

ITEMS TO INCLUDE ON AGENDA

CEDAR FALLS COMMUNITY SCHOOL DISTRICT

\$32,900,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2021

- Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent, Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of Same.
- Approval of Tax Exemption Certificate.
- Resolution Authorizing the Terms of Issuance and Providing for and Securing the Payment of School Infrastructure Sales, Services and Use Tax Revenue Bonds.

**NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21
AND THE LOCAL RULES OF THE SCHOOL DISTRICT.**

May 24, 2021

The Board of Directors of the Cedar Falls Community School District, State of Iowa, met in _____ session, in the City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 5:30 P.M., on the above date. There were present President _____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

* * * * *

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF SAME

WHEREAS, pursuant to the provisions of Iowa Code Section 423E.5 and Chapter 423F, \$32,900,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2021 (the "Bonds"), dated June 10, 2021, have been sold and action should now be taken to provide for the maintenance of records, registration of Bonds and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Board has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered Bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the School Board and UMB Bank, N.A.:

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE CEDAR FALLS COMMUNITY SCHOOL DISTRICT:

Section 1. That UMB Bank, N.A. of West Des Moines, Iowa, is appointed to serve as Paying Agent, Bond Registrar, and Transfer Agent in connection with the issuance of \$32,900,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2021, dated June 10, 2021.

Section 2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is approved and that the President and Secretary of the Board of Directors are authorized to sign the Agreement on behalf of the School District.

PASSED AND APPROVED this 24th day of May, 2021.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

RESOLUTION AUTHORIZING AND PROVIDING FOR THE TERMS OF
ISSUANCE AND SECURING THE PAYMENT OF \$32,900,000 SCHOOL
INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BONDS,
SERIES 2021, OF THE CEDAR FALLS COMMUNITY SCHOOL DISTRICT,
STATE OF IOWA, UNDER THE PROVISIONS OF CHAPTERS 423E AND
423F OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF
PAYMENT OF SAID BONDS

WHEREAS, pursuant to Iowa Code Chapters 423E and 423F, the Board of Directors of the Cedar Falls Community School District, State of Iowa, (the "Issuer" or "School District") is currently entitled to receive proceeds of a statewide sales, services and use tax for school infrastructure, the revenue from which is deposited into the State Secure an Advanced Vision for Education Fund and distributed to the Issuer pursuant to Iowa Code Section 423F.2, as amended, and which taxes are and will continue to be collected as set forth therein and are available for the payment of revenue bonds, subject to the following premises; and

WHEREAS, pursuant to Iowa Code Chapters 423E and 423F, and an election duly held in accordance therewith on March 3, 2020, the Board of Directors of the Cedar Falls Community School District, State of Iowa, is currently entitled to spend School Infrastructure Tax Revenues for "school infrastructure" purposes; and

WHEREAS, the School District has complied with the provisions of Iowa Code Section 423F.4 by holding a public hearing on March 8, 2021, with notice published not less than ten nor more than twenty days ahead of that hearing, and did not receive a petition requesting an election on the question of issuing the Bonds; and

WHEREAS, to construct, build, furnish and equip a new high school building and to improve the site, including public infrastructure such as water, sewer and stormwater is hereby found and declared to be an eligible "school infrastructure project" within the meaning of the proposition approved by the electors of the Issuer, and the designated portion of the School Infrastructure Sales, Services and Use Tax Revenue to be used for such projects shall be allocated first to the repayment of School Infrastructure Sales, Services and Use Tax Revenue Bonds issued for the purposes of the Project (as hereinafter defined); and

WHEREAS, Issuer proposes to issue its School Infrastructure Sales Services and Use Tax Revenue Bonds, Series 2021, in the amount of \$32,900,000 (the "Bonds") for the purpose of defraying the costs of the Project, and to pay costs of issuance; and

WHEREAS, in the Prior Bond Resolutions (as hereinafter defined) authorizing the issuance of the Outstanding Bonds (as hereinafter defined), it is provided that additional School Infrastructure Sales, Services and Use Tax Revenue Bonds may be issued on a parity with the Outstanding Bonds, provided that there has been procured and placed on file with the Secretary of the Board of Directors, a statement complying with the conditions and limitations therein imposed upon the issuance of said Parity Bonds; and

WHEREAS, a statement of Speer Financial, Inc., not in the regular employ of the Issuer, has been placed on file in the office of the Secretary of the Board of Directors, showing the

conditions and limitations of said Prior Bond Resolutions, with regard to the sufficiency of School Infrastructure Tax Revenues to permit the issuance of additional School Infrastructure Sales, Services and Use Tax Revenue Bonds ranking on a parity with the Outstanding Bonds to have been met and satisfied as required; and

WHEREAS, pursuant to the provisions of Iowa Code Chapters 423E and 423F, the above-mentioned bonds were authorized to be issued and sold and action should now be taken to issue the bonds conforming to the terms and conditions of the best bid received at the sale.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE CEDAR FALLS COMMUNITY SCHOOL DISTRICT IN THE COUNTY OF BLACK HAWK, STATE OF IOWA:

Section 1. Definitions. The following terms with or without capitalization shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Act" shall mean Iowa Code Chapters 423E and 423F, as from time to time amended and supplemented.
- "Additional Bonds" shall mean any school infrastructure sales, services and use tax revenue bonds issued on a parity with the Bonds in accordance with the provisions of this Resolution.
- "Bond(s)" shall mean \$32,900,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2021, authorized to be issued by this Resolution.
- "Bond Fund" shall mean the Sinking Fund.
- "Bond Proceeds" shall mean the amount actually received from the sale of the Bonds and paid to the Issuer on the Closing Date.
- "Closing Date" shall mean the date of the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Debt Service Fund" shall mean the Sinking Fund.
- "Economic Refunding" shall mean the sale and issuance of refunding bonds issued to discharge and satisfy all or a part of the Bonds or the Outstanding Bonds in accordance with Section 19 of this Resolution, and to pay costs of issuance. The refunding must (i) produce annual debt service on the refunding bonds not greater than the total (remaining) debt service on the refunded bonds; (ii) shall not have a payment in any Fiscal Year (through maturity of the new bonds) that is greater than the payment on the Bonds or Outstanding Bonds being refunded, and (iii) shall not extend the final maturity of the refunded bonds.

- "Fiscal Year" shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the Issuer. Requirements of a Fiscal Year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the Fiscal Year and include any payment of principal or interest falling due on the first day of the succeeding Fiscal Year, except to the extent of any conflict with the terms of the Outstanding Bonds while the same remain outstanding.

- "Governing Body" shall mean the Board of Directors of the School District.

- "Independent Auditor" shall mean an independent firm of Certified Public Accountants, an independent financial advisor, or the Auditor of State.

- "Issuer" and "School District" shall mean the Cedar Falls Community School District.

- "Outstanding Bonds" shall mean collectively, the \$15,580,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2016 dated November 21, 2016, issued in accordance with its related Prior Bond Resolution, of which \$9,920,000 of the bonds are still outstanding and unpaid and remain a lien on the School Infrastructure Tax Revenues, and \$10,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2019 dated November 12, 2019, issued in accordance with its related Prior Bond Resolution, of which \$8,825,000 of the bonds are still outstanding and unpaid and remain a lien on the School Infrastructure Tax Revenues.

- "Parity Bonds" shall mean School Infrastructure Sales, Services and Use Tax Revenue Bonds, notes or other obligations payable solely from the School Infrastructure Tax Revenues on an equal basis with the Bonds herein authorized to be issued and shall include the Outstanding Bonds, the Bonds, and Additional Bonds as authorized to be issued under the terms of this Resolution.

- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.

- "Permitted Investments" shall mean any investments permitted in Iowa Code Chapter 12B or Section 12C.9. All interim investments must mature before the date on which the moneys are required for payment of principal and interest on the Bonds or project costs.

- "Principal Drawing" shall mean the drawing under the Bond as provided in Section 5 of this Resolution.

- "Prior Bond Resolutions" shall mean collectively, certain resolutions adopted by the Issuer on November 14, 2016 authorizing the issuance of the Series 2016 Bonds, and on October 28, 2019, authorizing the issuance of the Series 2019 Bonds.
- "Project" shall mean a school infrastructure project as authorized by the electors at the election held March 3, 2020 and the Act, including construct, build, furnish and equip a new high school building and to improve the site, including public infrastructure such as water, sewer and stormwater.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.
- "Purchaser" shall mean Regions Capital Advantage, Inc., a Tennessee corporation, who is a lender.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate and as provided in Section 20 of this Resolution.
- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.
- "Reserve Fund" shall mean the reserve fund established in Section 15 of this Resolution.
- "Reserve Fund Requirement" shall mean an amount equal to the lesser of (a) the maximum amount of the principal and interest coming due on any Additional Bonds secured by the Reserve Fund; (b) 10% of the stated principal amount of any Additional Bonds secured by the Reserve Fund (for issues with original issue discount the issue price as defined in the Tax Exemption Certificate shall be substituted for the stated principal amount) or (c) 125% of the average principal and interest coming due on any Additional Bonds secured by the Reserve Fund. For purposes of this definition: (1) "issue price" shall be substituted for "stated principal amount" for issues with original issue discount or original issue premium of more than a de minimus amount and (2) stated principal amount shall not include any portion of an issue refunded or advance refunded by a subsequent issue. The Bonds are not secured by the Reserve Fund.
- "Revenue Fund" shall mean the revenue fund established in Section 15 of this Resolution.
- "School Infrastructure Tax" shall mean the School District's portion of the one percent (1%) sales, services and use tax imposed by the State of Iowa for school infrastructure purposes which must be deposited into the State Secure an Advanced Vision for Education Fund and distributed to the Issuer pursuant to Iowa Code Section 423F.2, as amended.

- "School Infrastructure Tax Revenues" shall mean all of the revenues received by the Issuer in each Fiscal Year from the imposition of the School Infrastructure Tax (including, without limitation, any revenues received by the Issuer from interest and penalties on delinquent collections of the School Infrastructure Tax).

- "Secretary" shall mean the Secretary of the Board of Directors of the School District, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.

- "Sinking Fund" shall mean the sinking fund established in Section 15 of this Resolution.

- "State" shall mean the State of Iowa.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the Secretary and delivered at the time of issuance and delivery of the Bonds.

- "Treasurer" shall mean the Treasurer of the School District or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

- "Yield Restricted" shall mean any amount required to be invested at a yield that is not materially higher than the yield on the Bonds under Section 148(a) of the Internal Revenue Code or regulations issued thereunder.

Section 2. Authority. The Bonds authorized by this Resolution shall be issued pursuant to Iowa Code Section 423E.5 and Iowa Code Chapter 423F and be in compliance with all applicable provisions of the Constitution and laws of the State of Iowa.

Section 3. Authorization and Purpose. School Infrastructure Sales, Services and Use Tax Revenue Bonds of the School District in an amount not to exceed \$32,900,000 are hereby authorized and issued pursuant to the provisions of Iowa Code Section 423E.5 and Iowa Code Chapter 423F for the aforesaid purposes, and the provisions of a subsequent purchase agreement which is approved and made a part hereof by reference. The Bonds shall be designated "SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BOND, SERIES 2021," be dated the date of delivery, and bear interest on the outstanding principal at a rate of 2.1400%, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2021 and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

Section 4. Source of Payment. The Bonds herein authorized and the interest thereon shall be payable solely and only from the School Infrastructure Tax Revenues and shall be a first lien on the future School Infrastructure Tax Revenues received by the Issuer under the Act. The Bonds shall not be general obligations of the Issuer nor shall the Issuer's full faith and credit and taxing power be pledged to the payment thereof. The Issuer is not obligated to levy any ad valorem taxes nor to expend any moneys of the Issuer to pay the Bonds, except the School Infrastructure Tax

Revenues pledged under this Resolution. The Issuer shall be in no manner liable by reason of the failure of the School Infrastructure Tax Revenues to be sufficient for the payment of the Bonds.

Section 5. Bond Details, Execution, Mandatory Redemptions, and Principal Drawings

(a) Bond Details. Bond proceeds may be delivered in one or more installments ("Principal Drawing"). The Bond shall be dated the date of delivery of the first Principal Drawing. The Purchaser shall make Principal Drawing advances in the minimum amounts outlined in subparagraph (c) below (the "Minimum Principal Draw Schedule"). Notwithstanding the foregoing, the Issuer may request and the Purchaser may advance proceeds of the Bond more quickly than as set forth on the Minimum Principal Draw Schedule, by submitting a Principal Drawing Request (a "Principal Draw Request") in writing to the Purchaser in substantially the form of Exhibit A attached hereto. Advances made in addition to the Minimum Principal Draw Schedule shall reduce the Principal Drawings amounts listed in the Minimum Principal Draw Schedule commensurately, in order of Principal Draw Date.

The Bond shall bear interest on the outstanding aggregate principal balance at the rate of 2.1400% per annum applicable to the outstanding principal amount under the Bond, payable commencing December 1, 2021, and on the first day of June and December thereafter at the office of the Paying Agent, to be calculated on the basis of a 360 day year of twelve 30-day months and the actual number of days elapsed. The Bond shall mature on June 1, 2039.

The Purchaser shall maintain a schedule of the dates and amounts of Principal Drawings, and the dates and amounts of interest payments and repayments on Principal Drawings. Purchaser shall provide the Issuer, upon written request of the Issuer, a copy of such schedule, not more than one time per year during the term of the Bond, brought down to date as of the first day of June.

(b) Execution and Mandatory Redemptions. The Bond shall be executed by the manual or facsimile signature of the President of the Board and counter-signed by the manual or facsimile signature of the Secretary and shall be fully registered as to both principal and interest as provided in this Resolution; principal and interest shall be payable at the office of the Paying Agent by mailing of a check or wire transfer to the registered owner of the Bond. In the absence of the President, the President Pro Tem is authorized to act in the capacity of the President to carry out the provisions of this Resolution.

The Bonds shall be in the denomination of \$100,000 or integral multiples of \$5,000 in excess thereof. Notwithstanding anything contained herein or in the Bonds, the Bonds shall not need to be presented for payment except upon final maturity or redemption in full. Said Bonds shall mature and bear interest as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1</u>
\$32,900,000	2.140%	2039 ⁽¹⁾

⁽¹⁾Term Bonds Maturing June 1, 2039. Bonds in the aggregate principal amount of \$32,900,000 shall be issued as a single Term Bond maturing as to principal on June 1, 2039, shall

bear interest at 2.140% per annum and shall be subject to mandatory redemption and payment at par and accrued interest in the principal amounts in each of the years as set forth as follows:

The 2039 Term Bond

<u>Principal Amount of Mandatory Redemption</u>	<u>Interest Rate</u>	<u>Date of Redemption June 1</u>
\$1,500,000	2.140%	2022
1,000,000	2.140	2023
750,000	2.140	2024
850,000	2.140	2025
850,000	2.140	2026
850,000	2.140	2027
850,000	2.140	2028
600,000	2.140	2029
1,500,000	2.140	2030
2,700,000	2.140	2031
2,695,000	2.140	2032
2,695,000	2.140	2033
2,695,000	2.140	2034
2,695,000	2.140	2035
2,695,000	2.140	2036
2,695,000	2.140	2037
2,695,000	2.140	2038
2,585,000	2.140	2039*

* Final Maturity

(c) Principal Drawing. After June 10, 2021, whenever the Issuer wants to make a Principal Drawing, the Issuer shall deliver to the Purchaser a Principal Draw Request. Such request must be made at least five (5) Business Days prior to the Principal Drawing. The request must be signed by the Secretary. Principal Drawings will be disbursed to the Issuer in accordance with written instructions provided by the Issuer at closing. The specimen signature of the Secretary is set forth on Exhibit B.

As advances are made on the Bond, in accordance with the Minimum Principal Draw Schedule and any Principal Draw Requests, the principal amount of the Bond shall be increased commensurately. The Issuer agrees that no draws on the Bond shall be made after June 1, 2022. The Issuer shall be permitted to submit no more than one Principal Draw Request per calendar month. Principal Draw Requests shall be in amounts of not less than \$1,000,000. Principal Draw Requests should be submitted by electronic mail to bo.buckner@regions.com. Notwithstanding the foregoing, the final Principal Draw Request may be for an amount less than \$1,000,000, in the event amounts available for disbursement under the Bond total less than \$1,000,000.

In any case where the date in which a draw to be made pursuant to the Minimum Principal Draw Schedule or a Principal Draw Request occurs on a Saturday, Sunday, legal holiday, a day on which banking institutions are authorized by law to close, or a day on which the Federal Reserve Bank is closed, then such Principal Draw Request may be made on the succeeding business day.

Minimum Principal Draw Schedule

The Purchaser is hereby directed to advance proceeds of the Bonds to the Issuer on the dates and in the amounts set forth below, except to the extent any amount is reduced by the submission by the Issuer of a Principal Draw Request in accordance with the terms hereof.

<u>Principal Draw Date</u>	<u>Amount</u>
June 10, 2021	\$5,040,000
September 1, 2021	\$8,415,000
December 1, 2021	\$7,030,000
March 1, 2022	\$6,075,000
June 1, 2022	\$6,340,000

After June 10, 2021, the Issuer may draw the above indicated amounts before the listed Principal Draw Date but not later than the listed Principal Draw Date. In the event the amounts set forth in the Minimum Principal Draw Schedule have not been drawn by the Issuer on the applicable dates the Purchaser shall advance such amounts to the Issuer on such date to an account of the Issuer provided in writing in the closing certificates executed in connection with the Bonds, and such amounts shall be added to the principal amount of the Bond outstanding.

In connection with the receipt of Principal Draw Requests and the disbursement of proceeds of the Bonds, the Purchaser may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so.

The Issuer acknowledges and agrees that the Purchaser will not release funds as outlined above on any Principal Draw Request until it receives verbal approval via telephone from the Secretary or Supervisor of Financial Services at the phone numbers listed on Exhibit B.

Section 6. Optional Redemption. Bonds maturing after June 1, 2031, may be called for optional redemption by the Issuer on June 1, 2031, and on any date thereafter and paid before maturity from any funds regardless of the source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot by giving thirty days' written notice of redemption to the registered owner of the Bond at the address shown on the books of the Registrar. Failure to give such written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. The terms of redemption will be par, plus accrued interest to date of call. Written notice will be deemed completed upon transmission to the owner of record of the Bond.

The principal amount of Term Bonds may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Bonds credited in inverse order of scheduled mandatory redemption dates.

Section 7. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds (the "Registration Books"), and in no other way. UMB Bank, N.A. of West Des Moines, Iowa is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. The Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds and for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be canceled by the Registrar. All Bonds which are canceled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the canceled Bonds to the Issuer.

f) Non-Presentation of Bonds. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Bonds is returned to the Paying Agent or is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two (2) years interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 9. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Bond shall surrender the Bond to the Paying Agent.

Section 10. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the President and Secretary shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate

herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 11. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 12. Form of Bond. Bonds shall be printed substantially in the form as follows:

(Form of Bond)

"Registered"

"Registered"

R-1

Not to Exceed \$32,900,000

**STATE OF IOWA
CEDAR FALLS COMMUNITY SCHOOL DISTRICT
COUNTY OF BLACK HAWK
SCHOOL INFRASTRUCTURE SALES, SERVICES AND
USE TAX REVENUE BONDS, SERIES 2021**

<u>Rate</u>	<u>Maturity</u>	<u>Bond Date</u>
2.140%	June 1, 2039	June 10, 2021

The Cedar Falls Community School District, in the County of Black Hawk, State of Iowa, a school corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

**REGISTERED OWNER:
REGIONS CAPITAL ADVANTAGE, INC.
FIN: _____**

or registered assigns, the aggregate unpaid principal balance which shall not exceed **THIRTY TWO MILLION NINE HUNDRED THOUSAND DOLLARS** in lawful money of the United States of America, on the maturity date shown above, as provided in the Bond Resolution (hereafter described) at the designated office of UMB Bank, N.A. of West Des Moines, Iowa, Paying Agent of this issue, or successor with interest on the unpaid principal balance from the date hereof until paid at the per annum rate specified above, payable on December 1, 2021, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the outstanding principal amount under the Bond on the basis of a 360-day year of twelve 30-day months.

This Bond is issued pursuant to the provisions of Iowa Code Section 423E.5 and Iowa Code Chapter 423F, as amended, for the purpose of paying costs of a School Infrastructure Project defined in and in conformity with the Act and to a Resolution of the Board of Directors of the Issuer, duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Bond is payable, a statement of the conditions under which additional bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Bond is issued, reference is made to the above-described Resolution.

Bonds maturing after June 1, 2031, may be called for optional redemption by the Issuer on June 1, 2031, and on any date thereafter and paid before maturity from any funds regardless of the source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot by giving thirty days' written notice of redemption to the registered owner of the Bond at the address shown on the books of the Registrar. Failure to give such written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. The terms of redemption will be par, plus accrued interest to date of call. Written notice will be deemed completed upon transmission to the owner of record of the Bond. Notwithstanding anything contained herein this Bond shall not need to be presented for payment except upon final maturity or redemption in full.

The principal amount of this Term Bond may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Bonds credited in inverse order of scheduled mandatory redemption dates.

Term Bonds maturing in 2039 are subject to mandatory redemption and payment at par and accrued interest, in the principal amounts set forth below, on June 1 of the years 2022 to 2039, inclusive:

<u>The 2039 Term Bond</u>		
<u>Principal Amount of Mandatory Redemption</u>	<u>Interest Rate</u>	<u>Date of Redemption June 1</u>
\$1,500,000	2.140%	2022
1,000,000	2.140	2023
750,000	2.140	2024
850,000	2.140	2025
850,000	2.140	2026
850,000	2.140	2027
850,000	2.140	2028
600,000	2.140	2029
1,500,000	2.140	2030
2,700,000	2.140	2031
2,695,000	2.140	2032
2,695,000	2.140	2033
2,695,000	2.140	2034
2,695,000	2.140	2035
2,695,000	2.140	2036
2,695,000	2.140	2037
2,695,000	2.140	2038
2,585,000	2.140	2039*

* Final Maturity

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon

presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered bondholders of such change. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Bond Resolution.

This Bond and the series of which it forms a part, and any additional bonds which may be hereafter issued and outstanding from time to time on a parity with said Bonds, as provided in the Bond Resolution of which notice is hereby given and is hereby made a part hereof, are payable from and secured solely and only by a pledge of certain School Infrastructure Tax Revenues as defined and provided in said Resolution. The School District covenants and agrees that it will allocate such School Infrastructure Tax Revenues to a sinking fund to meet the principal of and interest on this series of Bonds, and other bonds ranking on a parity therewith, as the same become due.

This Bond is not a general obligation of the Issuer nor is the Issuer's full faith and credit and taxing power pledged to the payment hereof. The Issuer is not obligated to levy any ad valorem taxes nor to expend any moneys of the Issuer to pay this Bond, except the School Infrastructure Tax Revenues pledged under the Resolution. Under no circumstances shall the School District be in any manner liable by reason of the failure of said School Infrastructure Tax Revenues to be sufficient for the payment hereof.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, said School District by its Board of Directors has caused this Bond to be signed by the manual or facsimile signature of its President and attested by the manual or facsimile signature of its Secretary, and authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A. of West Des Moines, Iowa.

Date of authentication: **Closing Date**

This is one of the Bonds described in the Resolution, as registered by UMB Bank, N.A. of West Des Moines, Iowa.

UMB BANK, N.A. OF WEST DES MOINES,
IOWA, Registrar

BOARD OF DIRECTORS OF THE CEDAR
FALLS COMMUNITY SCHOOL DISTRICT IN
THE COUNTY OF BLACK HAWK, STATE OF
IOWA

By: (manual or facsimile signature)
President of the Board

ATTEST:

By: _____
Authorized signature

By: (manual or facsimile signature)
Secretary of the Board

Registrar and Transfer Agent: UMB Bank, N.A.

Paying Agent: UMB Bank, N.A.

(Seal)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) this Bond and constitutes and appoints _____ attorney in fact to transfer this Bond on the books kept for registration of this Bond, with full power of substitution in the premises.

Dated _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE GUARANTEED) _____

IMPORTANT - READ CAREFULLY

Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent which may require signatures to be guaranteed by certain eligible guarantor institutions which participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

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

(State)

shall prevail until such time as the Outstanding Bonds authorized by said resolutions have been paid in full or otherwise satisfied as therein provided at which time the provisions of this Resolution shall again prevail.

As long as any of the Outstanding Bonds, the Bonds or Parity Bonds shall be outstanding and unpaid either as to principal or interest, or until all of the Bonds and Parity Bonds then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, all of the School Infrastructure Tax Revenues shall be deposited as collected with the Issuer in a special fund to be known as the Cedar Falls Community School District School Infrastructure Sales and Services Tax Revenue Fund (the "Revenue Fund"), to be held by the Issuer and shall be disbursed in the following priority and only as follows:

1. Sinking Fund. The provisions in the Prior Bond Resolutions, whereby there was created and is to be maintained a Sinking Fund, to be held by or on behalf of the Issuer and for the monthly payment into said fund from future School Infrastructure Tax Revenues such portion thereof as will be sufficient to meet the principal and interest of the Outstanding Bonds are hereby ratified and confirmed; provided, however, that the amounts to be set aside and paid into the Sinking Fund in equal monthly installments from the earnings shall be sufficient to pay the principal and interest due each year, not only on the Outstanding Bonds, but also the principal and interest of the Bonds herein authorized to be issued. The required amount to be deposited in the Sinking Fund in any month shall be the equal monthly amount necessary to pay in full the installment of interest coming due on the next interest payment date on the Outstanding Bonds, and the then outstanding Bonds and Parity Bonds plus the equal monthly amount necessary to pay in full the installment of principal coming due on such Outstanding Bonds, Parity Bonds, and the Bonds on the next succeeding principal payment date until the full amount of such installment is on hand. If for any reason the amount on hand in the Sinking Fund exceeds the required amount, the excess shall forthwith be withdrawn and paid into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Outstanding Bonds, the Bonds and Parity Bonds as the same shall become due and payable. Accrued interest, if any, shall be deposited in the Sinking Fund.

2. Reserve Fund. The provisions in the Prior Bond Resolutions whereby there was created and is to be maintained a debt service reserve account, and any subaccounts, in an amount equal to the Reserve Fund Requirement for Additional Bonds, if required, is hereby ratified and confirmed. The Reserve Fund shall be used solely for the purpose of paying principal at maturity of or interest on the Additional Bonds when insufficient money shall be available in the Sinking Fund. The Reserve Fund is not pledged or otherwise held for the benefit of the purchasers of the Outstanding Bonds or the Bonds. A future Reserve Fund may be established for Additional Bonds to secure the repayment of such Additional Bonds at the option of the Issuer and the terms and conditions of the purchase of such Additional Bonds. Such future Reserve Fund shall not be pledged or otherwise held for the benefit of the purchasers of the Outstanding Bonds or the Bonds.

3. Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other

obligations which by their terms shall be payable from the School Infrastructure Tax Revenues, but subordinate to the Bonds and Parity Bonds.

4. Surplus Revenue. Any remaining money may be used to pay or redeem any of the Bonds or Parity Bonds or may be transferred to the Project Fund to be used for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which said funds are listed, on a cumulative basis on or before the 15th day of each month, or on the next succeeding business day when the 15th shall not be a business day; and if in any month the money in the Revenue Fund (including the Sinking Fund or the Reserve Fund), shall be insufficient to deposit or transfer the required amount in any of said funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full. The Issuer may establish various subaccounts within each fund established by the Prior Bond Resolutions or this Resolution.

Failure to make such allocation and payment without cure within thirty days shall constitute an event of default under this Resolution.

Section 16. Investments. Moneys on hand in the Project Fund and all of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation, or its equivalent successor, and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with the State Sinking Fund provided under Iowa Code Chapter 12C, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided but in no event maturing in more than three years in the case of the Reserve Fund. The provisions of this Section shall not be construed to require the Issuer to maintain separate accounts for the funds created by this Section.

The Sinking Fund and the Reserve Fund shall be segregated in a separate account but may be invested in the same manner as other funds of the School District but designated as a trust fund on the books and records of the School District. The Sinking Fund and Reserve Fund, shall not be available for any other purposes other than those specified in this Resolution.

All income derived from such investments in the Revenue Fund shall be regarded as School Infrastructure Tax Revenues.

Earnings on investments of the Project Fund shall be deposited in and expended from the Project Fund.

Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 17. Covenants of the Issuer. The Issuer hereby covenants and agrees with each and every holder of the Bonds and Parity Bonds that:

a) The Issuer will administer, enforce and collect, or cause to be administered, enforced and collected, the School Infrastructure Tax Revenues and the School Infrastructure Tax and shall take all reasonable actions that may be permitted by law to collect delinquent payments or to cause delinquent payments to be collected in accordance with law.

b) The Issuer will keep or cause to be kept books and records showing the proceeds of the School Infrastructure Tax Revenues, in which complete entries shall be made in accordance with standard principles of accounting, and any owner of any of the Bonds shall have the right at all reasonable times to inspect such books and records.

c) The Issuer shall, to the extent permitted by law, defend the validity and legality of this Resolution, the School Infrastructure Tax and the School Infrastructure Tax Revenues against all claims, suits and proceedings which would diminish or impair the School Infrastructure Tax Revenues as security for the Bonds.

d) The Issuer, acting by and through its officers, or otherwise, shall faithfully and punctually perform, or caused to be performed, all duties with respect to the School Infrastructure Tax required by the Constitution and laws of the State of Iowa and the various ordinances, resolutions and contracts of the Issuer, including, without limitation, the proper segregation of the proceeds of the Bonds and the School Infrastructure Tax Revenues and their application from time to time to the respective funds provided therefore.

e) At any and all times the Issuer shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurance as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular, the School Infrastructure Tax Revenues and other funds and accounts hereby pledged or assigned, or intended so to be, or which the Issuer may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Resolution. The Issuer, acting by and through its officers, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the School Infrastructure Tax Revenues and other funds and accounts pledged hereunder and all the rights and every owner of any of the Bonds against all claims and demands of all persons whomsoever.

f) The Issuer, its officers, agents and employees, shall not take any action in such manner or to such extent as might prejudice the security for the payment of the Bonds according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any registered owner of any Bond or other security payable from the School Infrastructure Tax Revenues might be prejudicially and materially impaired or diminished.

g) Each Issuer officer or employee having custody of any School Infrastructure Tax Revenues, or responsible for their handling, shall be bonded at all times, which bond shall be conditioned upon the proper application of said moneys.

h) The Governing Body of the Issuer shall approve and conduct operations pursuant to a system budget of revenues and current expenses for each Fiscal Year. Such budget shall take into account revenues and current expenses during the current and last preceding Fiscal Years. Copies of such budget and any amendments thereto shall be mailed to the Purchaser and to the Bondholders upon request.

i) If unavailable on EMMA, the Issuer shall annually provide to the Purchaser and any other registered owner of the Bonds, (A) current, audited financial statements by April 15 after the close of the Issuer's Fiscal Year, (B) annual Issuer student enrollment and both actual annual Issuer and statewide sales, service and use tax collections by April 15 after the end of each of the Issuer's fiscal years, (C) annual Issuer actual valuations, taxable valuations, tax extensions and collections, principal taxpayers and property tax rates for the District, and (D) upon request, such other financial information as the Purchaser or other registered owner of Bonds may reasonably request. If the audited financial statements are unavailable within that time frame, Issuer shall provide such notice of the unavailability to the Purchaser or other registered owner of the Bonds and shall provide such audited financial statements to the Purchaser or other registered owner of the Bonds when they become available. Failure to provide audited financial statements as required by this section shall not be considered a default under this Resolution.

j) The Governing Body of the Issuer shall not take any action with respect to the Issuer's current Revenue Purpose Statement, as such term is used in Iowa Code Section 423F.3, authorizing the uses of the School Infrastructure Tax Revenues, as approved by the voters of the Issuer on March 3, 2020, which would impair the ability or authority of the Issuer to apply School Infrastructure Tax Revenues to the payments of principal and interest on the Bonds and Parity Bonds.

Notwithstanding anything in this Section to the contrary, none of the foregoing covenants of the Issuer with respect to the School Infrastructure Tax Revenues shall obligate the Issuer to undertake or perform any duty, task or obligation to be performed by the State of Iowa or a county or its Board of Supervisors under the terms of the Act or other provision of the Code of Iowa, as from time to time amended.

Section 18. Remedies of Bondholders. Except as herein expressly limited the holder or holders of the Bonds and Parity Bonds shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Bonds or Parity Bonds and interest thereon, and of the pledge of the revenues made hereunder, and of all covenants of the Issuer hereunder.

Section 19. Prior Lien and Parity Bonds; Subordinate Obligations. So long as the Series 2016 Bonds are outstanding and remain a lien on the School Infrastructure Tax Revenues, Section 19 of the resolution authorizing the Series 2016 Bonds shall apply; thereafter, and so long as the

Series 2019 Bonds are outstanding and remain a lien on the School Infrastructure Tax Revenues, Section 19 of the resolution authorizing the Series 2019 Bonds shall apply; and thereafter, and so long as the Bonds are outstanding and remain a lien on the School Infrastructure Tax Revenues, this Section shall apply.

The Issuer will issue no other Additional Bonds or obligations of any kind or nature payable from or enjoying a lien or claim on the School Infrastructure Tax Revenues having priority over the Outstanding Bonds, the Bonds or Parity Bonds.

Additional Bonds may be issued on a parity and equality of rank with the Outstanding Bonds, the Bonds and any Parity Bonds with respect to the lien and claim of such Additional Bonds to the School Infrastructure Tax Revenues and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise:

a) For the purpose of refunding any of the Bonds or Parity Bonds outstanding so long as the refunding is an Economic Refunding, without complying with subsection (b) below.

b) For the purpose of refunding any Bonds or Parity Bonds outstanding, or for other lawful purposes, before any such Additional Bonds ranking on a parity are issued, there will have been procured and filed with the Secretary, a statement of an Independent Auditor reciting the opinion based upon necessary investigations that the School Infrastructure Tax Revenues for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.20 times the maximum amount that will be required in any Fiscal Year for the payment of both principal of and interest on all Bonds or Parity Bonds then outstanding which are payable from the School Infrastructure Tax Revenues and the Additional Bonds then proposed to be issued.

For the purpose of determining the School Infrastructure Tax Revenues for the preceding Fiscal Year, the amount of the revenues for such year may be adjusted by the Independent Auditor to reflect: (1) any revision of the rate of the School Infrastructure Tax as if such revision had been in effect during all of such preceding Fiscal Year; and (2) the current level at which the State funds the Statewide Average Revenue Per Student then in effect for the year in which the Additional Bonds are issued. For the purpose of determining the School Infrastructure Tax Revenues for the preceding Fiscal Year, the amount of revenues for such year may be adjusted by the Independent Auditor to reflect the most recent certified enrollment count of students for the School District.

c) the Additional Bonds must be payable as to principal and as to interest on the same month and day as the Bonds herein authorized.

d) for the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

e) the Reserve Fund for Additional Bonds, if required, must be fully funded as of the date of issue of the Additional Bonds.

The Issuer may not issue any bonds, notes, or other obligations that are subordinate to the Bonds ("Subordinate Obligations") unless it has obtained a statement of an Independent Auditor reciting the opinion based upon necessary investigations that the School Infrastructure Tax Revenues for the preceding Fiscal Year (with adjustments as provided in paragraph (b)(i) of this Section) were at least equal to the maximum amount that will be required in any Fiscal Year for both principal of and interest on all Bonds, Parity Bonds, and Subordinate Obligations then outstanding which are payable from School Infrastructure Tax Revenues and the bonds, notes, or other obligations then proposed to be issued.

Section 20. Disposition of Bond Proceeds; Arbitrage Not Permitted. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of said Bonds it will comply with the requirements of said statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Secretary is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

The Issuer covenants that it will treat as Yield Restricted any proceeds of the Bonds remaining unexpended after three years from the issuance and any other funds required by the Tax Exemption Certificate to be so treated. If any investments are held with respect to the Bonds and Parity Bonds, the Issuer shall treat the same for the purpose of restricted yield as held in proportion to the original principal amounts of each issue.

The Issuer covenants that it will exceed any investment yield restriction provided in this Resolution only in the event that it shall first obtain an opinion of recognized bond counsel that the proposed investment action will not cause the bonds to be classified as arbitrage bonds under Section 148 of the Internal Revenue Code or regulations issued thereunder.

The Issuer covenants that it will proceed with due diligence to spend the proceeds of the Bonds for the purpose set forth in this Resolution. The Issuer further covenants that it will make no change in the use of the proceeds available for the construction of facilities or change in the use of any portion of the facilities constructed therefrom by persons other than the Issuer or the general public unless it has obtained an opinion of bond counsel or a revenue ruling that the proposed project or use will not be of such character as to cause interest on any of the Bonds not to be exempt from federal income taxes in the hands of holders other than substantial users of the project, under the provisions of Section 142 of the Internal Revenue Code of the United States, related statutes and regulations.

Section 21. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

If a registered owner of Bonds receives notice, in any form, from the Internal Revenue Service that such owner may not exclude interest on the Bonds from federal gross income because the Issuer breached a covenant contained in Section 20 or 21 of this Resolution (including in the Tax Exemption Certificate incorporated herein by reference), then the Issuer shall pay to the registered owners of the Bonds so affected, within thirty (30) days after a registered owner of Bonds notifies the Issuer of such determination, the amount which, with respect to interest on the Bonds previously paid, will restore to the owners of the Bonds interest thereon at the Taxable Rate (as herein defined). Additionally, the Issuer agrees that upon the occurrence of such an event, it shall thereafter pay interest on the Bonds at the rate of interest equal to the Taxable Rate notwithstanding any other provision of this Resolution or the Bonds that may be to the contrary. As used herein, the term "Taxable Rate" shall mean 2.79% per annum.

Section 22. Not Qualified Tax-Exempt Obligations. The Bonds shall not be designated as qualified tax-exempt obligations as defined by Section 265(b) of the Internal Revenue Code of the United States, as amended.

Section 23. Discharge and Satisfaction of Bonds. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Bonds and Parity Bonds, or any of them, in any one or more of the following ways:

a) By paying the Bonds or Parity Bonds when the same shall become due and payable; and

b) By depositing in trust with the Treasurer, or with a corporate trustee designated by the Governing Body for the payment of said obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which said obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Bonds or Parity Bonds shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 24. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Bonds and Parity Bonds, and after the issuance of any of the Bonds no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Bonds and Parity Bonds, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 25. Amendment of Resolution Without Consent. The Issuer may, without the consent of or notice to any of the holders of the Bonds and Parity Bonds, amend or supplement this Resolution for any one or more of the following purposes:

a) to cure any ambiguity, defect, omission or inconsistent provision in this Resolution or in the Bonds or Parity Bonds; or to comply with any applicable provision of law or regulation of federal or state agencies; provided, however, that such action shall not materially adversely affect the interests of the holders of the Bonds or Parity Bonds;

b) to change the terms or provisions of this Resolution to the extent necessary to prevent the interest on the Bonds or Parity Bonds from being includable within the gross income of the holders thereof for federal income tax purposes;

c) to grant to or confer upon the holders of the Bonds or Parity Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the bondholders;

d) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution; or

e) to subject to the lien and pledge of this Resolution additional pledged revenues as may be permitted by law.

Section 26. Amendment of Resolution Requiring Consent. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not less than two-thirds in principal amount of the Bonds and Parity Bonds at any time outstanding (not including in any case any bonds which may then be held or owned by or for the account of the Issuer, but including such refunding bonds as may have been issued for the purpose of refunding any of such bonds if such refunding bonds shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

a) Make any change in the maturity or interest rate of the Bonds, or modify the terms of payment of principal of or interest on the Bonds or any of them or impose any conditions with respect to such payment;

b) Materially affect the rights of the holders of less than all of the Bonds and Parity Bonds then outstanding; and

c) Reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required to effect a further amendment.

Whenever the Issuer shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Purchaser and to be mailed by certified mail to each registered owner of any Bond as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the Secretary.

Whenever at any time within one year from the date of the mailing of said notice there shall be filed with the Secretary an instrument or instruments executed by the holders of at least two-thirds in aggregate principal amount of the Bonds then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed amendatory Resolution described in said notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the governing body of the Issuer may adopt such amendatory Resolution and such Resolution shall become effective and binding upon the holders of all of the Bonds and Parity Bonds.

Any consent given by the holder of a bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same bond during such period. Such consent may be revoked at any time after six months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the Secretary.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the bonds held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the bonds described in such certificate.

Section 27. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 28. Successor Clause. The Issuer will maintain its corporate existence, and in the event of reorganization of any kind, the resolutions and the obligations of the Issuer are binding upon any successor or assigns.

Section 29. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect from and after its adoption.

PASSED AND APPROVED this 24th day of May, 2021.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF BLACK HAWK

)

I, the undersigned Secretary of the Board of Directors of the Cedar Falls Community School District, in the County of Black Hawk, State of Iowa (the "School District"), do hereby certify that attached is a true and complete copy of the portion of the corporate records of the School District showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that the meeting and all action was duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the School District or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand this _____ day of _____, 2021.

Secretary of the Board of Directors of the
Cedar Falls Community School District

EXHIBIT A

**PRINCIPAL DRAW REQUEST
CEDAR FALLS COMMUNITY SCHOOL DISTRICT
SCHOOL INFRASTRUCTURE SALES, SERVICES AND
USE TAX REVENUE BONDS, SERIES 2021 (the "Bonds")**

Request No. ____

Regions Capital Advantage, Inc. (the "Purchaser")
1900 Fifth Avenue North, Suite 2400
Birmingham, AL 35203
Email: bo.buckner@regions.com
Fax: (205) 264-4800

DATE: _____

This represents a Principal Draw Request in the total amount of \$_____ (the "Principal Draw Request Amount") for disbursement of proceeds of the above referenced Bonds. This Principal Draw Request is submitted in accordance with Section 5 of the Resolution of the Board of Directors of Cedar Falls Community School District (the "Issuer") titled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE TERMS OF ISSUANCE AND SECURING THE PAYMENT OF \$32,900,000 SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BONDS, SERIES 2021, OF THE CEDAR FALLS COMMUNITY SCHOOL DISTRICT, STATE OF IOWA, UNDER THE PROVISIONS OF CHAPTERS 423E AND 423F OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID BONDS (the "Resolution").

The undersigned certifies that:

(1) there exists no event of default under the Bonds or the Resolution, nor does there exist any circumstance which, with the passage of time or the giving of notice, or both, would become an event of default under the Bonds or the Resolution; and

(2) the payment requested is for a legally permissible purpose in accordance with the Act (as defined in the Resolution) and for no other purpose.

The Purchaser is hereby directed to disburse the Principal Draw Request Amount to the Corporation in accordance with the instructions therefor provided and to add the Draw Request Amount to the principal outstanding under the Bonds.

Terms capitalized herein have the meanings specified in the Resolution.

[Remainder of this page intentionally left blank]

CEDAR FALLS COMMUNITY SCHOOL
DISTRICT

By: _____

Printed: _____

Title: _____

EXHIBIT B

The following individuals is hereby designated as a representative of the Issuer for the purpose of executing and delivering Principal Draw Requests (such names and signatures may be delivered in separate counterparts).

Name: Denelle Gonnerman, Secretary

Specimen Signature: _____

Phone Number: (319) 553-2433

Name: Jana Speck, Supervisor of Financial Services

Specimen Signature: _____

Phone Number: (319) 553-2434