

# GOVERNMENTAL CERTIFICATE

**Entity:** County of Routt School District RE 2

**Bank:** Yampa Valley Bank  
Main Office  
600 S. Lincoln Ave, Suite 100  
PO Box 775770  
Steamboat Springs, CO 80477  
(970) 879-2993

**WE, THE UNDERSIGNED, DO HEREBY CERTIFY AND STATE UNDER PENALTY OF PERJURY THAT:**

**THE ENTITY'S EXISTENCE.** The complete and correct name of the governmental entity is County of Routt School District RE 2 ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the Entity's state of organization. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at 325 7<sup>th</sup> Street, Steamboat Springs, CO 80487. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

**CERTIFICATES ADOPTED.** At a meeting of the appropriate governing body of the Entity, duly called and held on April 6, 2026, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

**OFFICIALS.** The following named persons and entities is an Officials of Steamboat Springs School District:

<u>NAMES</u>	<u>TITLES</u>	<u>SIGNATURES</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**ACTIONS AUTHORIZED.** Any two (2) of the persons and entities listed above may enter into any agreements of any nature with Bank, and those agreements will bind the Entity. Specifically, but without limitation, any two (2) of such persons and entities are authorized, empowered, and directed to do the following for and on behalf of the Entity:

**Deposit Account:** Open any deposit or share account(s) in the name of the Corporation and apply for and use any service offered by the Financial Institution incident to the business of conducting banking transactions associated with the account(s).

**Borrow Money.** To borrow, as a cosigner or otherwise, from time to time from Bank, on such terms as may be agreed upon between the Entity and Bank, such sum or sums of money as in their judgment should be borrowed, without limitation.

**Execute Notes.** To execute and deliver to Bank the promissory note or notes, or other evidence of the Entity's credit accommodations, on Bank's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Entity's indebtedness to Bank, and also to execute and deliver to Bank one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

**Conduct Banking.** Conduct banking transactions on behalf of the Corporation using electronic, online, and/or mobile banking platforms, subject to the terms of the online and mobile banking agreements, as applicable. This shall include reviewing account balances, transaction history, and statements; withdrawing or transferring funds on deposit with this Financial Institution; and making bill payments and loan payments on behalf of the Corporation; as well as any other transactions that may be carried out using an electronic, online and/or mobile banking platform to carry out the purposes of this Authorization.

**Grant Security.** To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Bank any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all of the Entity's real property and all of the Entity's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Entity to Bank at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

**Execute Security Documents.** To execute and deliver to Bank the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Bank may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Bank any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Bank may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

**Negotiate Items.** Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution. Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other

property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.

**ASSUMED BUSINESS NAMES.** The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: Steamboat Springs School District; Steamboat Springs High School; Soda Creek Elementary School; Strawberry Park Elementary School; Sleeping Giant School; Yampa Valley High School.

**NOTICES TO BANK.** The Entity will promptly notify Bank in writing at Bank's address shown above (or such other addresses as Bank may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Bank.

**COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

**CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES.** The Officials named above is duly elected, appointed, or employed by or for the Entity, as the case may be, and occupy the positions set opposite their respective names. This Certificate now stands of record on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

**CONTINUING VALIDITY.** Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Bank may rely on it until written notice of its revocation shall have been delivered to and received by Bank at Bank's address shown above (or such addresses as Bank may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

**IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signatures set opposite the names listed above is their genuine signatures.**

**We each have read all the provisions of this Certificate, and we each personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. I further certify that the Board of Directors of the Entity has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. This Governmental Certificate is dated \_\_\_\_\_, 2026.**

**CERTIFIED TO AND ATTESTED BY:**

By: \_\_\_\_\_  
Authorized Signer for County of Routt School  
District RE 2

By: \_\_\_\_\_  
Authorized Signer for County of Routt School  
District RE 2

STATE OF COLORADO )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

**Witness my hand and official seal.**

**My commission expires:** \_\_\_\_\_

**Notary Public**

NOTE: If the Officials signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity's behalf, it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.