

CERTIFICATION OF MINUTES RELATING TO LEASE-PURCHASE AGREEMENT AND
CERTIFICATES OF PARTICIPATION

Issuer: Independent School District No. 77 (Mankato), Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A regular meeting held March 21, 2022, at 5:30 p.m., local time, at the school district offices located at 10 Civic Center Plaza, Mankato, MN 56002, or by electronic means, as authorized by law.

Members present:

Members absent:

Documents Attached: Excerpt of minutes of the above-described meeting relating to the resolution described below.

RESOLUTION RELATING TO SCHOOL DISTRICT PROPERTY AND
IMPROVEMENTS AND THE FINANCING THEREOF; AUTHORIZING THE
EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT
AND APPROVING AND AUTHORIZING THE EXECUTION OF RELATED
DOCUMENTS AND THE ISSUANCE OF CERTIFICATES OF
PARTICIPATION

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 have been carefully compared with the original records of said public corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the portion of the minutes of a meeting of the governing body of said public 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 of the public corporation at the time and place indicated above and attended throughout by the members of the governing body in a number sufficient to legally transact business, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on March ____, 2022.

Clerk

EXCERPT OF MINUTES

Member _____ introduced the following resolution and moved its adoption, which motion was seconded by Member _____:

RESOLUTION RELATING TO SCHOOL DISTRICT PROPERTY AND IMPROVEMENTS AND THE FINANCING THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT AND APPROVING AND AUTHORIZING THE EXECUTION OF RELATED DOCUMENTS AND THE ISSUANCE OF CERTIFICATES OF PARTICIPATION

BE IT RESOLVED by the School Board (the “Board”) of Independent School District No. 77 (Mankato), Minnesota (the “District”), as follows:

Section 1. PRIOR AUTHORIZATION. By resolution duly adopted on January 3, 2022 (as extended and amended by resolution duly adopted on February 22, 2022, collectively, the “Parameters Resolution”), this Board found it in the best interest of the District to enter into a Lease-Purchase Agreement (the “Lease”) and issue certificates of participation therein (the “Certificates”) for the purpose of (i) financing the purchase of a building and the remodel thereof to provide space for early childhood programming and additional school storage (the “Project”), and (ii) financing costs of issuing the Lease and Certificates. By the Parameters Resolution, this Board further authorized the Superintendent and Director of Business Services of the District (together, the “Award Committee”), to approve the award of the Lease and sale of the Certificates in the Lease to Northland Securities, Inc., in Minneapolis, Minnesota (the “Purchaser”), in an aggregate principal amount not to exceed \$12,250,000, provided that the true interest cost of the Lease and Certificates to the District is less than or equal to 4.00% per annum. Pursuant to Minnesota Statutes, Section 465.71, this Board hereby further authorizes the execution and delivery of the Lease and the creation of the Certificates therein for the purpose of financing the Project and other authorized costs.

Section 2. AWARD AUTHORIZATION. On March 8, 2022, the District received a proposal from the Purchaser to purchase the Certificates, in an aggregate amount of \$11,620,000, at a price of \$12,102,421.75 plus accrued interest on all the Certificates to the day of delivery and payment, at a true interest cost of 2.7834728% per annum. The Award Committee, with the assistance of PMA Securities, LLC (“Municipal Advisor”), municipal advisor to the District, approved and executed (or caused to be executed) a purchase agreement for the sale of the Certificates to the Purchaser on March 8, 2022. The terms of the sale and the execution of the purchase agreement being in compliance with the parameters set forth in the Parameters Resolution, this Board hereby ratifies such action in all respects and authorizes the issuance of the Certificates in the principal amount of \$11,620,000 on the further terms and conditions set forth herein.

Section 3. FINANCING DOCUMENTS. The following documents have been prepared and are on file in the office of the Director of Business Services:

- (a) a Ground Lease Agreement (the “Ground Lease”), between the District, as ground lessor, and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), as ground lessee;
- (b) a Lease-Purchase Agreement (the “Lease”), between the Trustee, as lessor, and the District, as lessee; and
- (c) a Trust Agreement (the “Trust Agreement”), between the District and the Trustee.

The forms of such documents (collectively, the “Documents”) are hereby approved, with such variations, insertions and additions as are deemed appropriate by the parties and approved by counsel to the District, Dorsey & Whitney LLP.

Section 4. EXECUTION. Upon completion of the Documents and the execution thereof by the other parties thereto, the Board Chair and Clerk of the District, or other designated signatories acting on their behalf, are hereby authorized to execute and deliver the Documents on behalf of the District. The Chair and Clerk (or their designated signatories acting on their behalf, or in the case of the IRS Form 8038-G, the Director of Business Services individually) are hereby further authorized to execute, on behalf of the District, such other contracts, certifications, documents or instruments as counsel to the District or the Trustee shall require, and all certifications, recitals, warranties and representations therein and in the Documents shall constitute the certifications, recitals, warranties and representations of the District. Execution of any contract, certification, document or instrument by one or more appropriate officers of the District will constitute and be deemed conclusive evidence of the approval and authorization by the District and the Board of the contract, certification, document or instrument so executed. Without limiting the generality of the foregoing, in the absence or other unavailability of the Chair, any document authorized in this resolution to be executed by the Chair may be executed by the Vice Chair or the Acting Chair and, in the absence or other unavailability of the Clerk, any document authorized in this resolution to be executed by the Clerk may be executed by the Acting Clerk.

Section 5. PAYMENT OF RENTAL PAYMENTS; NO GENERAL OBLIGATION; CAPITAL EXPENDITURE LEVY. Subject to the provisions of the Lease, the District shall pay to the Trustee promptly when due, all of the Rental Payments (as defined in the Lease) and other amounts required by the Lease. The Lease and the obligations of the District thereunder will be special, limited obligations of the District payable in each fiscal year solely from funds of the District legally appropriated for such purpose in the annual budget of the District; provided, however, that the District shall not be obligated to make any such appropriation. The full faith and credit and ability of the District to levy ad valorem taxes without limitation as to rate or amount are not pledged to the payment of the Lease or any obligation of the District thereunder. Pursuant to Minnesota Statutes, Section 126C.40, Subdivision 1, the Commissioner of Education of the State has authorized or will authorize the District to make an additional capital expenditure levy for the years of and in amounts sufficient to pay all Rental Payments due under the Lease. Subject to annual appropriation as provided in the Lease, the District will cause such levy to be spread against all taxable property within the corporate limits of the District in such years and amounts. The District shall utilize the taxes generated by such levy solely to pay the Rental Payments and shall remit such funds to the Trustee pursuant to the terms of the Trust Agreement.

Section 6. ISSUANCE OF CERTIFICATES. Upon all acts, conditions and things which are 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 valid issuance of the Documents and the Certificates, the Trustee shall be directed forthwith by the District to issue the Certificates in the form and upon the terms set forth in the Trust Agreement. The Chair and Clerk, or other designated signatories acting on their behalf, are hereby authorized to so direct the Trustee and to approve the final terms of the Certificates, which approval shall be conclusively evidenced by the execution of the Trust Agreement by said officers, and the District shall deliver to the Trustee such documents as are required by the Trust Agreement. The Certificates will be prepared, executed and delivered as prescribed in the Trust Agreement for delivery to or for the account of the Purchaser or the registered owners of the Certificates. The Trustee is hereby appointed authenticating agent with respect to the Certificates and paying agent for the Certificates, pursuant to the Trust Agreement.

Section 7. OFFICIAL STATEMENT; RATIFICATION OF PRIOR ACTIONS TAKEN. The Preliminary Official Statement dated February 23, 2022, and the Final Official Statement dated March 8, 2022, each relating to the Certificates and prepared and distributed by the Municipal Advisor, and the District, together with any necessary amendments or supplements to be prepared hereafter, are hereby approved. The Chair and Clerk, or other designated signatories acting on their behalf, or any one of the same, are authorized and hereby directed to sign such certifications as may be necessary with respect to the completeness and accuracy of the Preliminary Official Statement or the Final Official Statement. The Municipal Advisor has timely prepared and distributed to the Purchaser a Final Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Lease and Certificates required to be included in the Official Statement by the Rule (as defined herein). All actions heretofore taken by District officers and staff, or by others acting on behalf of the District, with respect to the acquisition of the Project, structuring of the financing, the marketing and sale of the Certificates, the preparation of Documents and the consummation of the transaction contemplated by the Documents and this resolution, including but not limited to the engagement of third-party advisors and counsel, are hereby ratified and approved in full.

Section 8. TAX COVENANTS AND ARBITRAGE MATTERS.

(a) Covenant. The District covenants and agrees with the owners from time to time of the Certificates that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest component of the Rental Payments payable under the Lease and received by the registered owners of the Certificates to become subject to taxation under the Internal Revenue Code of 1986 (the "Code") and any regulations issued thereunder (the "Regulations"), in effect at the time of such action, and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within their powers which may be necessary to ensure that the interest component of the Rental Payments payable under the Lease and received by the registered owners of the Certificates will not become subject to taxation under the Code and the Regulations, as presently existing or as hereafter amended and made applicable to the Lease and Certificates. So long as the Lease and Certificates are outstanding, the District will not enter into any lease, use agreement or other contract or agreement respecting

the Project which would cause the Lease and Certificates to be considered a “private activity bond” or “private loan bond” pursuant to the provisions of Section 141 of the Code.

(b) Tax Certificate. The Chair and Clerk, or their respective authorized designees, being the officers of the District charged with the responsibility for issuing the Lease and Certificates pursuant to this resolution, are authorized and hereby directed to execute and deliver a certificate (the “Tax Certificate”) in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating, among other things, the facts, estimates and circumstances in existence on the date of issue and delivery of the Lease and Certificates which make it reasonable to expect that the proceeds of the Lease and Certificates will not be used in a manner that would cause the Lease and Certificates to be an arbitrage bond within the meaning of the Code and the Regulations.

(c) Arbitrage Rebate. The District acknowledges that the Lease and Certificates are subject to the rebate requirements of Section 148(f) of the Code. The District covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Lease and Certificates from gross income for federal income tax purposes, unless the Lease and Certificates qualify for an exception from the rebate requirement pursuant to one of the exceptions set forth in the Code and the Regulations.

(d) Reimbursement. The District certifies that the proceeds of the Lease and Certificates will not be used by the District to reimburse itself for any expenditure with respect to the Project which the District paid or will have paid more than 60 days prior to the issuance of the Lease and Certificates, except as authorized by the Code and the Regulations.

Section 9. Continuing Disclosure.

(a) Definitions. The following capitalized terms shall have the following meanings for purposes of this section.

“*Annual Report*” means any annual report provided by the District pursuant to, and as described in, subsection (c) of this section.

“*Beneficial Owner*” means any person which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Certificates for federal income tax purposes.

“*EMMA*” means the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“*Holders*” means the registered holders of the Certificates, as recorded in the registration books of the Registrar (as defined in the Trust Agreement).

“*Listed Events*” means the events listed in subsection (d) of this section.

“MSRB” means the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” means any of the original underwriters of the Certificates required to comply with the Rule in connection with offering of the Certificates.

“Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

(b) Purpose and Beneficiaries. The District makes the following covenants for the benefit of the Holders and Beneficial Owners of the Certificates and in order to assist the Participating Underwriters in complying with the Rule.

(c) Provision of Annual Reports.

(i) Not later than 12 months after the end of each fiscal year of the District (the “Submission Deadline”) (the first report being due not later than 12 months after June 30, 2022), the District shall, either directly or indirectly through an agent designated by the District, file on EMMA an electronic copy of its Annual Report in a format and accompanied by such identifying information as prescribed by the MSRB. If the District’s fiscal year changes, it shall, either directly or indirectly through an agent designated by the District, give notice of such change in the same manner as for a Listed Event under subsection (d), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the new fiscal year. If the District is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the District shall, either directly or indirectly through an agent designated by the District, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

(ii) The Annual Report must contain or include by reference the following:

(1) The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota state law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the District’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by Minnesota state law) accompanied by a notice that the audited financial statements are not yet available, and the audited

financial statements shall be filed on EMMA within 10 days of when they become available.

- (2) To the extent not included in the financial statements provided as part of the Annual Report, tables, schedules or other information of the type contained in the Official Statement for the Certificates under the following headings or captions, which information may be unaudited:

- (A) SOCIO-ECONOMIC CHARACTERISTICS – Major/Leading Employers
- (B) FINANCIAL INFORMATION
- (C) SUMMARY OF DEBT AND DEBT STATISTICS
 - a. Summary of Outstanding Debt
 - b. Debt Repayment Schedule
 - c. Capital Leases
 - d. Overlapping Debt
 - e. Debt Statement
 - f. Debt Ratios

- (iii) The Annual Report may be submitted as a single document or as separate documents comprising a package. The contents of the Annual Report may be included in the Annual Report by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Annual Report shall clearly identify each such other document so included by reference. The audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date.

(d) Reporting of Significant Events.

- (i) The District shall, either directly or indirectly through an agent designated by the District, give notice of the occurrence of any of the following events with respect to the Certificates, all pursuant to the provisions of this subsection (d):
- (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 security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in this subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person 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 obligated person, 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 obligated person.

- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, 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.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or

other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

For purposes of the events identified in subparagraph (15) and (16) above, the term “Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of either (i) or (ii). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

- (ii) If a Listed Event described in subparagraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) has occurred and the District has determined that such Listed Event is material under applicable federal securities laws, the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.
- (iii) If a Listed Event described in subparagraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) has occurred the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subparagraphs (8) and (9) need not be given under this subsection (d) any earlier than the notice (if any) of the underlying event is given to Holders of affected Certificates pursuant to the Trust Agreement.

(e) Termination of Reporting Obligation. The District’s obligations under this section will terminate upon the legal defeasance, prior redemption or payment in full of all of the Certificates or upon the District’s receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the District to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

(f) Dissemination Agent. The District may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this section, and may discharge any such dissemination agent, with or without appointing a successor dissemination

agent. The dissemination agent will not be responsible in any manner for the content of any notice or Annual Report prepared by the District pursuant to this section.

(g) Amendment; Waiver. Notwithstanding any other provision of this section, the District may amend the covenants contained in this section, and any provision of this section may be waived, if

- (i) (1) the amendment or waiver is 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 an obligated person with respect to the Certificates, or the type of business conducted; (2) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (3) the amendment or waiver either (A) is approved by a majority of the Holders, or (B) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or
- (ii) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this section, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under subsection (d), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

(h) Additional Information. Nothing in this section will be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

(i) Default. In the event of a failure of the District to comply with any provision of this section, any Holder or Beneficial Owner may take such actions as may be necessary and

appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. Direct, indirect, consequential and punitive damages will not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this section will not be deemed an event of default under the Lease, the Trust Agreement or this resolution, and the sole remedy under this section in the event of any failure of the District to comply with this section will be an action to compel performance.

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.