

**RESOLUTION AUTHORIZING TEMPORARY BORROWING
IN AN AMOUNT NOT TO EXCEED \$5,300,000;
ISSUANCE OF TAXABLE TAX AND REVENUE
ANTICIPATION PROMISSORY NOTES;
AND PARTICIPATION IN THE PMA LEVY AND
AID ANTICIPATION NOTES PROGRAM**

WHEREAS, D.C. Everest Area School District, Marathon County, Wisconsin (the "District"), is temporarily in need of funds in the amount not to exceed \$5,300,000 to meet the immediate expenses of operating and maintaining the public instruction in the District during the current school year and in anticipation of taxes, state aids, income, revenue, cash receipts and other monies to be received by the District for the current school year;

WHEREAS, school districts are authorized by the provisions of Section 67.12(8)(a)1, Wisconsin Statutes, to borrow money and issue tax and revenue anticipation promissory notes for such public purposes;

WHEREAS, the School Board deems it necessary and in the best interest of the District that funds be borrowed and tax and revenue anticipation promissory notes be issued pursuant to the provisions of Section 67.12(8)(a)1, Wisconsin Statutes;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such tax and revenue anticipation promissory notes on a taxable rather than tax-exempt basis;

WHEREAS, in accordance with Section 67.12(8)(a)1, Wisconsin Statutes, the total amount borrowed shall be for the purpose of meeting the immediate expenses of operating and maintaining the public instruction in the District during the current school year, shall not exceed one-half of the estimated receipts for the operation and maintenance of the District for the current school year as heretofore certified by the District Clerk, and the loan shall not extend beyond November 1 of the next school year;

WHEREAS, prior to the issuance of its taxable tax and revenue anticipation promissory notes, the District will have voted the tax for the operation and maintenance of the schools of the District for the current school year to be collected on the next tax roll;

WHEREAS, to the best of the knowledge, information and belief of the School Board, the District complies with the revenue limits set forth in Sections 121.91 and 121.92, Wisconsin Statutes;

WHEREAS, Section 66.0301(2), Wisconsin Statutes authorizes any municipality, including a school district, to contract with other municipalities for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law;

WHEREAS, the School Board hereby finds and determines that it is in the best interests of the District to participate in the PMA Levy and Aid Anticipation Notes Program (the "Program"), the terms and provisions of which are described in the Master Indenture of Trust (the "Master Indenture"), and a Supplemental Indenture of Trust (the "Supplemental Indenture") to be entered into with a trustee to be named in the Approving Certificate (defined below) (the "Trustee") (collectively, the Master Indenture and the Supplemental Indenture shall be referred to as the "Indenture"); and

WHEREAS, under the Program, participating school districts will issue one or more series of taxable tax and revenue anticipation promissory notes. Said notes may be grouped with a related series of notes of the District and will underlie corresponding series of note participations (the "Participations", and each series a "Series of Participations") that will be issued under the Master Indenture and a separate Supplemental Indenture relating to each Series of Participations.

NOW, THEREFORE, BE IT RESOLVED by the School Board of the District that:

1. **Authorization.** For the purpose of meeting the immediate expenses of operating and maintaining the public instruction of the District during the current school year and in anticipation of taxes, state aids, income, revenue, cash receipts and other monies to be received by the District in its general fund for the current school year, there shall be borrowed, pursuant to Section 67.12(8)(a)1, Wisconsin Statutes, an aggregate principal sum not to exceed \$5,300,000 ("Maximum Amount").

2. **Terms of the Notes.** To evidence such borrowing, the District President and District Clerk are hereby authorized, empowered and directed to make, execute, issue, sell and deliver to the Trustee, for and on behalf of the District, its Taxable Tax and Revenue Anticipation Promissory Notes (collectively, the "Notes") payable to the Trustee or its designee, in one or more series, in substantially the form attached hereto as Appendix A-1.

The Notes shall be issued in the District's name, in one or more series, pursuant to the terms stated in the Master Indenture and a related Supplemental Indenture. The aggregate sum of the District's Notes shall not exceed the Maximum Amount.

Each series of Notes may be issued in conjunction and grouped with the notes of one or more other school districts participating in the Program to underlie a Series of Participations. In all cases, the obligation of the District to make payments on or in respect to its Notes is a several and not a joint obligation of the District and is strictly limited to the District's repayment obligation for its Notes under this Resolution.

The Notes shall be dated as of their date of issuance; shall bear interest from their dated date until paid; and shall mature on or before October 23, 2015. Interest on the Notes shall be paid at maturity. The Notes shall bear interest at a rate per annum such that the net interest cost of the Notes shall not exceed 2.00%.

3. **Redemption Provisions.** The Notes are not subject to optional redemption.

4. **Sale of Note; Execution of Note Purchase Agreement and Approving Certificate.** Either the Assistant Superintendent, Business/Personnel Services of the District (the "Financial Officer") or, in the absence of the Financial Officer, the President or Clerk of the District or those authorized by law to act on their behalf (the "District Officer") are hereby authorized and directed to negotiate, on behalf of the District, with the purchaser of the Notes (the "Underwriter"), in its capacity as Underwriter and PMA Securities, Inc., in its capacity as administrative agent for the District under the Program ("Administrative Agent"), an amount, interest rate, and maturity date for each series of Notes issued under the Program and other matters related to the financing, subject to the limitations provided herein or in the Master Indenture.

The difference between the issue price of the Notes and the purchase price to be paid to the District (which amount constitutes compensation paid to the Underwriter) shall not exceed \$5 for every \$1,000 of principal amount of Notes issued.

This School Board authorizes and directs the Financial Officer or District Officer to execute and deliver, in the name and on behalf of the District, an Approving Certificate in substantially the form attached hereto as Appendix B-1 and a separate note purchase agreement for each series of Notes.

The execution of the Approving Certificate and the Note Purchase Agreement by the Financial Officer or the District Officers shall constitute and evidence full approval by the School Board of such documents.

5. **Program Approval; Execution of Supplemental Indenture.** The form of Master Indenture and a form of Supplemental Indenture presented at this meeting are hereby acknowledged.

The District Officers, or the Administrative Agent on behalf of the District, are hereby authorized and directed to execute, deliver and enter in to, in the name and on behalf of the District, the Master Indenture and any Supplemental Indenture with respect to each Series of Participations that the Notes underlie with a trustee named in the Approving Certificate. The Master Indenture and each Supplemental Indenture shall be in substantially the forms presented to this meeting, with such changes not inconsistent with this Resolution as the District Officers shall approve. The execution of the Master Indenture and any Supplemental Indenture by the District Officers or the Administrative Agent (as modified by such officers or agent prior to execution) shall constitute and evidence full approval by the School Board of such documents.

6. **Disposition of Proceeds of Notes.** The proceeds of the Notes (the "Note Proceeds") shall be applied as described in the Master Indenture and the related Supplemental Indenture for the Series of Participations that the Notes underlie.

The Note Proceeds shall be deposited into the District's Proceeds Subaccount and a subaccount of the Cost of Issuance Fund, established by the Trustee for each Series of Participations that the Notes underlie pursuant to the Master Indenture and in amounts determined by the Administrative Agent. Amounts on deposit in the Costs of Issuance Fund shall be expended as determined by the Administrative Agent and in accordance with the terms of the Master Indenture and related Supplemental Indenture. Amounts on deposit in the Proceeds Subaccount shall be used as set forth in the Master Indenture and related Supplemental Indenture. The Proceeds Subaccount and the subaccount of the Costs of Issuance Fund are deemed to be the "borrowed money fund" for the Notes for purposes of Section 67.10(3), Wisconsin Statutes.

The Note shall be used solely for the purposes for which borrowed (or for the payment of the principal of and/or interest on the Notes). Note Proceeds may be temporarily invested in legal investments until needed.

7. **Irrepealable Tax; Segregated Fund; Compliance With Revenue Limits.** The Notes shall not be issued until the tax for operating and maintaining the schools operated by the District for the current school year has been voted to be collected on the next tax roll. So long as the Notes, or interest thereon, remain unpaid, the aforesaid tax for operation and maintenance of the District (including the amount budgeted to pay interest on the Notes) shall be and continues to be irrepealable. The District shall

segregate in a special fund (hereinafter called the "Debt Service Fund"), tax monies and other available revenues received for operation and maintenance of the District sufficient to pay the principal of and interest on the Notes, at the times and in the amounts provided in the Note Purchase Agreement and in the related Supplemental Indenture. The Debt Service Fund shall be used for the sole purpose of paying the principal of and interest on the Notes. Any accrued interest received at the time of delivery of any Notes shall be paid over to the Debt Service Fund. If there shall be insufficient sums in the Debt Service Fund to meet such payments, the District shall promptly pay the same when due from other monies available in or attributable to the current school year. This covenant specifically includes monies (for example, deferred tax and state aid payments) attributable to the current school year which are not received prior to the end of the current school year. The District complies with and covenants to continue to comply with the revenue limits set forth in Sections 121.91 and 121.92, Wisconsin Statutes.

8. **Impoundment Date.** The District agrees to the establishment and maintenance of the Payment Account as a special fund of the District related to the Notes (the "Payment Account") by the Trustee under the Master Indenture as the responsible agent to maintain such fund until the payment of the principal of the Notes and the interest thereon. Prior to the maturity of each Note, on a date set forth in the related Note Purchase Agreement and Supplemental Indenture (the "Impoundment Date"), the District agrees to cause to be deposited directly in a subaccount of the Payment Account relating to each series of Notes an amount sufficient to pay all of the principal of and interest due with respect to each Note at maturity. The Administrative Agent, on behalf of the District Officers, is authorized to approve the determination of the Impoundment Date.

In the event that on the Impoundment Date the District has not received sufficient unrestricted revenues to permit the deposit into the Payment Account of the full amount due, then the amount of any deficiency shall be satisfied and made up from any other monies of the District lawfully available for the payment of the principal of the series of Notes and the interest thereon, as and when such other monies are received or are otherwise legally available, in the following order of priority: *first*, to satisfy any deficiency attributable to the first series of Notes issued; and *second*, to satisfy any deficiency attributable to the second series of Notes issued, if any. As used in this Resolution, the term "unrestricted revenues" shall mean all taxes, state aids, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other monies, intended as receipts for the general fund of the District attributable to the current school year and which are generally available for the payment of current expenses and other obligations of the District.

9. **Execution of the Notes; Authentication; Appointment of Acting Officers.** The Notes shall be executed on behalf of the District by the District President and District Clerk, or others authorized under Section 120.05, Wisconsin Statutes and herein to sign on their behalf, sealed with its official or corporate seal, if any, and delivered to the Trustee upon payment to the District of the purchase price thereof, plus any accrued interest to the Closing. Either or both of the signatures of the officers may be imprinted on the Notes in lieu of the manual signature of such officer, so long as the Trustee authenticates the Notes. In the event that any of the officers whose signatures appear on the Notes shall cease to be such officers before the delivery of the Notes, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. In accordance with Section 120.05(3), Wisconsin Statutes, the School Board hereby appoints any one of its members to discharge the duties of the District Clerk as Acting District Clerk in connection with the issuance of the Notes in the event the District Clerk is unable to discharge such duties due to disability or absence.

10. **Trustee.** Pursuant to the Approving Certificate, the Financial Officer or the District Officers shall appoint the Trustee that will serve as trustee under the Master Indenture and each Supplemental Indenture and as fiscal agent, paying agent, registrar, and authenticating agent for the Notes.

The District directs and authorizes the payment by the Trustee of the interest on and principal of any and all Notes when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth in the Master Indenture. The District hereby covenants to deposit funds in such account and fund subaccount, as applicable, at the time and in the amount specified herein to provide sufficient monies to pay the principal of and interest on any and all Notes on the day or days on which they mature. Payment of any and all Notes shall be in accordance with the terms of the applicable series of Notes and this Resolution.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees, and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Master Indenture and any Supplemental Indenture, including but not limited to, costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

11. **Representations and Covenants; Events of Default.** The District makes the representations and covenants set forth in the Master Indenture. The District acknowledges, approves, and confirms the Events of Default and the remedies therefore as described in the Master Indenture.

12. **Deposit of Notes; Registration and Transfer.** The Notes shall be issued and deposited with the Trustee and shall be registered and transferred as provided in the Master Indenture.

13. **Sale of Participations.** Each Series of Participations shall be sold to the Underwriter, in accordance with the terms of the note purchase agreement relating to the series of Notes that underlie said Series of Participations.

14. **Official Statement.** The District authorizes and approves the use of District information pertinent to the Program, as provided by the District to the Underwriter and any disclosure counsel, in each offering document prepared by the Administrative Agent and distributed by the Underwriter in connection with the sale and issuance of each Series of Participations. The offering document is deemed "final" as of the date of such delivery for purposes of SEC Rule 15c2-12 promulgated by the Securities Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the officers and agents of the District in connection with the preparation of such document are hereby ratified and approved.

15. **Undertaking to Provide Continuing Disclosure.** If required under the Rule, this Section constitutes the written undertaking required by the Rule. If required under the Rule, this undertaking is intended for the benefit of the holders of the Notes and shall be enforceable by the Trustee on behalf of such holders (provided that the holders' and Trustee's right to enforce the provisions of this undertaking shall be limited to a right to obtain specific performance of the District's obligations hereunder and any failure by the District to comply with the provisions of this undertaking shall not be an event of default with respect to the Notes). Capitalized terms used in this Section and not otherwise defined in this Resolution shall have the meanings assigned such terms in Appendix C-1.

If required under the Rule, the District undertakes to provide Material Event Notices as provided in this Section. If a Material Event occurs while any Notes are outstanding, the District shall provide or cause to be provided a Material Event Notice in a timely manner to the MSRB through the Electronic Municipal Market Access System available at www.emma.msrb.org in an electronic format prescribed by the MSRB. Each Material Event Notice shall be so captioned and shall prominently state the date, title and CUSIP numbers of the Participations. Unless otherwise required by law and subject to technical and economic feasibility, the District shall employ such methods of information transmission as shall be requested or recommended by the designated recipients of the District's information.

The District's continuing obligation hereunder to provide Material Event Notices shall terminate immediately once the Notes no longer are outstanding. This Section, or any provision hereof, shall be null and void in the event that the District delivers to the MSRB an opinion of nationally recognized bond counsel to the effect that those portions of the Rule which require this Section, or any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the Notes. This Section may be amended without the consent of the Noteholders, but only upon the delivery by the District to the MSRB of the proposed amendment and an opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the compliance of this Section and by the District with the Rule.

16. **Approval of Actions; Administrative Agent.** All actions previously taken by the officers and agents of the District or this School Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed, and ratified. The officers and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things, take any and all actions, and execute any and all certificates, agreements, and other documents which any of them may deem necessary or advisable to consummate the lawful issuance and delivery of the Notes, or the related transactions, in accordance with this Resolution.

The District hereby authorizes, approves, and directs the Administrative Agent to do any and all things, take any and all actions, and execute any and all certificates, agreements, or other Program documents on behalf of the District as may be directed under the Master Indenture, a Supplemental Indenture, or any other Program documents.

17. **Conflicting Resolutions; Severability; Effective Date.** All prior resolutions, rules or other actions of the School Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted by a recorded roll call vote of ____ ayes and ____ nays on September 17, 2014.

By: _____
District President

[SEAL]

And: _____
District Clerk

APPENDIX A-1

Form of Note

R-____

\$_____

D.C. EVEREST AREA SCHOOL DISTRICT
MARATHON COUNTY, WISCONSIN

TAXABLE TAX AND REVENUE ANTICIPATION PROMISSORY NOTE

Interest Rate

Maturity Date

Original Issue Date

Impoundment Date

_____%

_____, 20__

REGISTERED OWNER: U.S. Bank National Association, as trustee

PRINCIPAL AMOUNT: _____ DOLLARS
(\$_____)

FOR VALUE RECEIVED, the District designated above (the "District"), acknowledges itself to owe and promises to pay to the registered owner identified above, or registered assigns, on the Maturity Date set forth above, the Principal Amount specified above in lawful money of the United States of America, together with interest thereon from the Original Issue Date at the Interest Rate per annum specified above. The principal of and interest on this Note are to be paid upon surrender hereof at the principal corporate trust operations office of U.S. Bank National Association or its successor in trust (the "Trustee") pursuant to a Master Indenture of Trust (the "Master Indenture") and a Supplemental Indenture of Trust (the "Supplemental Indenture") (collectively, the Master Indenture and Supplemental Indenture shall be referred to as the "Indenture"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the Maturity Date specified above, and if funds are not provided for payment on the Maturity Date, funds shall be provided thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said Principal Amount. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; *provided, however*, that no interest shall be payable for any period after the Maturity Date during which the owner hereof fails to properly present this Note for payment. If the District fails to pay this Note when due, including the interest component of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with consequences set forth in the Indenture).

The Note is not subject to optional redemption prior to maturity.

It is hereby certified, recited, and declared that this Note (the "Note") is one of an issue of Notes aggregating the principal amount of \$5,300,000, all of which are of like tenor, except as to denomination and maturity date, authorized, executed, and delivered pursuant to and by authority of a resolution of the governing body of the District duly adopted heretofore, under and by authority of Section 67.12(8)(a)1, Wisconsin Statutes (the "Note Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The District has voted an irrevocable tax for operating and maintaining the schools. As security for the payment of the principal of and interest on the Note, the District shall segregate in a special fund such tax monies and other available revenues received for operation and maintenance of the District sufficient to pay the principal of and interest on the Notes. Said special fund shall be used for the sole purpose of paying the principal of and interest on the Note.

This Note is transferable, as provided by the Note Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee, or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things, and acts required to exist, to have happened, and to have been performed precedent to and in the issuance of this Note do exist, have happened, and have been performed in due time, form, and manner as required by the Constitution and statutes of the State of Wisconsin and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of Wisconsin.

IN WITNESS WHEREOF, the governing body of the District has caused this Note to be executed by the manual or facsimile signature of its President, countersigned by the manual or facsimile signature of its Clerk, and sealed with its corporate seal (or a facsimile thereof), if any, all as of the date of authentication set forth below.

D.C. EVEREST AREA SCHOOL DISTRICT,
MARATHON COUNTY, WISCONSIN

[SEAL]

By _____
District President

By _____
District Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

Authentication Date: _____.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signatory

ASSIGNMENT

For Value Received, the undersigned, _____,
_____, hereby sells, assigns and transfers unto
_____ (Tax Identification or Social Security No. _____) the within Note and
all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to
transfer the within Note on the books kept for registration thereof, with full power of substitution in the
premises.

Date: _____

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

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an
"eligible guarantor institution" meeting the
requirements of the Registrar, which requirements
include membership or participation in the Securities
Transfer Association Medallion Program ("STAMP")
or such other "signature guarantee program" as may
be determined by the Registrar in addition to, or in
substitution for, STAMP, all in accordance with the
Securities Exchange Act of 1934, as amended.

NOTE: The signature to this assignment must
correspond with the name as written on the face of
the within Note in every particular, without alteration
or enlargement or change whatsoever. When
assignment is made by a guardian, trustee,
executor or administrator, an officer of a
corporation, or anyone in a representative capacity,
proof of such person's authority to act must
accompany this Note.

APPENDIX B-1

CERTIFICATE APPROVING DETAILS OF TAXABLE TAX AND REVENUE ANTICIPATION PROMISSORY NOTES

The undersigned hereby certifies that:

1. On September 17, 2014, the D.C. Everest Area School District (the "District") adopted a resolution (the "Resolution") authorizing the issuance and sale up to \$5,300,000 Taxable Tax and Revenue Anticipation Promissory Notes of the District (the "Notes") upon certain terms and conditions, subject to my approval.

2. On the date hereof, _____ (the "Underwriter") offered to purchase the Notes in accordance with the terms set forth in the attached Note Purchase Agreement between the District and the Underwriter (the "Agreement"). The Notes shall be issued in the aggregate principal amount of \$_____ which is not more than \$5,300,000 as provided in the Resolution, and shall mature on _____ and _____ neither of which is later than October 23, 2015 as provided in the Resolution and shall bear interest at the rate per annum as set forth in the Agreement attached hereto.

The net interest cost of the Notes is ____% which does not exceed 2.00%, as required by the Resolution. The interest rate on the Notes is ____%.

3. The Notes shall be sold to the Underwriter in accordance with the terms of the Agreement at a price of \$_____, plus accrued interest, if any, to the date of delivery of the Notes.

The difference between the issue price of the Notes (\$_____) and the purchase price to be paid to the District by the Underwriter (which amount constitutes the compensation paid to the Underwriter) (\$_____) is \$_____, which does not exceed \$5 for every \$1,000 of principal amount of Notes issued as provided in the Resolution.

4. I am either a Financial Officer or District Officer, as defined in the Resolution, authorized to execute and deliver this Approving Certificate, constituting our approval of the principal amount, net interest cost and purchase price for the Notes, in satisfaction of the conditions set forth in the Resolution and to execute the Agreement from the Purchaser.

5. U.S. Bank National Association is hereby appointed to serve as trustee under the Master Indenture and each Supplemental Indenture and as fiscal agent, paying agent, registrar, and authenticating agent for the Notes.

IN WITNESS WHEREOF, as of _____, 2014, I have executed this Certificate pursuant to the authority granted to me by the Resolution.

Name: _____
Title: _____

ATTACHMENT TO APPROVING CERTIFICATE

Note Purchase Agreement

To be provided by the Underwriter and incorporated into the Certificate.

(See Attached)

APPENDIX C-1

The following are the definitions of the capitalized terms used in Section 15 of the Resolution and not otherwise defined in the Resolution:

1. "Material Event" as defined in the Rule means any of the following events with respect to the Note(s):
 - a. Principal and interest payment delinquencies;
 - b. Non-payment related defaults, if material;
 - c. Unscheduled draws on debt service reserves reflecting financial difficulties;
 - d. Unscheduled draws on credit enhancements reflecting financial difficulties;
 - e. Substitution of credit or liquidity providers, or their failure to perform;
 - f. 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 Notes, or other material events affecting the tax status of the Notes;
 - g. Modifications to rights of security holders, if material;
 - h. Note calls, if material, and tender offers;
 - i. Defeasances;
 - j. Release, substitution, or sale of property securing repayment of the securities, if material;
 - k. Rating changes;
 - l. Bankruptcy, insolvency, receivership or similar event of the District;
 - m. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the 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; and
 - n. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For the purposes of the event identified in subsection 1.l. above, the event is considered to occur when any of the following occur: the appointment of a

receiver, fiscal agent or similar officer for the 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 District.

2. "Material Event Notice" means written or electronic notice of a Material Event.
3. "MSRB" means the Municipal Securities Rulemaking Board located at 1900 Duke Street, Suite 600, Alexandria, Virginia 22314.