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Attachment A

WHEREAS, under the Program, participatingstrobtsolvill issue one or more series of tax and revenue anticipation promissory notes. Satistynlotesgrouped with a related series of notes of the District and will underlie corresponding setiesparticipations (the "Participations", and each series a "Series of Participat") that will be issued utheet/laster Indente and a separate Supplemental Indenture relateraptroSeries of Participations.

NOW, THEREFORE, BE IT RESOLVIEDS by tool Board of the District that:

- 2. Terms of the NotesTo evidence such borrowing, sthiet Dresident and District Clerk are hereby authorized, empowered and directed to notes, its save, csell and delto the Trustee, for and on behalf of the District, its Taxable Tax and Archivipration Promissory Notes (collectively, the "Notes") payable to the Trustee or its designer, incores eries j 19. its desubaidati bo Distrij -m attrie 18.73 the Di(collbe bort by m"Notes Eries of notes (coll groupe in the Difference of the Notes).

The difference between the issue price obestheen to be paid to the District (which amount constitutes compensibilition the ball not exceed \$1 for every \$1,000 of principal amodilitotes issued.

This School Board authorizes and thiee tisancial Officer or District Office cute and deliver, in the name and on behal District, an Approving Certificate in substantially the form attached hereto as Appendix B-1 (the "Approving Chitical separate notehouse agreement for each series of Notes.

The execution of the Approximation and the noten paster agreement by the Financial Officer or the District Office on stitute and evidence full approval by the School Board of such documents.

5. <u>Program Approval; Execution of Supplemental Indentition</u> of Master Indenture and a form of Supplemental Indentition are hereby acknowledged.

The District Officer, or the Administrative A behalf of the Districe hereby authorized and directed to execute, deliver and enter in top inchand on behalf of the Districe Master Indenture and any Supplemental Indenture spitch to each Series of Pairticis alto at the Notes underlie with a trustee named in the Approving Certifical destination and eauth Demental Indenture shall be in substantially the forms pecistenthis meeting, with such gets not inconsistent with this Resolution as the District Officer shall approved we were cution to the Master Indenture and any Supplemental Indenture by District Officer or Abbeninistrative Agent (as fred to y such officers or agent prior to execution) shall constitute emceet with approval by the School Board of such documents.

6. <u>Disposition of Proceeds of No</u>teshe proceeds of the Notes (the "Note Proceeds") shall be applied as described in a ster Indenture and that Supplemental Indenture for the Series of Participation that the Notes underlie.

The Note Proceeds shall be deposited into the Directeds Subaccount and a subaccount of the Cost of Issuance Fund, establisy the Trustee for each Soft Rearticipations that the Notes underlie pursuant to the Mandenture and in amounts determined by the Administrative Agent. Amounts on deposit in the Colstsuaince Fund shall be expendited ensuined by the Administrative Agent and in accordance with the terms of the Indenture and related plemental Indenture. Amounts on deposit in the Proceeds Subaccount shall be used as statisforthe Mandenture and related Supplemental Indenture. Proceeds Subaccount and the couba of the Costs of Issuance Fund are deemed to be the "borrowed money than Wolfes for purposse Section 67.10(3), Wisconsin Statutes.

The Note Proceeds shall be used solely forothespfor which borrowed (or for the payment of the principal of and/or interestie Notes). Note Proceeds entary invested in legal investments until needed.

7. <u>Irrepealable Tax; Segregated F@othpliance With Revenue Limits</u> Notes shall not be issued until the tax for operating aimithing threat schools operated by District for the current school year has been voted to be collected to the Notes, or interest thereon, remain unpaid, the afoliasator operation and maintenathed District (including the amount budgeted to pay interest ortels) shall be and continues to be irrepealable. The District shall segregate in a special fund (herei

Section 120.05(3), Wisconsin Statutes, the Sartobbereby appoints any one of its members to discharge the duties of the District as Acting District Clerk in connection with the issuance of the Notes in the event the District Clerk is undetentage such duties due to disability or absence.

10. <u>Trustee</u> Pursuant to the Approving Certification and Officer or the District Officer shall appoint the Trustee that will serve the Mastredenture and each Supplemental Indenture and as fiscal agent, paying agent, registration agent for the Notes.

The District directs and authorizes the paytime ill russive of the ilest on and principal of

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

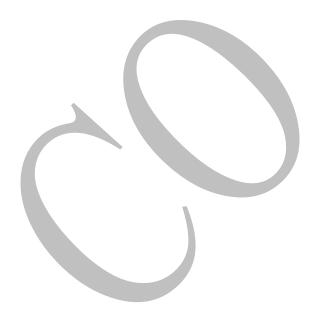
If required under the Rule, the District undeptatives and Material Event Notices as provided in this Section. If a Material Event occurs white sarge Noutstanding, the Clistrial provide or cause to be provided a Material Event Notice in a dimely not in excess of 10 business days to the MSRB through the Electronic Municipal to Manders System available vant.emma.msrb.iorgan electronic format prescribed by the MSRB. Each Material through the so icapet and shall prominently state the date, title and CUSIP reportible Participations. standsherwise required by law and subject to technical and economic feasibilisty; iother Dill employ such methods of information transmission as shall be requested or recommetred ded stoynated recipients of the District's information.

The District's continuing oldinglatereunder to provide Material Event Notices shall terminate immediately once the Notes no longer are outstaired rection, or any provision hereof, shall be null and void in the event that their did idelivers to the MSRB in an open nationally recognized bond counsel to the effect that those proof the Rule which require the specific any such provision, are invalid, have been repealed retroactively or albertoutist ply to the Notes Section may be amended without the conse the of total order, but apply to the delivery by the consection that such amendment and an opimiation of the recognized bond counsel to the effect that such amendment, and giving effect their terminate of this Section and by the District with the Rule.

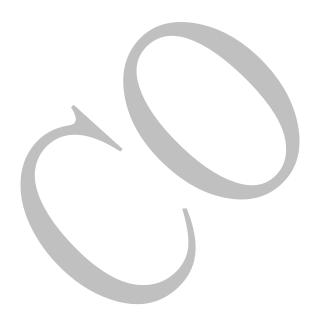
16. Approval of Actions Administrative AgentAll actions previously taken by the officers and agents of the District or this School Bores pecith to the sale and issuance of the Notes and participation in the Program are happroved, confirmed, and ratified officers and agents of the District are hereby authorized and directed, for the and on behalf of the District, to do any and all things, take any and all actions, and exeaute allower ifficates, and other documents which any of them may deem necessary or advisablemmate the lawful issuance and delivery of the Notes, or the related sactions, in accordance with this Resolution.

The District hereby authorizes, approves, and eliAndrinistrative Agent to do any and all things, take any and all actions, and executed roger trictates, agreers, controller Program documents on behalf of the District as macy text whiteer the Masterenture, a Supplemental Indenture, or any other gram documents.

| 17. <u>Conflicting Resolutions; Severability; Effective</u> . Delicipation resolutions, rules or other actions of the School Board or any partia tremetical with the provisions hereof shall be, and the same are, hereby rescinded in softage same may so conflicted event that any one or more provisions hereof shall for any reason be held to directly such illegalitinvalidity shall not affect any other provisions hereof. The fored directly 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 21, 2021. | | | | |
| By: District Presiden-o- | | | | |







CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in **therweith**ioned Note Resolution authenticated on the following date:

| Authentication Date: | |
|----------------------|------------------------|
| | as Trustee, |
| | ByAuthorized Signatory |
| | |
| | |
| | |

Attachment A

Attachment A



ATTACHMENT TO APPROVING CERTIFICATE

Note Purchase Agreement

To be provided by the Underwritiencampolorated into the Certificate.



ATTACHMENT TO APPROVING CERTIFICATE



APPENDIX C-1

The following are the definitions of apitalized terms used in $\delta d\bar{\sigma}$ of the Resolution and not otherwise defined in the Resolution:

1. "Financial Obligation" means a (i) debtrock(liig) alternivative inst



