

**CERTIFICATION OF MINUTES RELATING
TO
GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2015A**

ISSUER: INDEPENDENT SCHOOL DISTRICT NO. 745 (ALBANY), STATE OF MINNESOTA

BODY: SCHOOL BOARD

KIND, DATE, TIME AND PLACE OF MEETING: A regular meeting, held on October 7, 2015, at 7:00 o'clock p. m. in the District.

MEMBERS PRESENT:

MEMBERS ABSENT:

DOCUMENTS ATTACHED: Extract of minutes of said meeting.

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS MY HAND officially as such recording officer this ____ day of _____, 2015.

School District Clerk

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION AWARDING THE SALE, PRESCRIBING THE FORM AND DETAILS,
AUTHORIZING THE EXECUTION, DELIVERY AND REGISTRATION, AND PROVIDING
FOR THE PAYMENT OF GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES
2015A

BE IT RESOLVED by the School Board of Independent School District No. 745(Albany), Minnesota (the Issuer), as follows:

WHEREAS, Minnesota Statutes, section 475.52, permits the Issuer to issue bonds to pay the costs of acquisition or betterment of school facilities; and

WHEREAS, pursuant to Minnesota Statutes section 475.58, a properly called special election was held on August 11, 2015, and the majority of electors approved the sale of bonds for the acquisition or betterment of school facilities in the total amount of \$32,230,000.

Section 1. Authorization and Sale

1.01 **Authorization.** At a meeting held on October 7, 2015, the Board authorized the sale and issue of its General Obligation School Building Bonds, Series 2015A (the Bonds) in the aggregate principal amount of Thirty Two Million, Two Hundred Thirty Thousand Dollars (\$32,230,000), subject to adjustment as provided in the Terms of Proposal at the time of sale of the Bonds. The proceeds of the sale of the Bonds shall be used for the acquisition or betterment of school sites and facilities, including the costs of issuance of the Bonds.

1.02 **Sale and Award.** The Board, having been advised by Ehlers & Associates, Inc., as independent financial advisors to the Issuer in connection with the sale of the Bonds, has determined that this issue shall be privately sold after receipt of written proposals, as authorized pursuant to Minnesota Statutes, Section 475.60, subdivision 2, as amended. On _____, 2015, the Superintendent and the Board Chair received ___ proposals presented in conformity with the Terms of Proposal contained in the Official Statement, which terms are hereby ratified and confirmed in all respects. The proposal received from _____, of _____, _____(the Purchaser), to purchase the Bonds at a price of \$_____, as the proposal with the lowest true interest cost to the Issuer, is hereby accepted and the sale of the Bonds is awarded to the Purchaser.

Section 2. Bond Terms; Registration; Execution and Delivery

2.01 **Maturities, Interest Rates and Denominations.** The Bonds shall be dated as of the date of delivery thereof, shall be issued in denomination of \$5,000 or integral multiples thereof, and shall mature on February 1 in the years and in the principal amounts, serially or as term bonds, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------	-------------	-------------------------

2017	\$395,000	2027	\$1,405,000
2018	910,000	2028	1,445,000
2019	940,000	2029	2,045,000
2020	1,070,000	2030	2,135,000
2021	1,110,000	2031	2,205,000
2022	1,155,000	2032	2,285,000
2023	1,205,000	2033	2,365,000
2024	1,245,000	2034	2,455,000
2025	1,305,000	2035	2,545,000
2026	1,360,000	2036	2,650,000

The Bonds shall bear interest from the date thereof payable semi-annually on February 1 and August 1, commencing August 1, 2016, until paid at rates to be determined at the time of sale, subject to the parameters set forth in Section 1.02. Interest shall be payable to the owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. Interest shall be computed on the basis of a 360-day year and twelve 30-day months.

2.02 Redemption.

Optional Redemption

At the option of the Issuer, Bonds maturing on or after February 1, 2026 shall be subject to redemption prior to maturity, in whole or in part, at the option of the Issuer on any date on or after February 1, 2025 at a price of par plus interest accrued to the date set for redemption.

Mandatory Redemption of Term Bonds

[Term Bond Provisions if necessary: The Bonds maturing February 1, 20__ shall be term bonds subject to mandatory redemption at a redemption price equal to the principal thereof plus interest accrued thereon to the redemption date, without premium, on February 1 in each of the years shown below, in the principal amounts set forth below opposite such years:

Mandatory Redemption Date	Principal Amount
------------------------------	------------------

The Bonds maturing February 1, 20__ shall be term bonds subject to mandatory redemption at a redemption price equal to the principal thereof plus interest accrued thereon to

the redemption date, without premium, on February 1 in each of the years shown below, in the principal amounts set forth below opposite such years:

Mandatory	
Redemption Date	Principal Amount

The Paying Agent shall select bonds to be redeemed by lot, in multiples of \$5,000. Official notice of redemption shall be given by the Paying Agent on behalf of the Issuer. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the redemption date; the redemption price; the place where bonds called for redemption are to be surrendered for payment; and that interest on bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

Prior to the date set for redemption of any Bond prior to its stated maturity date, the Clerk shall cause notice of the call for redemption thereof to be published as required by law, and, at least 30 days prior to the designated redemption date, shall cause notice of the call thereof for redemption to be mailed by first class mail to the registered holders of any Bonds to be redeemed at their addresses as they appear on the bond register described in Section 3 hereof but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure.

In addition, further notice shall be given by the Paying Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.]

Section 3. **Registration, Execution and Delivery**

3.01 **Registration** The Bonds shall be registered as to principal and interest and shall be numbered as determined by the hereinafter described Paying Agent.

The principal of the Bonds shall be payable upon presentation and surrender of the appropriate bond at the designated office of the Paying Agent. Interest shall be paid by check drawn on the Paying Agent mailed to the registered owner of the Bonds at the registered address, as shown on the registration books of the Issuer maintained by the Paying Agent. Interest shall be payable to the registered owner of record as of the fifteenth day of the month prior to the payment date for each interest payment. The date of determination of the registered owner for purposes of payment of interest as provided in this paragraph may be changed by the Issuer to conform to market practice in the future.

3.02 Paying Agent. The Issuer hereby appoints Bond Trust Services Corporation, Roseville, MN, as the initial bond registrar, transfer agent and paying agent (the Paying Agent). The Chair and the Clerk are authorized to execute and deliver, on behalf of the Issuer, a contract with the Paying Agent. Upon merger or consolidation of the Paying Agent with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Paying Agent. The Issuer agrees to pay the reasonable and customary charges of the Paying Agent for the services performed. The Issuer reserves the right to remove the Paying Agent upon thirty days' notice and upon the appointment of a successor Paying Agent, in which event the predecessor Paying Agent shall deliver all cash and Bonds in its possession to the successor Paying Agent and shall deliver the bond register to the successor Paying Agent.

The effect of registration and the rights and duties of the Issuer and the Paying Agent with respect thereto shall be as follows:

(a) **Register.** The Paying Agent shall keep at its principal corporate trust office a bond register in which the Paying Agent shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) **Transfer of Bonds.** Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Paying Agent, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Paying Agent shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Paying Agent may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.

(c) **Exchange of Bonds.** Whenever any Bonds are surrendered by the registered owner for exchange the Paying Agent shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) **Cancellation.** All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Paying Agent and thereafter disposed of as directed by the Issuer.

(e) **Improper or Unauthorized Transfer.** When any Bond is presented to the Paying Agent for Transfer, the Paying Agent may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Paying Agent shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) **Persons Deemed Owners.** The Issuer and the Paying Agent may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of,

or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(g) **Taxes, Fees and Charges.** For every transfer or exchange of Bonds, the Paying Agent may impose a charge upon the owner thereof sufficient to reimburse the Paying Agent for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) **Mutilated, Lost, Stolen or Destroyed Bonds.** In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Paying Agent in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Paying Agent of evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Paying Agent of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the Issuer and the Paying Agent shall be named as obligees. All Bonds so surrendered to the Paying Agent shall be canceled by it and evidence of such cancellation shall be given to the Issuer. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

The Bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York ("DTC"), and the Superintendent is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry-only form and to make such changes in the form of the Bonds within the parameters of this Resolution as may be required to accomplish the foregoing.

3.03 **Execution, Authentication and Delivery.** The Bonds shall be signed by the manual or facsimile signatures of the Board Chair and Clerk of the Issuer. In case any officer whose signature or facsimile thereof shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery. No Bond authorized under this Resolution shall be valid until authenticated by an authorized representative of the Paying Agent. The executed certificate of authentication on such Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Bonds shall be delivered to the Paying Agent for authentication and be delivered by the Treasurer to the purchaser in accordance with instructions from the Board Chair and Clerk upon payment of the purchase price for the Bonds in accordance with the Terms of Proposal for the Bonds. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Paying Agent for safekeeping.

Section 4. **Bond Form**

The Bonds shall be substantially in the following form with such changes as are necessary to conform the bonds to the final terms of sale of the Bonds and such changes as to ministerial form as may be reasonably requested by the Paying Agent:

**UNITED STATES OF AMERICA
STATE OF MINNESOTA
STEARNS COUNTY**

**INDEPENDENT SCHOOL DISTRICT NO. 745(ALBANY)
GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2015A**

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
-------------	-----------------	-------------------------------	------------------

October 29, 2015

REGISTERED OWNER:

PRINCIPAL AMOUNT:

INDEPENDENT SCHOOL DISTRICT NO. 745 (ALBANY), STEARNS COUNTY, MINNESOTA (the Issuer), acknowledges itself to be indebted and for value received hereby promises to pay to the registered owner specified above, or registered assigns, the principal sum specified above on the maturity date specified above, and to pay interest thereon from the date of original issue specified above, or from the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate specified above, payable on February 1 and August 1 in each year, commencing August 1, 2016, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month, all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond prior to its stated maturity. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Roseville, Minnesota, as Bond Registrar and Paying Agent (the Paying Agent), or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith, credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

This Bond is one of an issue in the aggregate principal amount of \$_____ issued pursuant to resolutions adopted by the School Board of the Issuer on September 15, 2015, and October 7, 2015, (collectively the Resolutions), to provide funds to pay the costs of the acquisition or betterment of school sites or facilities, pursuant to an election held on August 11, 2015, and is issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475. The Bonds are issuable only in fully registered form, in denominations of \$5,000 or any integral multiple thereof, of single maturities.

Bonds maturing on or after February 1, 2026 shall be subject to redemption prior to maturity, in whole or in part, at the option of the Issuer on any date on or after February 1, 2025 at a price of par plus interest accrued to the date set for redemption.

[Term Bond Provisions if necessary: Bonds maturing on February 1, 201_, selected at random by the Paying Agent, are subject to mandatory redemption, at a redemption price equal

to their principal amount plus interest accrued thereon to the redemption date, without premium, on February 1 in each of the years shown below, in the principal amount set forth below opposite such years:

<u>Mandatory</u> <u>Redemption Date</u>	<u>Principal Amount</u>
--	-------------------------

Prior to the date specified for the redemption of any Bond prior to its stated maturity date, the Issuer will cause notice of the call for redemption to be published as required by law, and, at least 30 days prior to the designated redemption date, will cause notice of the call thereof to be mailed by first class mail to the registered owner of any Bond to be redeemed at the owner's address as it appears on the bond register maintained by the Paying Agent but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

The Bonds have NOT been designated by the Issuer as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986.

As provided in the Resolutions and subject to certain limitations set forth therein, this Bond is transferable upon the books of the Issuer at the principal office of the Paying Agent by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Paying Agent, duly executed by the registered owner or the owner's attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the Issuer will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the Issuer nor the Bond Paying Agent shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the issuance of this Bond, in order to

make it a valid and binding general obligation of the Issuer in accordance with its terms, have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that the Bonds are payable from a separate debt redemption fund of the Issuer and from ad valorem taxes and other funds which have been appropriated to such fund; that, if necessary for payment of principal of and interest on the Bonds, additional ad valorem taxes are required to be levied upon all taxable property in the Issuer without limitation as to rate or amount; that the issuance of this Bond does not cause the indebtedness of the Issuer to exceed any constitutional or statutory limitation; and that the opinion printed hereon is a full and correct copy of the legal opinion given by Bond Counsel with reference to the Bonds, dated as of the date of original delivery of the Bonds.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolutions until the Certificate of Authentication hereon shall have been executed by the Paying Agent by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the Issuer, by its School Board, has caused this Bond to be executed on its behalf by the signatures of the Chairperson and Clerk and has caused this Bond to be dated as of the Date of Original Issue set forth above.

INDEPENDENT SCHOOL DISTRICT NO.
745 (ALBANY), MINNESOTA

Attest: _____

Clerk

By _____

Chairperson

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication:

BOND TRUST SERVICES CORPORATION,
Paying Agent

By

Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to the applicable laws or regulations:

TEN COM - - as tenants
 in common

UTMA _____ as Custodian for

(Cust)
(Minor)

TEN ENT - - as tenants
by entireties

Under Uniform Transfers to Minors
Act _____ (State)

JT TEN - - as joint tenants

with right of survivorship and not as tenants in common

Additional abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____, the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Name and address of assignee:

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE: _____

Signature Guaranteed: _____

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges.

Section 5. **Application of Proceeds**

The proceeds of the Bonds shall be used for the acquisition or betterment of school sites or facilities.

Any net original issue premium received upon sale and delivery of the Bonds shall be deposited in the appropriate account consistent with State and federal law, and if required by State or federal law, may be used to reduce the principal amount of Bonds issued.

Section 6. **Debt Service Fund**

6.01 **Debt Service Fund.** The Bonds shall be payable from a separate Series 2015A General Obligation School Building Bond Fund in the Debt Service Fund of the District (the 2015 Debt Service Fund) which shall be created and maintained on the books of the Issuer as a separate debt redemption fund until all Bonds, and all interest thereon, are fully paid. All ad valorem taxes levied and collected as hereinafter specified, shall be credited to the 2015 Debt Service Fund, as well as any other funds appropriated by the Board for the payment of the Bonds.

6.02 **Pledge of Full Faith and Credit; Tax Levies.** For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith and credit and taxing powers of the Issuer shall be and are hereby irrevocably pledged. In order to provide the moneys for the payment thereof required by Minnesota Statutes, Section 475.61, there is hereby levied upon all of the taxable property in the Issuer a direct annual ad valorem tax which shall be spread upon the tax rolls for collection, as a part of other general taxes of the Issuer, in the years and amounts as specified on the levy computation sheet attached hereto as Exhibit A, subject to adjustment at the time of sale in conformity with Section 1.02 and incorporated herein by reference as through fully specified in this paragraph.

The tax levies provided in this paragraph are such that if collected in full they, together with estimated collections of other revenues herein pledged for the payment of the Bonds (other than cash on hand), will produce at least five percent (5%) in excess of the amounts needed to meet when due the principal and interest payments on the Bonds, except for interest payable hereunder from cash on hand on the date of Bond closing and pledged for such purpose.

Said tax levies shall be irrevocable as long as any of said Bonds are outstanding and unpaid, provided that the Issuer reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61.

Section 7. **Investments; Tax Covenant**

The Issuer shall not invest, reinvest or accumulate any moneys deemed to be proceeds of the Bonds pursuant to the Internal Revenue Code of 1986, as amended in such a manner as to cause the Bonds to be "arbitrage bonds" within the meaning of the Internal Revenue Code. The Issuer hereby covenants that, to the extent permitted by law, it will take all actions within its control and that it shall not fail to take any action as may be necessary to maintain the exemption of interest on the Bonds from gross income for federal income tax purposes, including but not

limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds, all as more fully set forth in the Non-Arbitrage and Tax Compliance Certificate to be delivered by the Issuer on the date of delivery of the Bonds.

Section 8. Bond Counsel

Ratwik, Roszak & Maloney, P.A., is hereby appointed as bond counsel.

Section 9. Certification of Proceedings

9.01 Filing with County Auditor. The Clerk is directed to file with the County Auditor of Stearns County a certified copy of this resolution, and to obtain from the County Auditor a certificate stating that the Bonds have been entered upon the Auditor's bond register and the tax required by law has been levied.

9.03 Certification of Proceedings. The officers of the Issuer and the County Auditor are authorized and directed to prepare and furnish to the Purchaser and to bond counsel certified copies of all proceedings and records of the Issuer relating to the authorization and issuance of the Bonds and such other affidavits and certificates as may reasonably be required to show the facts relating to the legality and marketability of the bonds as such facts appear from the officer's books and records or are otherwise known to them. All such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the Issuer as to the correctness of all statements contained therein.

9.04 Official Statement. The Official Statement relating to the Bonds, in the form to be dated **October 29**, 2015, prepared and delivered on behalf of the Issuer by Ehlers & Associates, Inc., is hereby approved, with such changes which are necessary and desirable to make the information contained therein accurate and correct, and the officers of the Issuer are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency thereof.

9.05 Continuing Disclosure. The Board Chair and Clerk are each hereby authorized to execute and deliver, prior to delivery of the Bonds, a written continuing disclosure undertaking in substantially the form attached hereto as Exhibit B in order to enable the Purchaser of the Bonds to comply with the requirements of Rule 15c2-12.

9.06 Delivery. In the event that the Superintendent or Board Chair is not available at the time that it becomes necessary to take actions directed or authorized under this resolution, then the Superintendent or Board Chair is authorized to designate any other officer of the Board is authorized to take the actions delegated to the Authorized Officer by this Resolution. The officers, administrators, agents and attorneys of the Issuer are authorized and directed to take all other actions necessary and convenient to facilitate issuance, sale, and delivery of the Bonds and expenditure of Bond proceeds, and to execute and deliver all other agreements, documents and certificates and to take all other actions necessary or convenient to complete the issuance, sale, and delivery of the Bonds and expenditure of Bond proceeds in accordance with this Resolution, including any applications or requests to the Minnesota Department of Education and payment of any related filing fees, appropriation and transfer of Bond proceeds as appropriate, and payment

of costs of issuance as directed by Ehlers & Associates, Inc., including, bond counsel fees, financial advisor fees, rating agency fees, official statements, and any other costs necessary to accomplish sale and delivery of the Bonds.

Section 10. State Payment; Issuer and Paying Agent Obligations.

The Issuer hereby covenants and obligates itself to notify the Commissioner of Education of any potential default in the payment of the principal of or interest on the Bonds and to use the provisions of Minnesota Statutes, Section 124.755 (the State Payment Law), to guarantee (to the extent provided therein) payment of the principal of and interest on the Bonds when due. The Issuer further covenants to deposit with the Paying Agent three business days prior to each interest and principal payment date as set forth in Sections 1.02 and 2.01 hereof, an amount sufficient to make that payment or to notify the Commissioner of Education as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Paying Agent will notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal of and interest on the Bonds at maturity or, if on the date two business days prior to maturity, there are insufficient funds on deposit with the Paying Agent to pay the Bonds in full at maturity. The Paying Agent will cooperate with the Issuer, the Commissioner of Education and the Commissioner of Finance in implementing the provisions of the State Payment Law. In the event that amounts sufficient to make any such interest or principal payment are held by an escrow or paying agent and invested as authorized by Minnesota Statutes, Chapter 475 and such escrow or paying agent is required to use proceeds from such investment to pay to the Paying Agent the amount necessary to pay such interest or principal on such payment date, then the requirements of the State Payment Law relating to the deposit of such amounts with the Paying Agent prior to the payment date of such interest or principal shall be deemed satisfied and neither the Issuer nor the Paying Agent shall be required to notify the Commissioner of Education that insufficient funds are available to pay such interest or principal on such payment date. The Issuer shall do all other things which may be necessary to perform the obligations hereby undertaken under the State Payment Law, including any requirements hereafter adopted by the Commissioner of Finance or the Commissioner of Education.

Section 11. Conflicting Resolutions.

All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are hereby rescinded.

Attest: _____

Clerk

Chair

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A

TAX LEVY COMPUTATION

EXHIBIT B

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the “Undertaking”) is executed and delivered by the Independent School District No. 745 (Albany), Albany Area Schools, Minnesota (the “School District”), in connection with the issuance of its General Obligation School Building Bonds, Series 2015A (the “Bonds”). The School District covenants and agrees for the benefit of the Bondholders, as hereinafter defined, as follows:

(a) *Definitions.* The following terms used herein shall have the following meanings:

“Audited Financial Statements” means the annual audited financial statement pertaining to the School District prepared by an individual or firm of independent certified public accountants and prepared in accordance with generally accepted accounting principles or as otherwise required by Minnesota law for the preceding Fiscal Year.

“Bondholders” shall mean the registered owner of any Bond or any person (a) with the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including any person holding a Bond through a nominee, depository or other intermediary) or (b) treated as the owner of any Bond for federal income tax purposes.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access District, or such other District, Internet Web site, or repository hereafter prescribed by the MSRB for the submission of electronic filings pursuant to the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means Rule 15c2-12 promulgated by the SEC pursuant to the Securities Exchange Act of 1934, as amended.

“SEC” means the United States Securities and Exchange Commission.

(b) *Continuing Disclosure.* The School District hereby agrees, in accordance with the provisions of the Rule, to provide or cause to be provided to the MSRB through EMMA, on or before the last day of the 12th month after the end of the fiscal year of the School District, the following annual financial information and operating data, commencing with the fiscal year ended June 30, 2016, in an electronic format as prescribed by the MSRB:

(1) Updates of the numerical financial information and operating data included in the official statement of the School District relating to the Bonds (the

“Official Statement”) appearing in the Tables in the Official Statement as described below:

- a. Current Property Valuations;
- b. Direct Debt;
- c. Tax Levies and Collections;
- d. Student Body; and
- e. Employment/Unemployment Data;

(2) The Audited Financial Statements. Provided, however, that if the Audited Financial Statements are not available by the date specified above, they shall be provided when available and unaudited financial statements will be filed by such date and the Audited Financial Statements will be filed as soon as available

Such annual financial information and operating data described above are expected to be provided directly by the School District or by specific reference to documents available to the public through EMMA or filed with the SEC.

If the fiscal year of the School District is changed, the School District shall send a notice of such change to the MSRB through EMMA, prior to the earlier of the ending date of the fiscal year prior to such change or the ending date of the fiscal year as changed.

(c) *Notice of Failure to Disclose.* The School District agrees to provide or cause to be provided, in a timely manner, to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, notice of a failure by the School District to provide the annual financial information with respect to the School District described in subsection (b) above on or prior to the dates set forth in subsection (b) above.

(d) *Occurrence of Events.* The School District agrees to provide or cause to be provided to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events listed in (b)(5)(i)(C) of the Rule with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or

- determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of holders of the Bonds, if material;
 - (8) bond calls, if material, and tender offers;
 - (9) defeasances;
 - (10) release, substitution, or sale of property securing repayment of the Bonds, if material;
 - (11) rating changes;
 - (12) bankruptcy, insolvency, receivership or similar event of the School District, which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the School District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the School District;
 - (13) the consummation of a merger, consolidation, or acquisition involving the School District or the sale of all or substantially all of the assets of the School District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; or
 - (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(e) *Materiality Determined Under Federal Securities Laws.* The School District agrees that its determination of whether any event listed in subsection (d) is material shall be made in accordance with federal securities laws.

(f) *Identifying Information.* All documents provided to the MSRB through EMMA shall be accompanied by the identifying information prescribed by the MSRB.

(g) *Termination of Reporting Obligation.* The obligation of the School District to provide annual financial information and notices of material events, as set forth above, shall be terminated if and when the School District no longer remains an “obligated person” with respect to the Bonds within the meaning of the Rule, including upon legal defeasance of all Bonds.

(h) *Benefit of Bondholders.* The School District agrees that its undertaking pursuant to the Rule set forth in this Undertaking is intended to be for the benefit of the Bondholders and shall be enforceable by any Bondholder; provided that, the right to

enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the School District's obligations hereunder and any failure by the School District to comply with the provisions of this Undertaking shall not constitute a default or an event of default with respect to the Bonds.

(i) *Amendments to the Undertaking.* Amendments may be made in the specific types of information provided or the format of the presentation of such information to the extent deemed necessary or appropriate in the judgment of the School District, provided that the School District agrees that any such amendment will be adopted procedurally and substantively in a manner consistent with the Rule, including any interpretations thereof by the SEC, which, to the extent applicable, are incorporated herein by reference. Such interpretations currently include the requirements that (a) the amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the School District or the type of activities conducted thereby, (b) the undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (c) the amendment does not materially impair the interests of Bondholders, as determined by parties unaffiliated with the School District (such as independent legal counsel), but such interpretations may be changed in the future. If the accounting principles to be followed by the School District in the preparing of the Audited Financial Statements are modified, the annual financial information for the year in which the change is made shall present a comparison between the financial statements as prepared on the prior basis and the statements as prepared on the new basis, and otherwise shall comply with the requirements of the Rule, in order to provide information to investors to enable them to evaluate the ability of the School District to meet its obligations. A notice of the change in accounting principles shall be sent to the MSRB through EMMA.

IN WITNESS WHEREOF, the School District has caused this Undertaking to be executed by its authorized officer.

INDEPENDENT SCHOOL DISTRICT NO. 745
(Albany)
State of Minnesota

By: _____
Its School Board Chair

Dated: _____, 2015