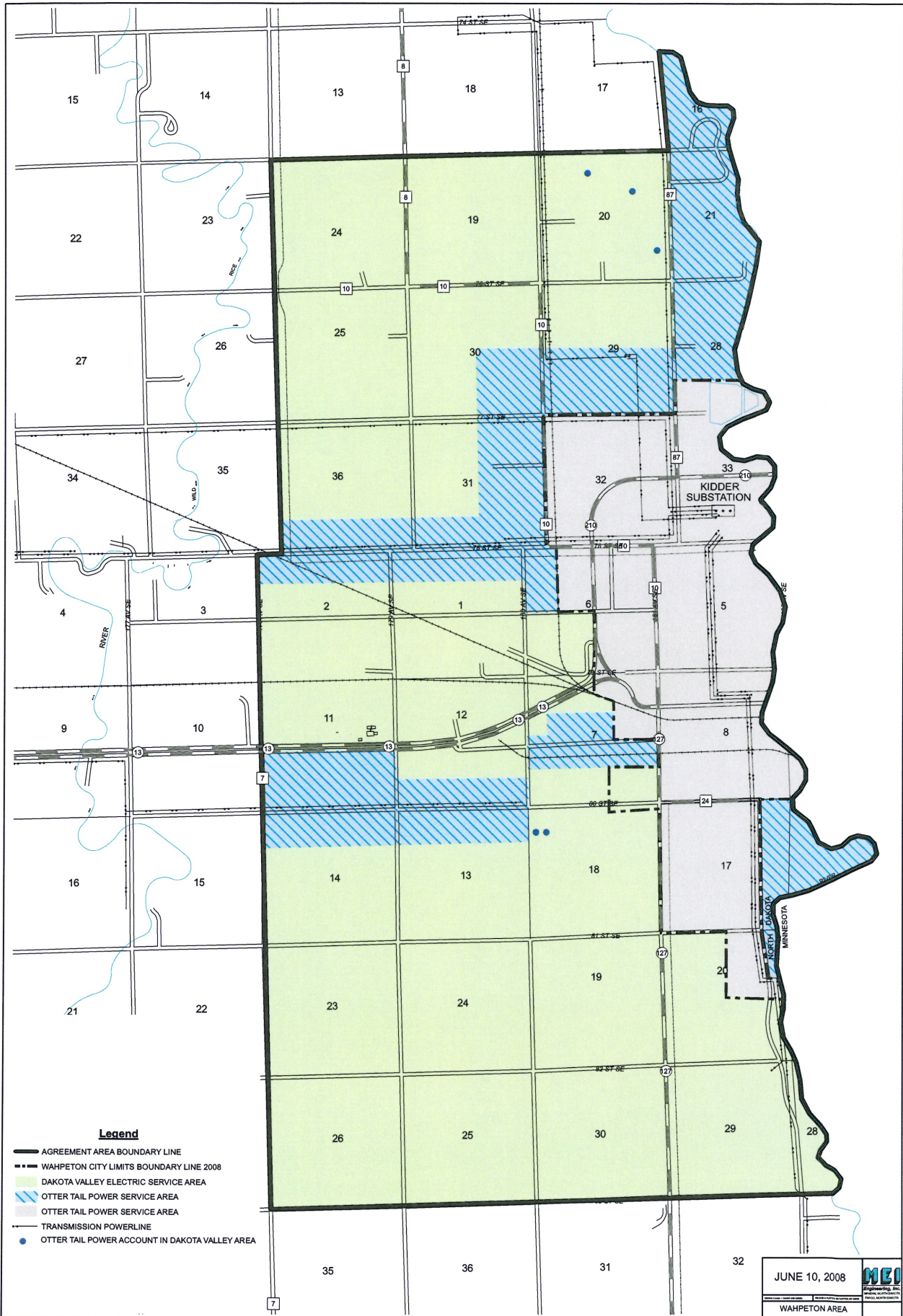
The undersigned certifies that this Agreement was approved by the North Dakota Public Service Commission at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2008.

NORTH DAKOTA PUBLIC SERVICE COMMISSION

By: \_\_\_\_\_

Its: \_\_\_\_\_

# EXHIBIT A



# *State of North Dakota*

## SECRETARY OF STATE



### CERTIFICATE OF GOOD STANDING OF

DAKOTA VALLEY ELECTRIC COOPERATIVE, INC.

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that DAKOTA VALLEY ELECTRIC COOPERATIVE, INC. , a North Dakota ELECTRIC COOPERATIVE, was incorporated in this office on January 1, 2000 and, according to the records of this office as of this date, has paid all fees due this office as required by North Dakota statutes governing a North Dakota ELECTRIC COOPERATIVE.

**ACCORDINGLY** the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing to

DAKOTA VALLEY ELECTRIC COOPERATIVE, INC.

Issued: September 23, 2008

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger  
Secretary of State

**ARTICLES OF INCORPORATION  
OF  
DAKOTA VALLEY ELECTRIC COOPERATIVE, INC.**

**ARTICLE I.  
NAME**

The name of this cooperative is Dakota Valley Electric Cooperative, Inc.

**ARTICLE II.  
PERIOD OF EXISTENCE**

The period of existence of this cooperative shall be perpetual.

**ARTICLE III.  
PURPOSE**

This cooperative is organized for the purposes of engaging in electrification by any one or more of the following methods:

1. The furnishing of electric energy.
2. The furnishing of assistance in the wiring of the premises of persons in rural areas or in the acquisition, supply, or installation of electrical or plumbing equipment therein.
3. The furnishing of electrical energy, wiring, facilities, electric or plumbing equipment or services to any other corporation, limited liability company, or cooperative organized under the Act or to the members thereof.
4. The operation and maintenance of electric cold storage and electrical processing plants.
5. The establishment and operation by itself or with any one or more electric cooperatives of an electric generation or transmission cooperative for the purpose of providing electric energy to other cooperatives, public utilities, municipalities, or any department or agency of the state, or federal government.
6. The cooperative shall seek to foster economic development.
7. For all such other and further purposes which may be lawful pursuant to the laws of the State of North Dakota.

The cooperative shall be authorized to do and perform, either for itself or its members and patrons, any and all acts and things, and to have and exercise any and all powers as may be necessary or convenient to accomplish any or all of the foregoing purposes or as may be permitted by the law under which this cooperative is formed, provided, however, that the conduct of the business of this cooperative shall be upon the cooperative plan.

**ARTICLE IV.**  
**CAPITAL STOCK**

This cooperative is organized without capital stock.

**ARTICLE V.**  
**INCORPORATORS**

The names and addresses of the incorporators who shall serve as the first board of directors and manage the affairs of the Cooperative until their successors are elected and qualified are as follows:

<u>Name</u>	<u>Address</u>
Hermann Lentz	9518 Highway 18, Lidgerwood, ND 58083-9770
Manford Olson	17075 77 R Street SE, Mooreton, ND 58061-9752
Dan Thompson	8198 151 R Ave. SE, Wyndmere, ND 58081-9529
John Hauschild	8695 176 R Ave. SE, Wahpeton, ND 58075-9589
John Hlayen	9173 126th Ave. SE, Cogswell, ND 58017-9704
Orvis Silseth	9963 138th Ave. SE, Havana, ND 58043-9790
Thomas Mund	14458 83rd St. SE, Milnor, ND 58060-9137
Randy Pearson	8527 140th Ave. SE, Milnor, ND 58060-9751
Paul Tieg	9175 167th Ave. SE, Hankinson, ND 58041-9728
Orlo Sund	6478 47th St. SE, Cleveland, ND 58424-8913
Arden Fuhr	7644 81st St. SE, Edgeley, ND 58433-9410
Ronald Kinzler	7633 68th Ave. SE, Kulm, ND 58456-9739
Darwyn Worrel	7407 County Rd 61, LaMoure, ND 58458
Art Zimmerman, Jr.	10342 County Hwy 35 SE, Marion, ND 58466-9758
Ellis Puhlman	9440 61st Ave. SE, Ashley, ND 58415-9721
Richard Schlosser	8530 64th St. SE, Edgeley, ND 58433
Sylvester Zahn	7818 103rd Ave. SE, LaMoure, ND 58458-9107
Gary Hokana	9975 96th Ave. SE, Ellendale, ND 58436-9666

**ARTICLE VI.**  
**DISSOLUTION OR LIQUIDATION**

In the event of dissolution or liquidation of this cooperative, after (a) all debts and

liabilities of the cooperative shall have been paid, and (b) all capital furnished through patronage shall have been retired as provided in the bylaws, the remaining property and assets of the cooperative shall be distributed among the members and former members in the proportion which the aggregate patronage of each bears to the total patronage of all members during the ten (10) years next preceding the date of the filing of the certificate of dissolution or, if the cooperative shall not have been in existence for such period, during the period of its existence.

#### **ARTICLE VII.** **BOARD OF DIRECTORS**

The Government of this cooperative and the management of its affairs shall be vested in a board of directors who shall be elected by and from the members at the annual meetings of the members and for such terms as the bylaws may prescribe. The board of directors shall have power to make and adopt such rules and regulations not inconsistent with these articles of incorporation or the bylaws of the cooperative, as it may deem advisable for the management, administration, and regulation of the business and affairs of the cooperative.

#### **ARTICLE VIII.** **MEMBERSHIP**

Eligibility for membership shall be as set forth in the bylaws of this cooperative. Each member shall be entitled and restricted to only one (1) vote in the affairs of this cooperative. The bylaws of the cooperative, and rules and regulations adopted by the board of directors, may fix such other terms and conditions upon which persons shall be admitted to and retain membership in the cooperative not inconsistent with these articles of incorporation or the act under which the cooperative is organized.

#### **ARTICLE IX.** **REGISTERED AGENT**

The name and address of its agent upon whom process may be served is Jay Jacobson, 14051 Highway 13, Milnor, ND 58060-0159.

#### **ARTICLE X.** **AMENDMENTS**

These articles of incorporation may be amended in the manner provided by law or by the vote of two-third (2/3) of the members at a meeting of members provided that notice of such meeting shall have contained a copy of the proposed alteration, amendment, or repeal.

**ARTICLE XI.  
EFFECTIVE DATE OF COOPERATIVE**

The effective date of the Cooperative shall be January 1, 2000.

IN WITNESS WHEREOF, we have hereunto set our hands this 20<sup>th</sup>  
day of December, 1999.

Hermann R. Lentz  
Hermann Lentz

Manford Olson  
Manford Olson

Dan Thompson  
Dan Thompson

John Hauschild  
John Hauschild

John Hayen  
John Hayen

Orvis Silseth  
Orvis Silseth

Thomas Mund  
Thomas Mund

Randy Pearson  
Randy Pearson

Paul Tieg  
Paul Tieg

STATE OF NORTH DAKOTA )  
  ) ss.  
COUNTY OF Sargent )

On this 20<sup>th</sup> day of December, 1999, before me personally appeared Hermann Lentz, Thomas Mund, Manford Olson, Randy Pearson, Dan Thompson, Paul Tieg, John Hauschild, John Hayen, and Orvis Silseth known to me to be the persons who are described in and who executed the within and foregoing instrument, and severally acknowledged that they executed the same.

(SEAL)

Craig Rysavy  
CRAIG RYSAVY Notary Public  
Notary Public, STATE OF NORTH DAKOTA  
My Commission Expires JULY 22, 2004

IN WITNESS WHEREOF, we have hereunto set our hands this 20<sup>th</sup>  
day of December, 1999.

Ardcn Fuher  
Ardcn Fuher

Ronald Kinzler  
Ronald Kinzler

Darwyn Worrel  
Darwyn Worrel

Art Zimmerman, Jr.  
Art Zimmerman, Jr.

Ellis Puhlman  
Ellis Puhlman

Richard Schlosser  
Richard Schlosser

Sylvester Zahn  
Sylvester Zahn

Gary Hokana  
Gary Hokana

Orlo Sund  
Orlo Sund

STATE OF NORTH DAKOTA )  
COUNTY OF Sargent ) ss.

On this 20<sup>th</sup> day of December, 1999, before me personally appeared Orlo Sund, Ardcn Fuher, Ronald Kinzler, Darwyn Worrel, Art Zimmerman, Jr., Ellis Puhlman, Richard Schlosser, Sylvester Zahn known to me to be the persons who are described in and who executed the within and foregoing instrument, and severally acknowledged that they executed the same.

Craig Rysavy  
Notary Public

(SEAL)

CRAIG RYSAVY  
Notary Public, STATE OF NORTH DAKOTA  
My Commission Expires JULY 22, 2004