

RESOLUTION NO. 2009-006

A RESOLUTION of the Commission of Public Utility District No. 1 of Jefferson County authorizing the execution and approval of a Fifth Repayment Agreement relating to a line of credit for Northwest Open Access Network.

WHEREAS, Public Utility District No. 1 of Jefferson County (the "District"), along with other Washington municipal corporations (collectively, the "Members"), is a member of Northwest Open Access Network, a Washington nonprofit mutual corporation ("NoaNet"); and

WHEREAS, NoaNet intends to establish a line of credit in the principal amount of not to exceed \$1,500,000 (the "Line of Credit") and to draw on such Line of Credit in order to finance improvements to and expansion of NoaNet facilities as authorized by resolution of the NoaNet Board; and

WHEREAS, as a condition to extending the Line of Credit to NoaNet, the lender has required that the Members of NoaNet be obligated for repayment of amounts due on the Line of Credit; and

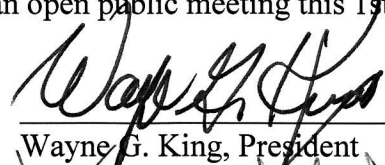
WHEREAS, it is in the best interest of the District and its customer-owners for the District to enter into an agreement with NoaNet setting forth the terms under which, in the event NoaNet's revenue is insufficient to repay the Line of Credit, the District will repay NoaNet for draws on the Line of Credit based on the District's percentage interest; and

WHEREAS, such agreement with NoaNet shall not be effective, and the note evidencing the Line of Credit shall not be issued, unless all Members have adopted resolutions approving such agreement;

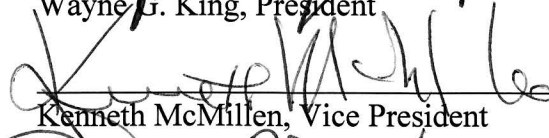
NOW, THEREFORE, BE IT RESOLVED as follows:

1. The General Manager of the District is hereby authorized to execute on behalf of the District the Fifth Repayment Agreement in substantially the form attached to this Resolution (the "Repayment Agreement") and such Repayment Agreement is hereby approved.
2. The General Manager of the District or his or her designee is hereby authorized to take any and all actions necessary or appropriate to assist NoaNet in obtaining the Line of Credit.

ADOPTED BY THE COMMISSION OF PUBLIC UTILITY DISTRICT NO. 1 OF
JEFFERSON COUNTY, WASHINGTON, at an open public meeting this 1st day of April, 2009.

 *Wayne G. King* *April-1-2009*

Wayne G. King, President



Kenneth McMillen, Vice President



Dana Roberts, Secretary

CERTIFICATE OF THE SECRETARY OF
THE COMMISSION

I am the duly elected Secretary of the Commission of Public Utility District No. 1 of Jefferson County, Washington (the "District") and I hereby certify the following:

James G. Parker is the duly appointed and acting General Manager of the District and has executed the Fifth Repayment Agreement among Northwest Open Access Network ("NoaNet"), the District and the other members of NoaNet (the "Repayment Agreement").

Attached to this certificate is a true copy of Resolution No. _____ (the "Resolution") authorizing the Repayment Agreement. The Resolution is in full force and effect and has not been amended, revised or repealed.

The Resolution was adopted on 1 April, 2009, which is a regularly scheduled meeting of the Commission of the District that was open to the public and at which a quorum of the Commission was present throughout. A legally sufficient number of members of the Commission voted on the adoption of the Resolution. A copy of the minutes showing the adoption of the Resolution is attached to this certificate.

Dated this 1st Day of April, 2009.



Secretary of the Commission of
Public Utility District No. 1 of
Jefferson County, Washington

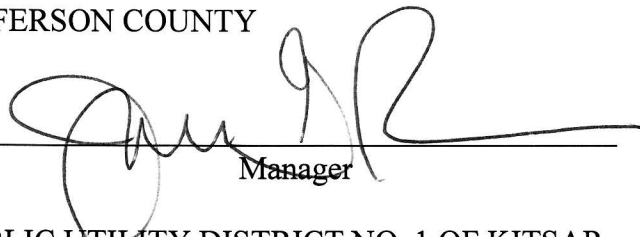
PUBLIC UTILITY DISTRICT NO. 1 OF
FRANKLIN COUNTY

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 2 OF GRANT
COUNTY

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF
JEFFERSON COUNTY

By  _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF KITSAP
COUNTY

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 3 OF MASON
COUNTY

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF
OKANOGAN COUNTY

By _____
Manager

FIFTH REPAYMENT AGREEMENT

This Fifth Repayment Agreement (the "Agreement"), effective _____, 2009, is by and among Northwest Open Access Network ("NoaNet") and Public Utility District Nos. 1 of Benton, Chelan, Clallam, Douglas, Franklin, Jefferson, Kitsap, Okanogan and Pend Oreille Counties, Public Utility District Nos. 2 of Grant and Pacific Counties, Public Utility District No. 3 of Mason County, and Energy Northwest (collectively, the "Members"). The Members that are public utility districts are established and operated pursuant to RCW Chapter 54; Energy Northwest is a joint operating agency established and operated pursuant to RCW 43.52; and NoaNet is a nonprofit mutual corporation established and operated pursuant to RCW Chapters 24.06 and 39.34.

WHEREAS, NoaNet was formed pursuant to an Interlocal Cooperation Agreement/Northwest Open Access Network (the "NoaNet Interlocal Cooperation Agreement"):

- (1) to assist in the efficient management of load, conservation, and acquisition of electrical energy, and other utility purposes, by participating in the development and efficient use of a communications network licensed or leased from or shared with the Bonneville Power Administration and/or any other source, or otherwise owned, acquired or used by the corporation for use by the Members and others as provided by law;
- (2) to assist the Members, including those in rural areas, in adapting high speed information technology systems to their needs;
- (3) to allow the sharing of resources to provide cost-effective high technology communications facilities and other services for use by the Members on an at-cost basis to those who make their networks available to all providers and users, and by others as provided by law;
- (4) through the use of such network, to improve the Members' ability to maximize the productivity of their assets and continue to provide efficient and economical service to customers; and
- (5) to do any and all lawful activities that may be necessary, useful or desirable for the furtherance, accomplishment, fostering or attainment of the foregoing purposes, either directly or indirectly and either alone or in conjunction or cooperation with others; and

WHEREAS, the Board of Directors of NoaNet (the "Board") adopted Resolution No. _____ on _____, 2009 authorizing NoaNet to establish a nonrevolving line of credit in the principal amount of not to exceed \$1,500,000 (the "Line of Credit") with Bank of America, N.A. (the "Bank") and to draw on such Line of Credit to pay capital expenditures for improvements to and expansion of NoaNet facilities; and

WHEREAS, as a condition to extending the Line of Credit to NoaNet, the Bank required that the Members be obligated for repayment of amounts due on the Line of Credit; and

WHEREAS, on July 11, 2001, the Board adopted Resolution No. 24 authorizing NoaNet to issue its Telecommunications Network Revenue Bonds, 2001 (Taxable) (the "Bonds") in the principal amount of \$27,000,000; and

WHEREAS, on June 16, 2006, the Board adopted Resolution No. 0072 authorizing NoaNet to establish a line of credit in the amount of not to exceed \$5,000,000 and to issue a Northwest Open Access Network Note, 2006 (Taxable) (the "2006 Note") to evidence such line of credit, and

WHEREAS, on August 13, 2008, the Board adopted Resolution No. 0085 authorizing NoaNet to establish a line of credit in the amount of not to exceed \$1,500,000 and to issue a Northwest Open Access Network Note, 2008 (Taxable) (the "2008 Note") to evidence such line of credit, and

WHEREAS, the Board of each Member is expected to duly adopt a resolution approving this Agreement and the repayment by each Member of the Line of Credit as provided in this Agreement (each a "Member Resolution"); and

WHEREAS, the Members and NoaNet wish to set forth the terms under which the Members shall repay NoaNet for the principal of and interest on the Line of Credit when due;

NOW, THEREFORE, NoaNet and the Members agree as follows:

Section 1. Term. This Agreement shall take effect upon its execution by NoaNet and the Members and shall expire when the Bank has no further obligations to fund draws under the Line of Credit and the Line of Credit has been repaid in full.

Section 2. Guarantee and Payment by Members.

(a) Each Member hereby acknowledges and agrees that it is a guarantor of the Line of Credit and is liable to repay NoaNet for amounts due and owing with respect to outstanding principal of and interest on the Line of Credit up to the maximum percentage interest listed on Schedule A ("Percentage Interest").

(b) Interest on outstanding principal amounts drawn on the Line of Credit is payable to the Bank quarterly on each March 1, June 1, September 1 and December 1, commencing on September 1, 2009. Principal drawn on the line of credit is payable on March 1, 2010 and quarterly thereafter. To the extent that NoaNet funds are insufficient, after paying or providing for operation and maintenance expenses of NoaNet and the Bonds, the 2006 Note, and the 2008 Note, or the NoaNet Board determines that it is not in the best interest of NoaNet to draw on the Line of Credit to pay interest, NoaNet shall bill each Member no less than 30 days in advance of each interest payment date, for each Member's Percentage Interest of such interest amounts due and owing to the Bank. Each Member shall remit payments to the Bank for the account of NoaNet no later than five business days prior to each interest payment date. Interest shall accrue from the date NoaNet draws money on the Line of Credit at a variable rate per annum equal to the BBA LIBOR Daily Floating Rate (with a floor of 0.75%) plus 2.00% or LIBOR (with a floor of 0.75%) plus 2.00%, or such prime rate option as approved by the Bank in the Bank's sole

discretion, and shall be computed on the principal amount outstanding on the basis of a 360-day year and actual days elapsed.

All outstanding principal amounts drawn on the Line of Credit shall be due in quarterly payments beginning March 1, 2010 and at maturity (June 1, 2014) or early redemption. To the extent that NoaNet funds are insufficient, after paying or providing for operation and maintenance expenses of NoaNet and the Bonds, the 2006 Note, and the 2008 Note, NoaNet shall bill each Member, no less than 30 days in advance of each principal payment date, for each Member's Percentage Interest of such principal amount due and owing to the Bank. Each Member shall remit payments to the Bank for the account of NoaNet no later than five business days prior to each principal payment date.

A Member may prepay interest and/or principal it owes under this Agreement in whole or in part to the next payment date at any time without penalty.

(c) All Members except Energy Northwest, Public Utility District No. 1 of Kitsap County ("Kitsap PUD") and Public Utility District No. 1 of Jefferson County ("Jefferson PUD") shall be required to make payments to NoaNet under this Agreement only from the revenues derived from the ownership and operation of their electric utility properties. Energy Northwest shall be required to make payments to NoaNet under this Agreement only from the revenues in its Energy Northwest Business Development Fund. Kitsap PUD shall be required to make payments to NoaNet under this Agreement from all revenues of the District. Jefferson PUD shall be required to make payments to NoaNet under this Agreement only from the revenues of its water and sewer utilities. The payments to be made by each Member to NoaNet under this Agreement shall be payable after payments of operating and maintenance expenses, principal of and interest on any existing and future obligations of the Members' systems from which payments are pledged, and required reserves for such obligations and as otherwise required to conform to bond and note covenants of the Member. Each Member agrees that it will establish, maintain and collect rates and charges for power and energy and other services, facilities and commodities sold, furnished or supplied by it through its electric utility properties (or any revenues of the District in the case of Kitsap PUD, or water and/or sewer utility properties in the case of Jefferson PUD or the services, facilities and commodities that finance its Business Development Fund in the case of Energy Northwest), which shall be adequate to provide revenues sufficient to enable the Member to make its required payments under this Agreement. Subject to the limitations of this paragraph, each Member's obligation hereunder is unconditional and absolute, and is not subject to offset.

(d) Each Member shall remain obligated pursuant to this Agreement to pay its respective share of principal of and interest on the Line of Credit, when due, regardless of whether the Member remains a member of NoaNet.

Section 3. Assignment; Third Party Beneficiary. The parties shall not assign their interests or obligations under this Agreement without the prior written consent of the other parties. This Agreement shall inure to the benefit of and shall bind the respective assigns. The Bank shall be a third-party beneficiary of this Agreement. There are no other third party beneficiaries of this Agreement.

Section 4. Severability. If a provision of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

Section 5. Governing Law. This Agreement shall be governed and interpreted under the laws of the State of Washington.

Section 6. Counterparts. This Agreement may be executed in counterparts, and each shall be considered an original when the signature of each party has been obtained.

Section 7. Waiver. No provision of this Agreement may be waived except as documented or confirmed in writing. Any waiver at any time by a party of its right with respect to a default under this Agreement, or with respect to any other matter arising in connection therewith, shall not be deemed a waiver with respect to any subsequent default or matter.

Section 8. Communications. Communications between the parties, including bills sent pursuant to Section 2(b), shall be delivered in person, mailed or faxed to the addresses and to the attention of the person(s) specified on Schedule B of this Agreement. A party may change such address or specified person(s) by submitting to the other parties a revised Schedule B.

Section 9. Representations.

(a) Each Member (with the exception of Energy Northwest) hereby represents and warrants that it is a public utility district duly organized, existing and operating under the provisions of Chapter 54 RCW with full power and authority to enter into and perform its obligations under the NoaNet Interlocal Cooperation Agreement and this Agreement. Energy Northwest represents and warrants that it is a joint operating agency duly organized, existing and operating under the provisions of Chapter 43.52 RCW with full power and authority to enter into and perform its obligations under the NoaNet Interlocal Cooperation Agreement and this Agreement.

(b) Each Member hereby represents and warrants that there is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency, public board or administrative body pending or threatened against such Member that challenges, contests or questions the adoption or validity of the applicable Member Resolution, that seeks to prohibit, restrain or enjoin such Member from complying with the NoaNet Interlocal Cooperation Agreement or this Agreement, that affects or questions the validity or enforceability of the NoaNet Interlocal Cooperation Agreement or this Agreement, or that challenges or affects the corporate existence of such Member or the titles of its officers.

(c) Each Member hereby represents and warrants that the execution, delivery and performance by such Member of its obligations under this Agreement does not conflict with or constitute a breach of or a default under any constitutional, statutory or administrative provision of the State of Washington applicable to such Member or any judgment, decree, bond, note, resolution, indenture, contract or agreement or any other instrument to which such Member is subject or bound.

Section 10. Amendments. No amendment of any provision of this Agreement shall be valid unless set forth in a written amendment signed by all parties.

Section 11. Effectiveness of Agreement. This Agreement shall not be effective unless all Members have adopted resolutions approving the Agreement.

NORTHWEST OPEN ACCESS NETWORK

By _____
Chief Executive Officer

MEMBERS:

PUBLIC UTILITY DISTRICT NO. 1 OF
BENTON COUNTY

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY

By _____
Manager/Chief Executive Officer

PUBLIC UTILITY DISTRICT NO. 1 OF
CLALLAM COUNTY

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF
DOUGLAS COUNTY

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC
COUNTY

By _____
Manager

PUBLIC UTILITY DISTRICT NO. 1 OF PEND
OREILLE COUNTY

By _____
Manager

ENERGY NORTHWEST

By _____
Chief Executive Officer

**SCHEDULE A
(SIXTH AMENDED)**

Member	Percentage Interest
Benton PUD No. 1	14.17%
Chelan PUD No. 1	11.71
Clallam PUD No. 1	7.23
Douglas PUD No. 1	5.74
Energy Northwest	5.50
Franklin PUD No. 1	3.00
Grant PUD No. 2	14.17
Jefferson PUD No. 1	0.14
Kitsap PUD No. 1	12.97
Mason PUD No. 3	10.33
Okanogan PUD No. 1	5.50
Pacific PUD No. 2	5.60
Pend Oreille PUD No. 1	3.94
Total	100.00%

SCHEDULE B

Addresses of NoaNet and Members

NoaNet: NoaNet
5802 Overlook Avenue NE
Tacoma, WA 98422
Phone (206) 219-3640
Fax (425) 671-0093
Attention: Greg Marney, Chief Executive Officer
Dave Spencer, Treasurer

Members:

Energy Northwest
3000 George Washington Way
Mail Drop 1035
Richland, WA 99352-0968
Phone (509) 377-8625
Fax (509) 377-8124
Attention: J. W. Baker, Manager, Energy Services

Public Utility District No. 1 of Benton County
2721 W. Tenth Avenue
P.O. Box 6270
Kennewick, WA 99336
Phone (509) 582-2175
Fax (509) 586-1710
Attention: James W. Sanders, General Manager
Daniel G. Bickford, Treasurer

Public Utility District No. 1 of Chelan County
327 N. Wenatchee Avenue
P.O. Box 1231
Wenatchee, WA 98807-1231
Phone (509) 663-8121
Fax (509) 664-2870
Attention: Richard Riazzi, General Manager
John Janney, Executive Manager – Finance, Chief Financial
Officer and Chief Risk Officer

Public Utility District No. 1 of Clallam County
2431 East Highway 101
P.O. Box 1090
Port Angeles, WA 98362-0207
Phone (360) 452-9771
Fax (360) 452-9338
Attention: Doug Nass, General Manager
Josh Bunch, Treasurer

Public Utility District No. 1 of Douglas County
1151 Valley Mall Parkway
East Wenatchee, WA 98802
Phone (509) 884-7191
Fax (509) 884-0553
Attention: William C. Dobbins, Manager
Wyatt W. Scheibner, Treasurer

Public Utility District No. 1 of Franklin County
1411 W. Clark
P.O. Box 2407
Pasco, WA 99302
Phone (509) 547-5591
Fax (509) 547-4116
Attention: Ed Brost, General Manager
Tim Nies, Director of Administrative Services

Public Utility District No. 2 of Grant County
30 C Street SW
P.O. Box 878
Ephrata, WA 98823
Phone (509) 754-0500
Fax (509) 754-5695
Attention: Tim Culbertson, General Manager
Jim Bunch, Treasurer/Controller

Public Utility District No. 1 of Jefferson County
230 Chimacum Rd.
P.O. Box 929
Port Hadlock, WA 98339
Phone (360) 385-5800
Fax (360) 385-5945
Attention: James Parker, Manager

Public Utility District No. 1 of Kitsap County
1431 Finn Hill Rd.
P.O. Box 1989
Poulsbo, WA 98370
Phone (360) 779-7656
Fax (360) 779-3284
Attention: David Siburg, Manager

Public Utility District No. 3 of Mason County
307 Cota Street
P.O. Box 2148
Shelton, WA 98584
Phone (360) 426-8255
Fax (360) 426-8547
Attention: Wyla Wood, Manager
Annette Creekpaum, Finance Manager/Auditor

Public Utility District No. 1 of Okanogan County
1331 2nd Avenue North
P.O. Box 912
Okanogan, WA 98840
Phone (509) 422-3310
Fax (509) 422-4020
Attention: John Grubich, General Manager
Don Coppock, Director of Finance/Auditor

Public Utility District No. 2 of Pacific County
405 Duryea Street
P.O. Box 472
Raymond, WA 98577
Phone (360) 942-2411
Fax (360) 875-9388
Attention: Douglas L. Miller, General Manager
Jeanne Ledford, Treasurer

Public Utility District No. 1 of Pend Oreille County
130 N. Washington
P.O. Box 190
Newport, WA 99156
Phone (509) 447-3137
Fax (509) 447-5824
Attention: Robert D. Geddes, General Manager
John Jordan, Director, Finance and Administrative Services



Bank of America, N.A.
Government Banking
OR1-129-17-15
121 SW Morrison Street
Suite 1700
Portland, OR 97204-3117

Douglas Bowlsby
Senior Vice President
Tel 503.795.6459
Fax 503.795.6389
Douglas.b.bowlsby@
Bankofamerica.com

February 25, 2009

Greg Marney, CEO
Northwest Open Access Network
5802 Overlook Ave NE
Tacoma, WA 98422

Dear Greg:

Attached is a proposal for Bank of America to provide a credit facility for Northwest Open Access Network. This letter is not a commitment to lend or otherwise to advance funds. Such commitment can only be given pursuant to our complete due diligence and necessary credit approval.

Please call me at 503-795-6459, or Alex Johnston at 206-358-8938, to discuss any questions or comments you may have regarding the proposal. We look forward to working with you on this transaction.

Very truly yours,

BANK OF AMERICA, N.A.

A handwritten signature in black ink, appearing to read "Doug Bowlsby", written in a cursive, flowing style.

Douglas Bowlsby
Senior Vice President

Cc: Ian Johnston, Bank of America
Merlean Locke, Bank of America

**SUMMARY OF TERMS AND CONDITIONS
NORTHWEST OPEN ACCESS NETWORK
February 25, 2009**

(For Discussion Purposes Only)

BORROWER: Northwest Open Access Network, a Washington nonprofit mutual corporation (the "Borrower").

LENDER: Bank of America, N.A. ("Bank of America").

GUARANTORS: Limited guaranty of payment by all Members of Borrower, limited to each Member's Percentage Interest in Borrower; provided that the total aggregate amount of the guaranties equals 100% of the \$1,500,000 Facility amount. "Member" and "Percentage Interest" shall have the meaning set forth in Article I of Borrower's Bylaws.

CREDIT FACILITY: \$1,500,000 Non-Revolving Credit Facility (the "Credit Facility").

PURPOSE: The proceeds of the Credit Facility shall be used for capital expenditures and costs of issuance.

INTEREST RATE: The following interest rate options will be available to Borrower:

BBA LIBOR Daily Floating Rate: A rate per year equal to the BBA LIBOR Daily Floating Rate plus 2.00%. BBA LIBOR Daily Floating Rate is subject to a floor of 0.75% for purposes of this rate formula.

LIBOR Fixed Rate: A rate per year equal to the LIBOR 1-12 Month Fixed Rate plus 2.00%. LIBOR Fixed Rate is subject to a floor of 0.75% for purposes of this rate formula. LIBOR Fixed Rate advances of 1-12 months will be available.

The BBA LIBOR Daily Floating Rate is a fluctuating rate of interest equal to the rate per annum equal to the British Bankers Association LIBOR Rate ("BBA LIBOR"), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as selected by the Bank from time to time) as determined for each banking day at approximately 11:00 a.m. London time two (2) London Banking Days prior to the date in question, for U.S. Dollar deposits (for delivery on the first day of such interest period) with a one month term, as adjusted from time to time in the Bank's sole discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. If such rate is not available at such time for any reason, then the rate for that interest period will be determined by such alternate method as reasonably selected by the Bank. A "London Banking Day" is a day on which banks in London are open for business and dealing in offshore dollars. "BBA LIBOR Daily Floating Rate" is adjusted every date of such change in the 1-month BBA LIBOR.

"LIBOR" means, for any applicable interest period, the rate per annum equal to the British Bankers Association LIBOR Rate ("BBA LIBOR"), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as selected by the Bank from time to time) at approximately 11:00 a.m. London time two (2) London Banking Days before the commencement of the interest period, for U.S. Dollar deposits (for delivery on the first day of such

INTEREST RATE:	<p>interest period) with a term equivalent to such interest period. If such rate is not available at such time for any reason, then the rate for that interest period will be determined by such alternate method as reasonably selected by the Bank. A "London Banking Day" is a day on which banks in London are open for business and dealing in offshore dollars.</p> <p>All calculations of interest and fees shall be made on the basis of actual number of days elapsed in a 360-day year. Minimum LIBOR Fixed Rate advance is \$100,000.</p>
ORIGINATION FEE:	\$5,000 payable at closing.
REPAYMENT/MATURITY:	<p>Borrower may request draws under the Credit Facility until December 31, 2009, at which time the draw period will expire.</p> <p>Accrued interest will be paid quarterly on the first day of each March, June, September and December, commencing September 1, 2009.</p> <p>Commencing on March 1, 2010, principal will be paid in seventeen (17) consecutive quarterly installments of \$83,333.33, together with interest as set forth above, with a final installment of all unpaid principal and accrued interest payable on June 1, 2014.</p> <p>All payments of principal and interest shall be made via automated debit of Borrower's checking account with Bank of America.</p>
SECURITY - COLLATERAL:	<p>Bank of America shall receive a pledge of and a perfected security interest in the following collateral, subject only to the prior lien of the Northwest Open Access Network, telecommunications Network Revenue Bonds, 2001 (Taxable):</p> <ul style="list-style-type: none"> • Borrower's net revenues (including payments received from membership assessments). <p>No additional debt with a lien on the Security that is superior or on a parity with the Credit Facility will be permitted without the express written consent of Bank of America.</p>
PREPAYMENTS:	<p>The Borrower may prepay any variable rate loan under the Credit Facility in whole or in part at any time without penalty, except for reimbursement of Bank of America's breakage and redeployment costs in the case of prepayment of LIBOR based borrowings (does not apply to the BBA LIBOR Daily Floating Rate).</p>
REPRESENTATIONS AND WARRANTIES:	Usual and customary for transactions of this type.
COVENANTS:	Usual and customary for transactions of this type.
BORROWER LEGAL OPINION:	<p>Borrower to provide a legal opinion of nationally recognized bond counsel, in form and substance acceptable to Bank of America and its legal counsel, that (i) the resolution and all documents related to the Credit Facility have been properly adopted, authorized and executed; and (ii) the resolution and all documents related to the Credit Facility constitute legally binding obligations of the Borrower, payable from the Security and enforceable according to their terms (subject to standard exceptions).</p>

**GUARANTORS'
CERTIFICATES AND
RESOLUTIONS:**

Borrower to provide the certificate and authorizing resolution of each of the Members, in form and substance acceptable to Bank of America and its legal counsel, or such other evidence as may be acceptable to Bank of America and its legal counsel, that the Member Guaranties have been properly adopted, authorized and executed.

**REPORTING
REQUIREMENTS:**

Financial Information from Borrower. Borrower to provide financial information and statements in form and content acceptable to Bank of America indicated below:

- Within 120 days of the Borrower's fiscal year end, the Borrower's audited annual financial statements.
- Within 60 days of the period's end, the Borrower's quarterly internally prepared financial statements.
- By January 1 of each year, the Borrower's adopted budget.
- Such other additional information as Bank of America may reasonably request.

EVENTS OF DEFAULT:

Usual and customary in transactions of this type, to include without limitation: (i) nonpayment of principal, interest, fees or other amounts; (ii) violation of covenants; (iii) inaccuracy of representations and warranties; (iv) cross-default to other material agreements and indebtedness; (v) bankruptcy and other insolvency events; (vi) creditor or forfeiture proceedings; (vii) actual or asserted invalidity of any loan documentation or security interests; (viii) material events affecting guarantor; and (ix) material adverse change.

In addition to other remedies, if an Event of Default occurs then Bank of America may increase the interest rate by 3.00%.

GOVERNING LAW:

State of Washington.

EXPENSES:

Borrower will pay all reasonable costs and expenses associated with the preparation, due diligence, administration and enforcement of all documentation executed in connection with the Credit Facility, including Bank of America's attorneys' fees. Bank of America's attorneys' fees for initial review and approval of documentation prepared by Borrower's bond counsel are subject to a cap of \$1,200.

**EXPIRATION OF TERMS
AND CONDITIONS:**

Unless rescinded earlier, consideration of a financing based on the terms and conditions presented in this term sheet shall automatically expire 30 days from the date hereof unless Bank of America is selected by Borrower as the Lender for this transaction. The Bank reserves the right to terminate, reduce or otherwise amend its commitment if the subject transaction is not closed by June 1, 2009. All fees and expenses, including those of Bank legal counsel, are subject to increase if the transaction is not closed by June 1, 2009. In addition, the fees and expenses payable to Bank Counsel may be increased if the security and/or structure of the transaction changes materially once documentation has commenced.

**FOR DISCUSSION
PURPOSES
ONLY:**

This Summary of Terms and Conditions does not constitute a commitment to lend by Bank of America or any of its affiliates and is presented for discussion purposes only. The actual terms and conditions upon which Bank of America may extend credit to Borrower is subject to satisfactory completion of due diligence, necessary credit approval and such other terms and conditions as determined by Bank of America, in its sole discretion.

This Summary of Terms and Conditions contains confidential and proprietary loan structuring and pricing information. Except for disclosure on a confidential basis to your accountants, attorneys and other professional advisors retained by you in connection with the credit facilities contained in this Summary of Terms and Conditions or as may be required by law, the contents of the Summary of Terms and Conditions may not be disclosed in whole or in part to any other person or entity without our prior written consent, provided that nothing herein shall restrict disclosure of information relating to the tax structure or tax treatment of the proposed credit facilities.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

RESOLUTION NO. 0093

A RESOLUTION OF THE NORTHWEST OPEN ACCESS NETWORK PROVIDING FOR THE ISSUANCE AND SALE OF A NOTE IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,500,000; PROVIDING THE FORM AND TERMS OF THE NOTE; CREATING A SPECIAL FUND FOR ITS PAYMENT; AND PROVIDING FOR THE SALE OF THE NOTE.

RECITALS:

- 1) Northwest Open Access Network ("NoaNet") is a Washington nonprofit mutual corporation, established and operated pursuant to RCW 24.06, whose members are Public Utility District Nos. 1 of Benton, Chelan, Clallam, Douglas, Franklin, Jefferson, Kitsap, Okanogan and Pend Oreille Counties; Public Utility District Nos. 2 of Grant and Pacific Counties; Public Utility District No. 3 of Mason County; and Energy Northwest (the "Members"); and
- 2) The Members formed NoaNet pursuant to an Interlocal Cooperation Agreement; and
- 3) RCW 24.06.030(8) authorizes nonprofit mutual corporations to incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds and other obligations, and secure any of its obligations by a pledge of all or any of its income; and
- 4) It is hereby found to be in the best interest of NoaNet and its Members that it establish a line of credit in the total principal amount of not to exceed \$1,500,000 in order to finance capital expenditures and that a note be issued to evidence the line of credit;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Northwest Open Access Network as follows:

Section 1. Definitions. As used in this resolution, the following terms shall have the following meanings:

"Authorized Officers" means the Chief Executive Officer and Treasurer.

"BBA LIBOR Daily Floating Rate" is a fluctuating rate of interest equal to the rate per annum equal to the British Bankers Association LIBOR Rate ("BBA LIBOR"), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as selected by the Bank from time to time), as determined for each banking day at approximately 11:00 a.m. London time two London Banking Days prior to the date in question, for U.S. Dollar deposits (for delivery on the first day of such interest period) with a one month term, as adjusted from time to time in the Bank's sole discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. If such rate is not available at such time for any reason, then the

rate for that interest period will be determined by such alternate method as reasonably selected by the Bank.

"BBA LIBOR Daily Floating Rate Option" means a rate per year equal to the BBA LIBOR Daily Floating Rate plus 2.00%. The BBA LIBOR Daily Floating Rate Option is subject to a floor of 2.75% for purposes of this rate formula.

"Bank" means Bank of America, N.A.

"Board of Directors" or "Board" means the Board of Directors of NoaNet, as described in its Bylaws and Articles of Incorporation.

"Costs of Maintenance and Operation" means all of those expenses incurred in the administration, operation and maintenance of the Telecommunications Network, but not including depreciation, amortization and similar charges.

"Gross Revenue" means all income and revenues received by NoaNet from the ownership or operation of the Telecommunications Network, including but not limited to payments received from membership assessments, and all other commodities, services and facilities sold, furnished or supplied by NoaNet through the ownership or operation of the Telecommunications Network, together with the investment income earned on money held in any fund or account of NoaNet, including any bond redemption funds and the accounts therein, in connection with the ownership and operation of the Telecommunications Network (but exclusive of income derived from investments irrevocably pledged to the payment of any specific revenue bonds of NoaNet, such as bonds refunded or defeased, investment income earned on money in any arbitrage rebate account, and grants for capital purposes). Gross Revenue shall not include revenue from the High Capacity Network System or any other separate system of NoaNet.

"LIBOR" means, for any applicable interest period, the rate per annum, equal to the British Bankers Association LIBOR Rate "BBA LIBOR"), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as selected by the Bank from time to time) at approximately 11:00 a.m. London time two London Banking Days before the commencement of the interest period, for U.S. Dollar deposits (for delivery on the first day of such interest period) with a term equivalent to such interest period. If such rate is not available at such time for any reason, then the rate for that interest period will be determined by such alternative method as reasonably selected by the Bank.

"LIBOR Fixed Rate Option" means a rate per year equal to LIBOR plus 2.00%. The LIBOR Fixed Rate Option is subject to a floor of 2.75% for purposes of this rate formula. Advances of 1-12 months will be available under the LIBOR Fixed Rate Option.

"LIBOR Interest Rate Period" means a period of one month to 12 months commencing on a London Banking Day. The date of the last day of the LIBOR Interest Rate Period and the actual number of days during the interest period will be determined by the Bank using the practices of the London inter-bank market.

"London Banking Day" is a day on which banks in London are open for business and dealing in offshore dollars.

"Member" means a member of NoaNet.

"Net Revenue" means Gross Revenue minus Costs of Maintenance and Operation.

"NoaNet" means Northwest Open Access Network, a Washington nonprofit mutual corporation.

"Note" means the "Northwest Open Access Network Note, 2009 (Taxable)" authorized by this resolution.

"Note Fund" means the "Note Fund, 2009" created by this resolution.

"Note Register" means the registration records for the Note maintained by the Note Registrar.

"Note Registrar" means the Treasurer, whose duties include registering and authenticating the Note, maintaining the Note Register, transferring ownership of the Note, and paying the principal of and interest on the Note.

"Prime Rate" means the rate of interest publicly announced from time to time by the Bank as its Prime Rate. The Prime Rate is set by the Bank based on various factors, including the Bank's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans. The Bank may price loans to its customers at, above, or below the Prime Rate. Any change in the Prime Rate shall take effect at the opening of business on the day specified in the public announcement of a change in the Bank's Prime Rate.

"Prime Rate Option" means a floating rate per year equal to (a) the sum of the Prime Rate plus an interest rate spread to be determined by the Bank in its sole discretion, multiplied by (b) a percentage to be determined by the Bank in its sole discretion.

"Repayment Agreement" means the Fifth Repayment Agreement among NoaNet and the Members providing for repayment of the Note.

"Request for Draw" means an oral or written request by an Authorized Officer for a draw from the line of credit authorized to be established by this resolution.

Section 2. Authorization of Note. In order to finance capital expenditures related to upgrading and expanding facilities, NoaNet shall establish a non-revolving line of credit and issue and sell a note to evidence such line. The Note shall be designated "Northwest Open Access Network Note, 2009 (Taxable)" and issued in the denomination of not to exceed \$1,500,000 (the "Note").

The outstanding principal balance on the Note shall be payable in equal quarterly installments of \$83,333.33 each, commencing March 1, 2010. The Note shall be dated the date of delivery to the Bank. The Note shall bear interest on the outstanding principal balance at a

rate per annum that is either the BBA LIBOR Daily Floating Rate Option or the LIBOR Fixed Rate Option, each as described below. Interest on the outstanding principal balance of the Note shall be payable quarterly, on each March 1, June 1, September 1 and December 1, commencing September 1, 2009, calculated on the basis of a 360-day year and the actual number of days elapsed. The Note matures on, and all outstanding principal and interest on the Note must be paid by, June 1, 2014.

Any Request for a Draw shall be in the form of Exhibit A attached, and shall specify whether such draw shall bear interest at the BBA LIBOR Daily Floating Rate plus 2.00% (the "BBA LIBOR Daily Floating Rate Option"), or at a rate equal to LIBOR plus 2.00% (the "LIBOR Fixed Rate Option"). The minimum principal amount of any draw subject to the LIBOR Fixed Rate Option is \$100,000. NoaNet may elect to convert principal amounts subject to the BBA LIBOR Daily Floating Rate Option to the LIBOR Fixed Rate Option, on any London Banking Day, subject to a minimum principal amount of \$100,000 to be converted, and may elect to convert principal amounts subject to the LIBOR Fixed Rate Option to the BBA LIBOR Daily Floating Rate Option, upon the expiration of the applicable LIBOR Interest Rate Period (each a "Conversion"). The aggregate dollar amount of all Requests for Draws may not exceed \$1,500,000.

If approved by the Bank in its sole discretion, NoaNet may also have the ability to choose whether such a Request for Draw shall bear interest based on the Prime Rate Option. The Chief Executive Officer is hereby authorized to review and approve interest terms for draws that such Chief Executive Officer finds in the best interest of NoaNet.

Notwithstanding the foregoing, so long as an event of a default (as defined in Section 11) has occurred and is continuing hereunder, outstanding principal amounts will bear interest at a default rate three (3.0) percentage points in excess of the interest rate otherwise applicable under the Note.

The Note shall be issued in fully registered form. Both principal of and interest on the Note shall be payable in lawful money of the United States of America by automatic debit on the due date from NoaNet's checking account at the Bank. The Bank will give 10 days' prior notice to NoaNet of the approximate amount (depending on changes in the interest rate occurring after the date of such notice) to be debited. Principal and interest shall be an obligation only of the Note Fund. The Treasurer shall act as Note Registrar.

The outstanding principal balance of the Note on any particular day shall be the aggregate of all funds which NoaNet has drawn from the date of the Note to that day less the aggregate of all principal payments made by NoaNet on or before that day. Interest on a particular principal amount so advanced shall be determined from the date of the advance of Note proceeds pursuant to a Request for Draw by NoaNet.

A Request for Draw pursuant to the Note, and any Conversion, may be made by an Authorized Officer in writing at any time prior to December 31, 2009, subject to Request for Draws at the LIBOR Fixed Rate Option, or Conversions, occurring on a London Banking Day. No Request for Draw may be made on or after December 31, 2009. Requests for Draw, and any Conversion, shall include requests by email or fax bearing a facsimile signature of an Authorized

Officer. NoaNet hereby delegates to the Authorized Officers authority to make a Request for Draw, and to make a Conversion, pursuant to this resolution.

The Bank shall incur no liability to NoaNet or to any other person in acting upon any notice or other communication which the Bank believes in good faith to have been given by an official or other person authorized to borrow on behalf of NoaNet, or otherwise acting in good faith in making advances pursuant to this resolution.

Section 3. Prepayment. NoaNet hereby reserves the right to prepay at any time part or all of the Note without penalty, except that if NoaNet prepays the principal of the Note bearing interest at the LIBOR Fixed Rate Option prior to the expiration of the applicable LIBOR Interest Rate Period, a prepayment fee shall apply as follows. If outstanding principal amounts are prepaid prior to the last day of the applicable LIBOR Interest Rate Period, whether by voluntary prepayment or otherwise, the prepayment shall be accompanied by the amount of accrued interest on the amount prepaid and a prepayment fee. The prepayment fee shall be in an amount sufficient to compensate the Bank for any loss, cost or expense incurred by it as a result of the prepayment, including any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain the credit facility or from fees payable to terminate the deposits from which such funds were obtained. NoaNet shall also pay any customary administrative fees charged by the Bank in connection with the foregoing. For purposes of this paragraph, the Bank shall be deemed to have funded the line of credit by a matching deposit or other borrowing in the applicable interbank market, whether or not the line of credit was in fact so funded.

Section 4. Sale of Note. The Note shall be sold to the Bank on the terms set forth herein and pursuant to the proposal letter of the Bank dated February 25, 2009 (the "Bank Proposal"). The Chief Executive Officer of NoaNet is hereby authorized to approve the Bank Proposal on the terms that such Chief Executive Officer may find in the best interest of NoaNet.

NoaNet agrees to pay to the Bank an origination fee of \$5,000, to pay the Bank's counsel fees up to \$1,200, and to reimburse the Bank for its expenses in connection with the line of credit.

Section 5. Application of Proceeds. Proceeds drawn under the Note shall be deposited into the Telecommunications Network Fund of NoaNet (the "Revenue Fund"). Money in the Revenue Fund shall be used to finance capital expenditures related to the Telecommunications Network and to pay costs of issuing the Note.

Section 6. Payment of Note and Note Redemption Fund. There is hereby created a special fund of NoaNet known as the "Note Fund, 2009" (the "Note Fund"), which fund is to be drawn upon for the sole purpose of paying the principal of and interest on the Note.

NoaNet hereby pledges to the Bank the Net Revenue to secure repayment of the Note, subject to the prior payment of principal of and interest on NoaNet's outstanding Telecommunications Network Revenue Bonds, 2001 (Taxable), the Northwest Open Access Network Note, 2006 (Taxable) and the Northwest Open Access Network Note, 2008 (Taxable). The Bank is hereby authorized to file any UCC financing statement deemed necessary by the

Bank to perfect its security interest in the Net Revenue. NoaNet hereby obligates and binds itself to set aside and pay into the Note Fund out of moneys and investments in the Revenue Fund legally available therefor, and amounts received from assessments pursuant to the Repayment Agreement, amounts sufficient to pay the principal of and interest on the outstanding Note as the same shall become due. The Note shall not constitute a general obligation of NoaNet or any Member of NoaNet nor is the full faith and credit of NoaNet or any Member of NoaNet pledged to the payment of the Note.

NoaNet hereby agrees that it shall bill its Members for their percentage interest of principal and interest on the Note to the extent that NoaNet does not have sufficient funds to pay the Note, after paying or providing for Costs of Operation and Maintenance of NoaNet.

NoaNet may issue obligations or incur indebtedness which shall have a lien and charge either prior to or on a parity with the lien and charge on Net Revenue as the Note with the prior written permission of the Bank. Nothing in this resolution shall preclude NoaNet from issuing bonds or notes to repay the Note or issuing bonds or notes with a lien on Net Revenue of NoaNet junior to that of the Note or secured by revenues of a separate system of NoaNet.

Section 7. Form of Note. The Note shall be in substantially the following form:

No. 1 \$1,500,000

UNITED STATES OF AMERICA

STATE OF WASHINGTON

NORTHWEST OPEN ACCESS NETWORK NOTE, 2009 (TAXABLE)

Registered Owner: Bank of America, N.A.

The Northwest Open Access Network ("NoaNet"), a Washington nonprofit mutual corporation, acknowledges itself to owe and for value received promises to pay to the Registered Owner not to exceed the principal amount of \$1,500,000 (as defined and set forth in Resolution No. ____ of NoaNet adopted on _____, 2009 (the "Note Resolution")), together with interest on the outstanding principal balance hereof from the date money is drawn on the Note, at the rate per annum equal to the BBA LIBOR Daily Floating Rate Option or the LIBOR Fixed Rate Option, or, if permitted by the Bank in its sole discretion, the Prime Rate Option. Interest shall accrue from the date money is drawn under this Note (computed on the principal amount outstanding on the basis of a 360-day year and the actual days elapsed) and be payable quarterly beginning September 1, 2009, and at maturity. Principal of this Note shall be paid as set forth in the Note Resolution. This Note matures as set forth in the Note Resolution.

Both principal of and interest on this Note are payable in lawful money of the United States of America by automatic debit, solely out of the special fund of NoaNet known as the "Note Fund, 2009" (the "Note Fund") created by the Note Resolution. Reference is made to the Note Resolution for definitions of defined terms used herein. NoaNet has pledged and bound itself to pay into the Note Fund amounts sufficient to pay the principal of and interest on this Note as the same shall become due solely from the sources described herein.

NoaNet has reserved the right to prepay at any time and from time to time, in part or in whole, the outstanding principal amount of this Note at par without penalty (except as set forth in the Note Resolution).

This Note is issued pursuant to the laws of the State of Washington and a duly adopted resolution of NoaNet.

NoaNet hereby obligates and binds itself to set aside and pay into the Note Fund out of moneys and investments in the Revenue Fund legally available therefor, and amounts received from payments from Members under the Repayment Agreement, money sufficient to pay the principal of and interest on this Note as the same shall become due. This Note shall not constitute a general obligation of NoaNet or any member of NoaNet, nor is the full faith and credit of NoaNet or any Member of NoaNet pledged to the payment of this Note.

NoaNet hereby covenants and agrees with the owner of this Note that it will keep and perform all the covenants of this Note and the Note Resolution to be by it kept and performed.

It is hereby certified and declared that this Note is issued pursuant to and in strict compliance with the laws of the State of Washington and the charter documents of NoaNet, and that all acts, conditions and things required to have happened, been done and performed precedent to and in the issuance hereof, have happened, been done and performed.

IN WITNESS WHEREOF, the Board of Directors of NoaNet has caused this Note to be executed in its name by the President and Secretary of its Board of Directors, and the corporate seal of NoaNet to be impressed hereon, this ____ day of _____, 2009.

/s/ manual signature
President, Board of Directors

ATTEST:

/s/ manual signature
Secretary, Board of Directors

CERTIFICATE OF AUTHENTICATION

This Note is the Northwest Open Access Network Note, 2009 (Taxable).

Date of Authentication: ____ day of _____, 2009.

Treasurer, Note Registrar

By _____
/s/ manual signature

Section 8. Execution of Note. The Note shall be signed on behalf of NoaNet by the President and Secretary of the Board, and authenticated by the Treasurer.

Section 9. Authorization of Issuance and Sale. The appropriate NoaNet officials are hereby authorized and directed to do everything necessary for the prompt issuance, execution and delivery of the Note and for the proper use and application of the proceeds from the sale thereof. The Note shall not be issued unless all Members have adopted resolutions approving the Repayment Agreement and delivered certified copies thereof to the Bank.

Section 10. Reporting Requirements; Covenants. NoaNet shall submit the following reports to the Bank: (a) audited annual financial statements within 120 days after the end of each fiscal year; (b) unaudited quarterly financial statements within 60 days after the end of each calendar quarter; (c) annual budget no later than January 1 of each year; and (d) such additional information as the Bank may reasonably request.

NoaNet covenants to procure and maintain property and casualty insurance and liability insurance in amounts and with carriers approved by the Bank.

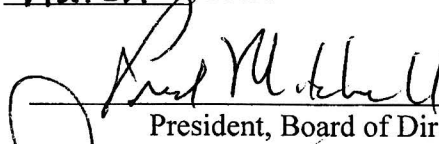
Section 11. Default. NoaNet shall be in default under the Note under the following circumstances:

- (a) if NoaNet fails to make any payment of principal, interest, fees or other amounts under the Note when due,
- (b) if NoaNet violates any covenant of this resolution,
- (c) if NoaNet has given the Bank materially false or misleading information or representations,
- (d) if a default occurs under other material agreements and indebtedness of NoaNet,
- (e) if NoaNet files a bankruptcy petition, a bankruptcy petition is filed against it, or NoaNet makes a general assignment for the benefit of creditors,
- (f) if a receiver or similar official is appointed for a substantial portion of NoaNet's business, or the business is terminated,
- (g) if the Bank fails to have an enforceable first lien (except for any prior liens provided for in this resolution) on or security interest in any property given as security for the Note, or
- (h) if a material adverse change occurs in NoaNet's or any Member's business condition (financial or otherwise), operations or properties, and such adverse change impacts NoaNet's ability to repay the Note or a Member's ability to pay its share under the Repayment Agreement,

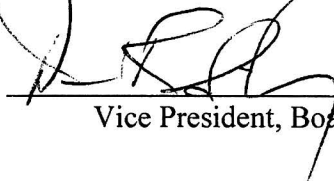
Provided, that no payment default shall be deemed to occur until Bank has given written notice to NoaNet of its failure to make such payment and 10 calendar days have passed, and no other default shall be deemed to occur until the Bank has given written notice to NoaNet of its failure to comply with a covenant and 30 calendar days have passed.

Section 12. Effective Date. This resolution shall be in full force and effective from and after its adoption and approval.

Approved and adopted by the Board of Directors of the Northwest Open Access Network at a meeting thereof this 11th day of March, 2009.



President, Board of Directors



Vice President, Board of Directors

Exhibit A

NORTHWEST OPEN ACCESS NETWORK NOTE, 2009 (TAXABLE)

REQUEST FOR DRAW NO. _____

TO: _____

On behalf of Northwest Open Access Network ("NoaNet"), I hereby certify that:

1. I am an Authorized Officer of NoaNet, authorized by Resolution No. _____ of the Board of Directors of NoaNet adopted on _____, 2009 (the "Resolution") to request this draw under NoaNet's Northwest Open Access Network Note, 2009 (Taxable) (the "Note") and to make the representations on behalf NoaNet set forth herein.
2. NoaNet requests a draw under the Note in the amount of: \$ _____.

The aggregate outstanding amount of draws requested under the Note, including this draw, do not exceed \$1,500,000. Please disburse the draw to NoaNet on [insert date], by depositing funds to NoaNet's account at the Bank.
3. This draw shall bear interest in (check one of the following):

☐ the BBA LIBOR Daily Floating Rate Option.

☐ the LIBOR Fixed Rate Option for a _____ Month LIBOR Interest Rate Period.

☐ the Prime Rate Option (available to be used only if permitted by the Bank in its sole discretion).
4. The draw will be expended for purposes authorized by the Resolution.
5. Except as previously disclosed to the Bank, there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental body pending or, to the best of the knowledge of NoaNet, threatened against NoaNet that, in the reasonable judgment of NoaNet, would have a material and adverse effect on the ability of NoaNet or the Members to pay the amounts due under the Resolution and the Note.
6. All representations of NoaNet in the Resolution were true and correct when made, and remain true and correct on this date.

7. If the draw shall bear interest under the LIBOR Fixed Rate Option, NoaNet hereby certifies (a) that the amount of the draw equals or exceeds \$100,000, and (b) that the date designated in paragraph 2 above for disbursement is at least three London Banking Days after the delivery of this request for draw.

Dated as of this ____ day of _____, _____.

NORTHWEST OPEN ACCESS NETWORK

By: _____
Authorized Officer

CERTIFICATE

I, Chief Executive Officer of the Northwest Open Access Network ("NoaNet"), do hereby certify:

1. That the attached resolution numbered 0093 (the "Resolution") is a true and correct copy of a resolution of NoaNet, as finally adopted at a meeting of the Board of Directors held on the 11th day of March, 2009, and duly recorded in my office.

2. That the meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given or waived; that a quorum of the Board was present throughout the meeting and a legally sufficient number of members of the Board voted in the proper manner for the passage of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

Dated this 11th day of March, 2009.


Chief Executive Officer

