

**RESOLUTION No. \_\_\_\_\_**

Interboro School District  
Delaware County, Pennsylvania

A RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS OF INTERBORO SCHOOL DISTRICT AUTHORIZING AND DIRECTING THE ISSUANCE FROM TIME TO TIME OF ONE OR MORE SERIES (OR SUBSERIES) OF ITS GENERAL OBLIGATION BONDS, SERIES B OF 2020 (FEDERALLY TAXABLE) ("BONDS") IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$23,700,000, AS PERMITTED BY AND PURSUANT TO THE LOCAL GOVERNMENT UNIT DEBT ACT, 53 PA. C.S. § 8001 *ET SEQ.* AS AMENDED AND SUPPLEMENTED; DESCRIBING THE PROJECT FOR WHICH SUCH DEBT IS TO BE INCURRED WHICH CONSISTS OF THE ADVANCE REFUNDING OF ALL OR A PORTION OF THIS SCHOOL DISTRICT'S GENERAL OBLIGATION BONDS, SERIES OF 2014 AND SERIES OF 2017 (LIMITED TAX), AND THE PAYMENT OF THE COSTS OF ISSUING AND INSURING (IF APPLICABLE) THE BONDS; DETERMINING TO COMBINE THE COMPONENTS OF THE PROJECT FOR THE PURPOSE OF FINANCING; APPROVING THE FORM OF AN ESCROW AGREEMENT; APPOINTING AN ESCROW AGENT AND AUTHORIZING THE ESCROW AGENT TO TAKE ALL NECESSARY AND REQUIRED ACTIONS AS REQUIRED BY THE TERMS OF THE ESCROW AGREEMENT, AND AUTHORIZING OFFICERS OF THIS SCHOOL DISTRICT TO EXECUTE SAID ESCROW AGREEMENT AND OTHER DOCUMENTS IN CONNECTION WITH THE PROJECT; AUTHORIZING THE AUTHORIZED OFFICIAL OF THE SCHOOL DISTRICT, OR DISCLOSURE REPRESENTATIVE WITH RESPECT TO THE BONDS TO BE REFUNDED TO EFFECT NOTICES OF REDEMPTION AND REFUNDING IN CONNECTION WITH THE PROJECT; SPECIFYING THE REASONABLE ESTIMATE OF THE REMAINING USEFUL LIFE OF THE PROJECT REFINANCED WITH THE BONDS; DETERMINING THAT SUCH DEBT SHALL BE NONELECTORAL DEBT OF THE SCHOOL DISTRICT; DETERMINING THAT THE BONDS SHALL BE SOLD AT PRIVATE SALE BY NEGOTIATION; AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR PURCHASE OF THE BONDS AT PRIVATE SALE, AND AWARDED THE BONDS AND SETTING FORTH RELATED PROVISIONS; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNTS OF EACH MATURITY OF THE BONDS (OR THE MAXIMUM PRINCIPAL AMOUNTS TO BE SUBJECT TO MANDATORY SINKING FUND REDEMPTION) IN EACH YEAR, THE DATED DATES, INTEREST PAYMENT DATES, MATURITY DATES, MAXIMUM INTEREST RATES, MAXIMUM ANNUAL AMOUNTS TO BE APPROPRIATED FOR DEBT SERVICE, MANDATORY REDEMPTION PROVISIONS (IF APPLICABLE), AND PLACE OF PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BONDS; APPOINTING A PAYING AGENT, REGISTRAR AND SINKING FUND DEPOSITORY; PROVIDING FOR THE TERMS OF THE BONDS INCLUDING DENOMINATIONS, DATE, INTEREST PAYMENT DATES AND RECORD DATES; PROVIDING FOR THE REGISTRATION AND TRANSFER OF THE BONDS; SETTING FORTH REDEMPTION FEATURES AND PROCEDURES; AUTHORIZING THE EXECUTION AND AUTHENTICATION OF SUCH BONDS; PROVIDING THAT THE BONDS, WHEN ISSUED, SHALL BE GENERAL OBLIGATION BONDS OF THE SCHOOL DISTRICT; COVENANTING TO PAY DEBT SERVICE AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER FOR THE PAYMENT OF THE BONDS; CREATING A SINKING FUND IN CONNECTION WITH THE BONDS AS REQUIRED BY

SUCH ACT; RATIFYING PRIOR ADVERTISEMENT AND DIRECTING FURTHER ADVERTISEMENT; AUTHORIZING AND DIRECTING THE PREPARATION, EXECUTION AND FILING OF A TRANSCRIPT OF PROCEEDINGS, INCLUDING A DEBT STATEMENT AND BORROWING BASE CERTIFICATE, WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; AUTHORIZING AND DIRECTING THE OFFICERS AND OFFICIALS OF THE SCHOOL DISTRICT TO EXECUTE AND DELIVER DOCUMENTS AND TO TAKE ACTION AS MAY BE NECESSARY RELATING TO THE ISSUANCE OF THE BONDS; RATIFYING THE PRELIMINARY OFFICIAL STATEMENT AND THE DISTRIBUTION THEREOF AND AUTHORIZING THE APPROVAL AND DISTRIBUTION OF A FINAL OFFICIAL STATEMENT AND THE USE THEREOF IN CONNECTION WITH THE SALE OF THE BONDS; CREATING A CLEARING ACCOUNT; AUTHORIZING THE PAYMENT OF EXPENSES; PROVIDING GUIDELINES FOR PERMITTED INVESTMENTS; AUTHORIZING THE PURCHASE OF A POLICY OF BOND INSURANCE (IF ANY) WITH RESPECT TO SAID BONDS; PROVIDING FOR THE AUTHORIZATION OF OFFICERS; ADOPTING THE FORM OF BOND; COVENANTING TO PROVIDE CONTINUING DISCLOSURE; PROVIDING FOR THE CALL FOR REDEMPTION AND SETTING FORTH CERTAIN COVENANTS RELATING TO PROVISIONS FOR THE REDEMPTION OF THE SCHOOL DISTRICT'S GENERAL OBLIGATION BONDS, SERIES OF 2014 AND SERIES OF 2017 (LIMITED TAX); PROVIDING FOR SEVERABILITY OF PROVISIONS AND REPEALING INCONSISTENT RESOLUTIONS.

**WHEREAS**, Interboro School District, Delaware County, Pennsylvania (the "**School District**"), is a school district existing under the laws of the Commonwealth of Pennsylvania (the "**Commonwealth**") and is a Local Government Unit, as defined in the Local Government Unit Debt Act, 53 Pa. C.S. §8001 *et seq.*, as amended and supplemented (the "**Debt Act**"); and

**WHEREAS**, the School District has heretofore issued its General Obligation Bonds, Series of 2014 in the aggregate principal amount of \$11,820,000, of which \$11,790,000 is currently outstanding (the "**2014 Bonds**"), the proceeds of which were used to finance certain energy conservation and various capital improvements to properties of the School District (the "**2014 Project**"), all as more particularly set forth in the resolution of the Board of School Directors (the "**Board**") of this School District adopted on January 15, 2014 (the "**2014 Bonds Enabling Resolution**"); and

**WHEREAS**, the School District has heretofore issued its General Obligation Bonds, Series of 2017 in the aggregate principal amount of \$7,115,000, of which \$6,605,000 is currently outstanding (the "**2017 Bonds**", and together with the 2014 Bonds, the "**Refunded Bonds**"), the proceeds of which were used to finance an HVAC System at the Glenolden Elementary School Building and various capital improvements to properties of the School District (the "**2017 Project**", and together with the 2014 Project, the "**Refunded Project**"), all as more particularly set forth in the resolution of the Board adopted on February 15, 2017 (the "**2017 Bonds Enabling Resolution**"); and

**WHEREAS**, the Department of Community and Economic Development of the Commonwealth (the “**Department**”) approved the increase of debt of this School District evidenced by the 2014 Bonds on February 11, 2014, as evidenced by Certificate of Approval No. GOB-14021108 and the increase of debt of this School District evidenced by the 2017 Bonds on March 10, 2017, as evidenced by Certificate of Approval No. GOB-17031001; and

**WHEREAS**, the School District desires to achieve debt service savings through the issuance of Bonds (hereinafter defined) to advance refund all or a portion of the Refunded Bonds and to pay costs of issuing and insuring (if applicable) the Bonds (the “**2020 Project**”); and

**WHEREAS**, the 2014 Bonds Enabling Resolution set forth the useful lives of the components of the 2014 Project as at least twenty (20) years and the 2017 Bonds Enabling Resolution set forth the useful lives of the components of the 2017 Project as at least twenty (20) years; and

**WHEREAS**, the maturities of the Bonds allocated to refunding the 2014 Bonds and the maturities of the Bonds allocated to refunding the 2017 Bonds will not extend the terms of the 2014 Bonds or the 2017 Bonds; and

**WHEREAS**, the remaining useful life of the 2014 Project refinanced by the Bonds is at least fourteen (14) years; the remaining useful life of the 2017 Project refinanced by the Bonds is at least seventeen (17) years; and

**WHEREAS**, the Board of School Directors of the School District has determined to incur nonelectoral debt, in the aggregate principal amount not to exceed \$23,700,000 by issuance and sale of its general obligation bonds in accordance with provisions of the Debt Act, with proceeds from the sale thereof, together with other available moneys, to be applied for and toward the costs and expenses of the 2020 Project, and costs and expenses incident to issuance of such general obligation bonds; and

**WHEREAS**, the Board of School Directors of the School District desires to invite the firm of Piper Sandler & Co., with offices in Camp Hill, Pennsylvania (the “**Purchaser**”), to submit a proposal for purchase of said general obligation bonds; and

**WHEREAS**, the Board of School Directors of the School District desires to provide for the acceptance of said proposal of the Purchaser and to incur nonelectoral debt, in the principal amount not to exceed \$23,700,000, all pursuant to the provisions of the Debt Act.

**NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED**, by the Board of School Directors of Interboro School District that:

**Section 1. The 2020 Project.**

The School District hereby undertakes as a project the 2020 Project. The description of the 2020 Project contained in the recitals to this Resolution is hereby incorporated into this Section by reference as if set out at length. The foregoing recitals and all terms defined therein are incorporated herein, and such defined terms may hereafter be used as if set out at length.

Pursuant to the 2014 Bonds Enabling Resolution, the 2014 Bonds maturing on and after February 15, 2023, are subject to optional redemption in whole at any time on and after February 15, 2022 (the “**2014 Call Date**”).

Pursuant to the 2017 Bonds Enabling Resolution, the 2017 Bonds maturing on and after February 15, 2023, are subject to optional redemption in whole at any time on and after August 15, 2022 (the “**2017 Call Date**”).

The School District pursuant to authorization contained herein and in the respective 2014 Bonds Enabling Resolution and the 2017 Bonds Enabling Resolution has elected to exercise its option to redeem the 2014 Bonds on the 2014 Call Date and the 2017 Bonds on the 2017 Call Date.

The refunding is being undertaken by the School District for the purpose of reducing total debt service over the life of the series in compliance with Section 8241(b)(1) of the Act; provided, however, that the aggregate present value savings to this School District, net of all expenses resulting from the issuance of the Bonds, shall not be less than 2% of the bonds refunded thereby.

This School District determines to combine the various components of the 2020 Project for financing purposes, in accordance with the terms and provisions of the Act.

**Section 2. Incurrence of Indebtedness.**

For the purpose of providing funds to refund, as such term is used in the Debt Act, the Refunded Bonds, and costs of issuing and insuring (if applicable) the Bonds, the incurring of nonelectoral debt by the School District not to exceed \$23,700,000 in aggregate principal amount hereby is authorized. Such debt shall be evidenced by an issue of federally taxable general obligation bonds of the School District in one or more series (or subseries) to be designated as “Interboro School District, Delaware County, Pennsylvania, General Obligation Bonds, Series B of 2020 (Federally Taxable)”, in the maximum aggregate principal amount of \$23,700,000 (hereinafter, the “**Bonds**” and specific Bonds being sometimes referred to as a

“**Bond**”), the proceeds of which Bonds will be applied to fund the 2020 Project and to pay costs of issuance of and insurance (if any) for the Bonds.

**Section 3. Approval of Private Sale by Negotiation.**

After considering the advantages and disadvantages of a public sale of the Bonds and of current market conditions, the Board of School Directors hereby determines that a private sale by negotiation is in the best financial interest of the School District.

The School District hereby invites, and authorizes the Purchaser to submit in the manner herein provided, a proposal for the purchase of all but not less than all of the Bonds bearing rates, terms and other provisions not inconsistent with this Resolution (the “**Proposal**”); provided, however, that, pursuant to the Proposal, the School District shall have the right to notify the Purchaser that it no longer desires to proceed with the issuance of the Bonds authorized hereunder.

The Proposal shall be submitted to the President and Vice President of the Board of School Directors and the Director of Finance of the School District for approval and acceptance; the Proposal shall be substantially in the form presented to this meeting with (i) such insertions as to maximum interest rates, maximum principal amounts, maturity dates and redemption provisions and related matters, (ii) such deletions and amendments as the officers of the School District executing the Proposal and the Solicitor to the School District shall approve, and (iii) identification of the bond insurer(s), if any. The execution and delivery of the Proposal by appropriate officers of the School District shall constitute conclusive evidence of such approval.

**Section 4. Acceptance of Proposal; Addendum.**

The President or Vice President of the Board of School Directors is authorized and directed to execute and deliver an acceptance of each Proposal to the Purchaser so long as:

- (a) The Bonds shall not exceed \$23,700,000 in aggregate principal amount;
- (b) The Bonds shall mature no later than the dates set forth on Schedule A attached hereto and made a part hereof;
- (c) The purchase price for the Bonds shall not be less than \$95 per \$100, nor more than \$120 per \$100 (inclusive of original issue discount/premium and underwriter’s discount);
- (d) The maximum principal amounts and the maximum interest rates of each maturity of the Bonds shall not exceed those stated on Schedule A attached hereto;

- (e) The Proposal must identify the maturities of the 2014 Bonds and the 2017 Bonds to be refunded;
- (f) The total debt service on the Bonds is less than the total debt service on the Refunded Bonds, and the amount of the reduction in debt service (debt service savings) has a Net Present Value (defined below) of at least equal to 2%;
- (g) The final Addendum (defined below) must identify the bond insurer, if any; and
- (h) The Bonds contemplated by the Proposal must conform in all other respects to the requirements of the Debt Act and this Resolution.

**“Net Present Value”** means the value of the difference between the periodic debt service payments on the Refunded Bonds and periodic debt service payments on the Bonds, generated over the life of the Bonds, and discounted by a factor equal to the yield on the Bonds.

The execution and delivery of the Proposal by the officers of the School District, as aforesaid, shall constitute acceptance hereunder of the Proposal, and upon execution of the final Addendum (defined below) to the Proposal, the Bonds shall be awarded and sold to the Purchaser. One counterpart of each such accepted Proposal and Addendum shall be filed with the records of the School District.

The final interest rates, maturity amounts and dates, mandatory sinking fund redemption amounts, identification of the bond insurer, if any, and final purchase price shall conform to the terms and provisions of this Resolution and be set forth in an addendum to the Proposal (**“Addendum”**) not less than fifteen (15) days prior to the date on which the Bonds are to be issued and delivered to and paid for by the Purchaser. The President or Vice President of the Board of School Directors is authorized and directed to execute and deliver to the Purchaser an acceptance of the Addendum so long as the final interest rates, maturity amounts and dates, mandatory sinking fund redemption amounts and final purchase prices conform to the terms and provisions of this Resolution and are satisfactory to the President of the Board of School Directors and the Director of Finance of the School District.

**Section 5. Maturity and Interest Rates.**

The rate of interest or yield, as applicable, per annum for each maturity of each issue of the Bonds shall not exceed the rates set forth in Schedule A attached hereto and incorporated herein; provided, however, that in the case of term bonds, the applicable rate shall be the rate set forth in Schedule A for the relevant maturity date of such term bonds.

The principal amount of the Bonds scheduled to mature or to be subject to mandatory redemption, as the case may be, annually shall not exceed the principal sum in each year set forth in Schedule A attached hereto.

**Section 6. Appointment of Paying Agent, Registrar and Sinking Fund Depository.**

Manufacturers and Traders Trust Company hereby is appointed Paying Agent (“**Paying Agent**”) and Registrar (“**Registrar**”) and Sinking Fund Depository (“**Sinking Fund Depository**”) for the Sinking Fund for the Bonds created hereby. The Secretary hereby is authorized and directed to contract with Manufacturers and Traders Trust Company, having a corporate trust office in the City of Harrisburg, Pennsylvania, and in the City of Buffalo, New York, for its services as Sinking Fund Depository, Paying Agent and Registrar at such initial and annual charges as shall be appropriate and reasonable for such services. The School District may, by resolution, from time to time appoint a successor Paying Agent, Sinking Fund Depository or Registrar to fill a vacancy or for any other reason.

**Section 7. Form of Bond, Interest Payment Dates and Record Dates.**

The Bonds shall be fully registerable as to principal and interest and shall be numbered in such manner as may be satisfactory to the School District and the Paying Agent. Pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures, “CUSIP” numbers may be printed on the Bonds; provided however, that the School District makes no representation as to the correctness of such numbers. Each Bond shall be dated as of a date specified in the Proposal. The Bonds shall be issued in denominations of \$5,000 or any whole multiple thereof, and shall bear interest accruing from a date (the “**Dated Date**”) on or about the date of delivery of the Bonds, as shall be specified in the Proposal, payable initially on a date as shall be specified in the Proposal (the “**Initial Interest Payment Date**”), and on each February 15 and August 15 (each, an “**Interest Payment Date**”) thereafter, from the Interest Payment Date, as the case may be, next preceding the date of registration and authentication of such Bond, unless such Bond is registered and authenticated as of an Interest Payment Date, in which event such Bond shall bear interest from such Interest Payment Date, or unless such Bond is registered and authenticated prior to the Initial Interest Payment Date, in which event such Bond shall bear interest from the Dated Date.

If the date for payment of the principal of, premium, if any, or interest on such Bond shall be a Saturday, Sunday, legal holiday or on a day on which banking institutions in the municipality where the principal office of the Paying Agent is located are authorized by law or executive order to close, then the date of such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or on a day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the date fixed for such payment.

The term “**Regular Record Date**” with respect to any Interest Payment Date shall mean the fifteenth (15<sup>th</sup>) day next preceding the applicable Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Regular Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such Bond upon any transfer or exchange thereof subsequent to such Regular Record Date and prior to such Interest Payment Date, except if and to the extent that the School District defaults in the payment of the interest due on such Interest Payment Date, in which case such defaulted interest shall be paid to the persons in whose names outstanding Bonds are registered at the close of business on a Special Record Date established by the Paying Agent, notice of which shall have been mailed to all registered owners of Bonds not less than five (5) days prior to such date.

**Section 8. Bond Register, Registrations and Transfer.**

The School District shall cause to be kept at the designated office of the Paying Agent a register (the “**Bond Register**”) in which, subject to such reasonable regulations as it may prescribe, the School District shall provide for the registration of Bonds and the registration of transfers and exchanges of Bonds. No transfer or exchange of any Bond shall be valid unless made at such office and registered in the Bond Register.

Upon surrender of any Bond at the designated office of the Paying Agent for registration of transfer, the School District shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of any authorized denomination, of the same interest rate and maturity, and in the same aggregate principal amount as the Bond so surrendered.

Any Bond shall be exchangeable for other Bonds of the same maturity and interest rate, in any authorized denomination, in an aggregate principal amount equal to the principal amount of the Bond or Bonds presented for exchange. Upon surrender of any Bond for exchange at the designated office of the Paying Agent, the School District shall execute and the Paying Agent shall authenticate and deliver in exchange therefore the Bond or Bonds which the owner making the exchange shall be entitled to receive.

All Bonds issued upon any registration of transfer or exchange shall be valid obligations of the School District, evidencing the same debt and entitled to the same benefits under this Resolution as the Bonds surrendered for such registration of transfer or exchange.

Every Bond presented or surrendered for registration of transfer or exchange shall be duly endorsed, or be accompanied by a written instrument of transfer, in form and with guaranty of signature satisfactory to the School District and the Registrar, duly executed by the registered owner thereof or his duly authorized agent or legal representative.



No service charge shall be made for any transfer or exchange of any Bond, but the School District may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

The School District and the Paying Agent shall not be required to: (a) issue, or register the transfer or exchange of, any Bond during the period beginning at the opening of business on any Regular Record Date for interest payments and ending at the close of business on such Interest Payment Date; (b) issue, or register the transfer or exchange of, any Bond during the period beginning at the opening of business on the 15<sup>th</sup> business day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the date the notice of redemption shall be given; (c) issue, or register the transfer or exchange of, any Bond during the period beginning at the opening of business on the first business day next succeeding the business day the Paying Agent determines the registered owners of the Bonds to receive notice of any Special Record Date and the close of business on the Special Record Date; or (d) register the transfer or exchange of any Bond after it has been selected or called for redemption, in whole or in part.

**Section 9. Execution and Authentication; Book-Entry-Only Registration.**

(a) Execution and Authentication. The Bonds shall be executed on behalf of the School District by the President or Vice President of the Board of School Directors, and shall have a manual or facsimile of the corporate seal of the School District affixed thereto, duly attested by the Secretary of the Board of School Directors and said officers hereby are authorized and directed to execute the Bonds. The Bonds shall be authenticated by the manual execution of the Certificate of Authentication by a duly authorized officer of the Paying Agent. No Bond shall be valid until such Certificate of Authentication shall have been duly executed by the Paying Agent and such authentication shall be conclusive and the only proof that any Bond has been issued pursuant to this Resolution and is entitled to any benefits conferred thereon under the provisions of this Resolution. To the extent that any one signature on a Bond (including the signature of the officer of the Paying Agent) is manual, all other signatures may be by facsimile. The President or Vice President of the Board of School Directors, Secretary of the Board of School Directors or Treasurer or any of such officers hereby is authorized and directed to deliver the Bonds to the Purchaser and receive payment therefore on behalf of the School District after sale of the same in the manner required by law and this Resolution.

(b) Book-Entry-Only Registration.

(i) Letter of Representations. The School District authorizes and approves the purchase of the Bonds by the Purchaser as book-entry-only obligations with The Depository Trust Company, New York, New York (“DTC”). Proper officers of the School District are authorized and directed to execute DTC’s Letter of Representations, if applicable, in substantially the form

submitted to the School District concurrent with its consideration of this Resolution, and such other documents as shall be necessary to complete the sale of the Bonds as book-entry obligations.

(ii) Book-Entry-Only System.

(A) The Bonds shall be issued in the form of one fully registered bond for the aggregate principal amount of the Bonds of each maturity, which Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Except as provided in paragraph (G) below, all of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Paying Agent shall exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds, registered in the name of such nominee or nominees of DTC. No person other than DTC or its nominee shall be entitled to receive from the School District or the Paying Agent either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof unless DTC or its nominee shall transfer record ownership of all or any portions of the Bonds on the registration records maintained by the Paying Agent pursuant to Section 8 hereof, in connection with discontinuing the book entry system as provided in paragraph (G) below or otherwise.

(B) So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds shall be made to DTC or its nominee in immediately available funds on the dates provided for such payments in this Resolution and in the Bonds. Each such payment to DTC or its nominee shall be valid and effective to discharge fully all liability of the School District or the Paying Agent with respect to the principal or redemption price of or interest on such Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Paying Agent shall not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption; provided that DTC shall deliver to the Paying Agent, upon request, a written confirmation of such partial redemption and thereafter the records maintained by the Paying Agent shall be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

(C) The School District and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners under the Resolution and the Bonds, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners and for all other purposes whatsoever; and neither the School District nor the Paying Agent shall be affected by any notice to the contrary. Neither the

School District nor the Paying Agent shall have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the registration records maintained by the Paying Agent as being a registered owner, with respect to either: (1) the Bonds; or (2) the accuracy of any records maintained by DTC or any such participant; or (3) the payment by DTC or any such participant of any amount in respect of the principal or redemption price of or interest on the Bonds; or (4) any notice which is permitted or required to be given to registered owners under this Resolution or the Bonds; or (5) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Bonds; or (6) any consent given or other action taken by DTC as registered owner.

(D) So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the registered owners of Bonds under this Resolution or the Bonds shall be given to DTC as provided in the representation letter to be delivered to DTC, in form and content satisfactory to DTC and the School District.

(E) In connection with any notice or other communication to be provided to registered owners pursuant to this Resolution or the Bonds by the School District or the Paying Agent with respect to any consent or other action to be taken by registered owners, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that the School District or the Paying Agent may establish a special record date for such consent or other action. The School District or the Paying Agent shall give DTC notice of such special record date not less than fifteen (15) calendar days in advance of such special record date to the extent possible.

(F) Any successor Paying Agent shall, in its written acceptance of its duties under this Resolution, agree to take any actions necessary from time to time to comply with the requirements of the representation letter.

(G) The book-entry system for registration of the ownership of the Bonds may be discontinued at any time if either: (1) after notice to the School District and the Paying Agent, DTC determines to resign as securities depository for the Bonds; or (2) after notice to DTC and the Paying Agent, the School District determines that a continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of the School District. In either of such events (unless in the case described in clause (2) above, the School District appoints a successor securities depository), the Bonds shall be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the School District or the Paying Agent for the accuracy of such designation. Whenever DTC requests the School District and the Paying Agent to do so, the School District and the Paying Agent shall

cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

**Section 10. General Obligation Covenant.**

The Bonds hereby are declared to be general obligations of the School District. The School District hereby covenants with the registered owners from time to time of the Bonds outstanding pursuant to this Resolution that it will include the amount of the debt service as specified in this Section, subject to appropriate adjustment in the event of the optional redemption of any Bonds prior to maturity, on the Bonds for each fiscal year in which such sums are payable, in its budget for that year, will appropriate such amounts for such payments and will duly and punctually pay or cause to be paid the principal of the Bonds and the interest thereon on the dates, at the places and in the manner stated therein, according to the true intent and meaning thereof, and for such budgeting, appropriation and payment, the School District does hereby pledge its full faith, credit and taxing power. The maximum, not-to-exceed amount of debt service which the School District hereby covenants to pay on the Bonds in each year is shown on Schedule A which is attached hereto and incorporated herein by reference as if set out here at length.

As provided in the Debt Act, the foregoing covenants are specifically enforceable.

**Section 11. Redemption.**

(a) Optional Redemption. The Bonds shall be subject to redemption prior to maturity, at the option of the School District, in whole or in part, on the dates and at the redemption price provided in the accepted Proposal.

If less than all Bonds are to be redeemed at any time, the Bonds shall be redeemed in such order of maturity as the School District shall select.

(b) Mandatory Redemption. The Bonds may be subject to mandatory redemption if at all, on the dates (each, a “**Mandatory Redemption Date**”) and in the amounts as provided in the accepted Proposal, which mandatory redemption provisions are incorporated herein by reference as if set out here at length. The School District covenants to cause the Bonds to be redeemed on the Mandatory Redemption Dates and in the amounts provided in the accepted Proposal, subject to its right which is reserved in Section 12 hereof, to satisfy that obligation by delivering to the Paying Agent and the Sinking Fund Depository no later than 30 days before any Mandatory Redemption Date, for cancellation, Bonds of the maturity which are subject to mandatory redemption on that Mandatory Redemption Date.

(c) Notice. Notice of any redemption shall be given by mailing a notice of redemption by first class mail, postage prepaid, not less than 20 nor more than 45 days prior to the redemption date to the registered owners of Bonds to be redeemed at the addresses which

appear in the Bond Register, provided, however, that neither failure to mail such notice nor any defect in the notice so mailed or in the mailing thereof with respect to any one Bond shall affect the validity of the proceedings for the redemption of any other Bond. If the School District shall have duly given notice of redemption and shall have deposited with the Paying Agent funds for the payment of the redemption price of the Bonds so called for redemption, with accrued interest thereon to the date fixed for redemption, interest on such Bonds shall cease to accrue after such redemption date.

(d) CUSIP Numbers. Notices of redemption shall contain the applicable CUSIP numbers pertaining to the Bonds called for redemption (if then generally in use), and shall also contain the serial identification numbers printed on the Bonds. The School District, however, makes no representation as to the accuracy of such CUSIP numbers either printed on the Bonds or as contained in any redemption notice.

(e) Selection by Lot. If less than all Bonds maturing on any one date are to be redeemed at any time, the Paying Agent shall select by lot the Bonds to be redeemed at such time.

(f) Portions of Bonds. Any portion of any Bond of a denomination larger than \$5,000 may be redeemed, but only in the principal amount of \$5,000 or any integral multiple thereof. Prior to selecting Bonds for redemption, the Paying Agent shall assign numbers to each \$5,000 portion of any Bond of a denomination larger than \$5,000 and shall treat each portion as a separate Bond in the denomination of \$5,000 for purposes of selection for redemption. Upon surrender of any Bond for redemption of a portion thereof, the Paying Agent shall authenticate and deliver to the registered owner thereof a new Bond or Bonds of the same maturity and in any authorized denominations requested by the registered owner in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

## **Section 12. Sinking Fund.**

(a) Deposit. There is hereby established one or more special funds each designated as "Sinking Fund" and each to constitute a "sinking fund" for one or more series or subseries of Bonds, as required by the Act (collectively, the "**Sinking Fund**") into which the School District covenants to deposit, and into which the proper officers of the School District hereby are authorized and directed to deposit, so long as the Bonds remain outstanding, (i) on or before the Initial Interest Payment Date, and on or before each February 15 and August 15 thereafter, to and including the final maturity date of the Bonds, amounts sufficient to pay the interest due on such dates on the Bonds then outstanding, and (ii) on or before February 15<sup>th</sup> in the year as shall be specified in the Proposal as the initial principal payment date for the Bonds (the "**Initial Principal Payment Date**"), and on or before each February 15<sup>th</sup> thereafter to and including the final maturity date of the Bonds amounts sufficient to pay the principal of the Bonds due on each such date at maturity or pursuant to the mandatory redemption requirements hereof. Should the

amounts covenanted to be paid into the Sinking Fund, at any time, be in excess of the net amounts required at such time for the payment of interest and principal, whether by reason of funds already on deposit in the Sinking Fund or by reason of the purchase or redemption of the Bonds, or for some similar reason, the amounts covenanted to be paid with respect to that series may be reduced to the extent of the excess.

(b) Credit for Bonds Delivered. The School District may satisfy any part of its obligations with respect to clause (a) by delivering to the Paying Agent and Sinking Fund Depository, for cancellation, Bonds maturing on the date on which such deposit is required. The School District shall receive credit against such deposit for the face amount of the Bonds so delivered, provided that such Bonds are delivered to and received by the Paying Agent and Sinking Fund Depository (i) on or before the maturity date of the Bonds for which credit is requested, in the case of a deposit required for the payment of Bonds at maturity, or (ii) in the case of a deposit required to be made on a Mandatory Redemption Date, no later than 45 days prior to the Mandatory Redemption Date for which credit is requested.

(c) Application of Funds. All sums in the Sinking Fund shall be applied exclusively to the payment of principal and interest covenanted to be paid by Section 10 hereof as the same from time to time become due and payable and the balance of said moneys over and above the sum so required shall remain in the Sinking Fund, to be applied to the reduction of future required deposits; subject, however, to investment or deposit at interest as authorized by law and as permitted by Section 21 hereof. Each Sinking Fund shall be kept as a separate account at the designated office of the Sinking Fund Depository. The Sinking Fund Depository, without further authorization other than as herein contained, shall pay from the moneys in the Sinking Fund the interest on the applicable series of Bonds as and when due to the registered owners on the appropriate Record Date and principal of the applicable series of Bonds as and when the same shall become due to the registered owners thereof.

(d) Optional Deposits. Notwithstanding the foregoing, in the case of optional redemption of any or all of the Bonds as permitted by Section 11 hereof, the Treasurer hereby is authorized and directed to deposit from time to time before the appropriate optional redemption date funds which shall be sufficient when they, either alone or together with the interest to be earned thereon, if any, will equal the principal of the Bonds so called for redemption and the premium, if any and the interest thereon to the date fixed for redemption.

### **Section 13. Disposition of Proceeds.**

All moneys derived from the sale of the Bonds shall be deposited in the Clearing Account created pursuant to Section 20 hereof and shall be and hereby are appropriated substantially to payment of the cost of the 2020 Project, including but not limited to payment of the costs and expenses of preparing, issuing, insuring (if any) and marketing the Bonds, and the payment of

interest on the Bonds from the respective Dated Date to the respective date of delivery and shall not be used for any other purposes, except as to any insubstantial amounts of money which may remain after fulfilling the purposes set forth herein, which minor amounts of remaining moneys shall promptly upon their determination be deposited in the Sinking Fund and used for the payment of interest on the Bonds. Promptly on the deposit of the proceeds of each issue of Bonds to the Clearing Fund, the School District shall cause to be made the payments and transfers authorized by Section 20 of this Resolution.

**Section 14. Reasonably Expected Useful Life.**

The average reasonably expected useful life of the 2014 Project and the 2017 Project was determined at the times of respective issuances of the Refunded Bonds. The maturities of the Bonds allocated to the refunding of the 2014 Bonds do not extend the term of the 2014 Bonds. The maturities of the Bonds allocated to the refunding of the 2017 Bonds do not extend the term of the 2017 Bonds. The remaining useful life of the 2014 Project refinanced by the Bonds is at least fourteen (14) years; the remaining useful life of the 2017 Project refinanced by the Bonds is at least seventeen (17) years.

Therefore, the maturities of the Bonds are in accordance with Section 8142(a)(2) of the Debt Act.

In addition, in accordance with Section 8142(b)(2) of the Debt Act, the maturities of the Bonds have been fixed so that the principal of the Bonds will be amortized, together with other outstanding debt, on at least an approximately level annual debt service plan.

**Section 15. Reserved.**

**Section 16. Advertising.**

The action of the officers of the School District in advertising a summary of this Resolution, as required by law, is ratified and confirmed. The officers of the School District or any of them, are authorized and directed to advertise, or authorize the advertisement of, a notice of adoption of this Resolution in a newspaper of general circulation in the School District within 15 days after final adoption. The Secretary hereby is directed to make a copy of this Resolution available for inspection by any citizen during normal office hours.

**Section 17. Filing with Department of Community and Economic Development.**

The President or Vice President of the Board of School Directors and the Secretary hereby are authorized and directed to prepare, verify and file with the Department of Community and Economic Development, in accordance with the Debt Act, a transcript of the proceedings relating to the issuance of the Bonds including the Debt Statement and Borrowing Base Certificate required by § 8110 of the Debt Act, and to take other necessary action, and to prepare and file all necessary documents with the Department of Community and Economic Development including,

if necessary or desirable, any statements required to exclude any portion of the debt evidenced by the Bonds from the appropriate debt limit as self-liquidating or subsidized debt.

**Section 18. General Authorization.**

The officers and officials of the School District hereby are authorized and directed to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effect the execution, issuance, sale and delivery of the Bonds, all in accordance with this Resolution.

**Section 19. Official Statements.**

The Preliminary Official Statement prepared with respect to the Bonds hereby is approved. The President or Vice President of the Board of School Directors is hereby authorized to execute and approve a final Official Statement relating to the Bonds, provided that the final Official Statements shall have been approved by the School District's Solicitor. The distribution of each Preliminary Official Statement is hereby ratified and the Purchaser hereby is authorized to use the Preliminary and the final Official Statements in connection with the sale of the Bonds. The Board of School Directors deems the Preliminary Official Statement with respect to the Bonds to be final for the purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), except for certain information which has been omitted in accordance with such Rule and which will be supplied with the final Official Statement.

**Section 20. Clearing Account; Payment of Expenses; Escrow Fund; Redemption of Refunded Bonds.**

(a) **Series 2020 Clearing Account.** The School District hereby creates with the Paying Agent a special fund to be known as the Interboro School District Series 2020 Clearing Account (the **"2020 Clearing Account"**), which shall be held as a trust fund for the benefit of the School District until disbursed in accordance with the provisions hereof. The School District shall deliver the net proceeds (including accrued interest, if any) derived from the sale of the Bonds to the Paying Agent for deposit to the 2020 Clearing Account. Upon written directions from the School District signed by the President or Vice President of the Board of School Directors, the Paying Agent shall pay, out of the applicable Clearing Account, the costs and expenses of the issuance of the Bonds, shall pay the initial premium for an insurance policy, if any, to the municipal bond insurer, and shall transfer the amount of accrued interest on the Bonds, if any, to the Sinking Fund. The written direction from the School District shall state the names of the respective payees, the purpose for which the expenditure has been incurred, or the purpose of the transfer, whichever is applicable, and shall contain a certification that each item of expense for which payment has been requested has been properly incurred and is then unpaid, and that each transfer which is requested is in accordance with the provisions of this Resolution. Further, pursuant to this Resolution and in accordance with an Escrow Agreement (defined below) the



Paying Agent shall transfer out of the Clearing Account (a) for deposit to the 2014 Bonds Escrow Fund authorized hereunder and established under the Escrow Agreement an amount which, together with the amounts therein and earnings from investment of such amounts shall be sufficient to retire the 2014 Bonds, as the same shall mature or be redeemed, as applicable, as described in Section 20(b) below, and (b) for deposit to the 2017 Bonds Escrow Fund established under the Escrow Agreement an amount which, together with the amounts therein and earnings from investment of such amounts shall be sufficient to retire the 2017 Bonds, as the same shall mature or be redeemed, as applicable, as described in Section 20(b) below.

(b) 2020 Project.

(i) By acceptance of the Proposal, the President of the Board of School Directors shall identify the 2014 Bonds and 2017 Bonds to be refunded.

(ii) In order to effect the 2020 Project, the Board hereby determines that, if necessary in connection with any optional redemption of the Refunded Bonds, it will deposit or cause to be deposited, a portion of the proceeds of the Bonds issued in one or more series, including any subseries thereof, if any, into an escrow account to be held by Manufacturers and Traders Trust Company, in its capacity as escrow agent (the “**Escrow Agent**”) under an Escrow Agreement (hereinafter defined), which shall be invested by the Escrow Agent in accordance with the terms of the Escrow Agreement and be applied by the Escrow Agent to pay the principal of and interest due on the Refunded Bonds to the 2014 Bonds Call Date and the 2017 Bonds Call Date, respectively, and on the 2014 Bonds Call Date and the 2017 Bonds Call Date to redeem the applicable Refunded Bonds in accordance with the terms and provisions of the Refunded Bonds, all as more fully set forth in an escrow agreement entered into in connection with the respective series of Bonds, to be dated as of the date referenced therein, to be entered into by and between this School District and the Escrow Agent (individually or collectively, the “**Escrow Agreement**”). The Escrow Agreement shall be substantially in the form presented to this meeting, with such changes, if any, as shall be approved by officers of this School District executing the same, whose execution thereof shall be conclusive evidence of such approval. The President or Vice President, as applicable, of the Board is hereby authorized and directed to execute and deliver the Escrow Agreement in the name of and on behalf of this School District, and the Secretary or Assistant Secretary of the School District is authorized and directed to attest said signature and to affix the seal of this School District to the Escrow Agreement.

The Escrow Agent is hereby authorized and directed to take all necessary and appropriate actions required of it by the terms and provisions of the Escrow Agreement, including, but not limited to, providing appropriate notices of redemption of the Refunded Bonds to the registered owners of the Refunded Bonds, in accordance with the respective terms thereof.

(iii) The Board hereby authorizes and directs its officers, agents and employees to

execute all documents and take all actions necessary to undertake the 2020 Project. In accordance with Section 8250(b) of the Act, it is the intention of this School District that the Refunded Bonds shall no longer be outstanding from and after the issuance date of the Bonds in one or more series (or subseries) and the deposit of the proceeds thereof into the applicable escrow fund in accordance with the provisions of the Escrow Agreement.

(iv) The Board also determines that: in accordance with the requirements of the Act, the maturity of stated installments of the Bonds will not be deferred beyond two years from the date of issuance of the Bonds; and the Bond maturities allocable to the 2014 Bonds being refunded thereby mature not later than February 15, 2034, a maturity date that could have been and was included in the 2014 Bonds (this date is within the useful lives of the 2014 Project refinanced with proceeds of the Bonds, as established in the 2014 Bonds Enabling Resolution); and the Bond maturities allocable to the 2017 Bonds being refunded thereby mature not later than February 15, 2037, a maturity date that could have been and was included in the 2017 Bonds (this date is within the useful lives of the 2017 Project refinanced with proceeds of the Bonds, as established in the 2017 Bonds Enabling Resolution).

**Section 21. Investments.**

Any moneys in the Sinking Funds not required for prompt expenditure may, at the direction of the School District, be invested in bonds or obligations which are direct obligations of, or are fully guaranteed as to principal and interest by, the United States of America or may be deposited at interest in time accounts or certificates of deposit or other interest bearing accounts of any bank or bank and trust company, savings and loan association or building and loan association. To the extent that such deposits are insured by the Federal Deposit Insurance Corporation or similar Federal agency, they need not be secured. Otherwise, such deposits shall be secured as public deposits or as trust funds in accordance with the Debt Act. Any such investments or deposits shall mature or be subject to redemption at the option of the holder, or be subject to withdrawal at the option of the depositor, not later than the date upon which such moneys are required to be paid to the registered owners of the Bonds.

Pursuant to Section 8250(b) of the Act, this School District shall irrevocably deposit with the Escrow Agent: (i) moneys; (ii) non-callable securities of the Federal Government or of the Commonwealth maturing or payable at par at the option of the holders at or prior to the dates needed for disbursements; (iii) time deposits or certificates of deposit, with a firm rate of interest or stated minimum rate of interest, issued by a bank or bank and trust company and insured or adequately secured as required by Section 8224 of the Act; or (iv) any combination of the foregoing, in an amount which, together with interest to be earned thereon, will equal the principal, premium, if any, and interest to become due (A) on the 2014 Bonds to the 2014 Call Date, and on the 2014 Call Date to optionally redeem all or the appropriate portion of the principal of the 2014 Bonds being refunded, and (B) on the 2017 Bonds to the 2017 Call Date,

and on the 2017 Call Date to optionally redeem all or the appropriate portion of the principal of the 2017 Bonds being refunded.

**Section 23. Purchase of Insurance.**

The School District, subject to Section 3, hereby authorizes acceptance of the commitment from a bond insurer, if any shall be specified in the Addendum to the Proposals, and authorizes the purchase of such Municipal Bond Insurance Policy insuring the Bonds and the payment of the appropriate premium at the settlement of the sale of the Bonds. A legend indicating the existence of such a policy, if any, shall be printed on the Bonds in the form required by the bond insurer. In order to have accrued interest, if any, paid by the Purchaser excluded from the calculation of the premium, the School District agrees to cause any amount paid as accrued interest to be invested, to the extent required by the bond insurer, in direct obligations of the United States of America and maintained in the applicable Sinking Fund until applied to the first interest payment on the issue of Bonds to be insured. All terms and conditions required to be contained in this Resolution by the terms of the commitment are incorporated herein by reference with the same effect as if set out at length.

**Section 24. Authorization of Officers.**

Any authorization granted to, power conferred on, or direction given to the President of the Board of School Directors, the Director of Finance of the School District, Secretary or Treasurer, shall be deemed to run to the Vice President, Acting Superintendent, Acting Director of Finance, Assistant or Acting Secretary, Assistant or Assistant Treasurer, respectively, as if such latter titles had been expressly included in the text hereof which grants such authorization, confers such power or gives such direction.

**Section 25. Bond Form.**

The form of the Bonds shall be substantially as set forth on Exhibit A attached hereto and incorporated herein.

**Section 26. Ratification.**

The School District hereby ratifies and confirms appointment and authorization of the Solicitor to the School District, Raffaele Puppio, and of Bond Counsel to the School District, Raffaele Puppio, and the Purchaser to undertake the necessary steps or to take necessary action relating to the marketing and issuance of the Bonds, including but not limited to the preparation and distribution of the Preliminary Official Statement.

**Section 27. Disclosure Covenants.**

In accordance with Rule 15c2-12 (the “Rule”) promulgated under the Securities Exchange Act of 1934, as amended, the School District hereby covenants, with and for the benefit of the holders and beneficial owners (which shall include any person or entity that has a pecuniary

interest in any of the Bonds) from time to time of the Bonds, to provide to the Municipal Securities Rulemaking Board (the “**MSRB**”) through its Electronic Municipal Market Access system (“**EMMA**”), on an annual basis, its annual General Purpose Financial Statements presented in conformity with generally accepted accounting principles (the “**Financial Statements**”), commencing with the Financial Statements for the fiscal year ending in 2021. The Financial Statements shall be provided within 275 days after the end of each fiscal year. If the Financial Statements are not independently audited, the School District shall also provide independently audited Financial Statements when and if available.

The School District hereby also covenants, with and for the benefit of the holders and beneficial owners from time to time of the Bonds, to provide to the MSRB through EMMA: (A) prompt notice of a failure to provide the audited Financial Statements in a timely manner, and (B) notice in a timely manner not in excess of then (10) business days of any of the following events with respect to the Bonds: (i) principal and interest payment delinquencies; (ii) non-payment related defaults, if material; (iii) unscheduled draws on debt service reserves reflecting financial difficulties; (iv) unscheduled draws on credit enhancements reflecting financial difficulties; (v) substitution of credit or liquidity providers or their failure to perform; (vi) 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 Bonds, or other material events affecting the tax status of the Bonds; (vii) modifications to rights of the holders of the Bonds, if material; (viii) bond calls, if material, and tender offers; (ix) defeasance of the Bonds or any portion thereof; (x) release, substitution or sale of property securing repayment of the Bonds, if material; (xi) rating changes; (xii) bankruptcy, insolvency, receivership or similar event of the obligated person; (xiii) 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; (xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material; (xv) 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; and (xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the obligated person, any of which reflect financial difficulties. A “financial obligation” means: (A) a debt obligation; (B) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term financial obligation shall not include municipal securities as to which a Final Official Statement has been provided to the MSRB consistent with the Rule.

The School District's covenants in the immediately preceding paragraph shall terminate upon legal defeasance, or other arrangement whereby the School District is released from any further obligations with respect to the Bonds, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the School District shall give prompt notice of such termination to the MSRB through EMMA.

The proper officer or officers of the School District hereby are authorized in the name and on behalf of the School District to amend or terminate, in whole or in part, any of the foregoing covenants in this Section, without the consent of the holders or beneficial owners of the Bonds, provided that (A) the amendment requires the School District to provide more information than was required by this Section prior to the amendment, without diminishing in any way the obligations of the School District to provide information hereunder as required by this Section prior to the amendment, or (B) the following conditions are satisfied: (i) the amendment or termination is in connection with a change in circumstances that arises from a change in or clarification of legal requirements, change of law, or change in the identity, nature or status of an obligated person (within the meaning of the Rule) with respect to the Bonds, or the type of business conducted; (ii) such covenants, as amended, would, in the opinion of the independent nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or termination either (a) is approved by the holders of the Bonds in the same manner as provided in the Debt Act for modifications of this Resolution with the consent of such holders or (b) does not, in the opinion of independent nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds. The School District shall give prompt notice of any such amendment or termination to the MSRB through EMMA. In addition, the School District shall describe such amendment in the next submission of Financial Statements and shall include, as applicable, a narrative explanation of the reason for the amendment 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 provided by the School District. If the amendment relates to the accounting principles to be followed in preparing the Financial Statements, (A) the School District shall give prompt notice of such change to the MSRB through EMMA and (B) the Financial Statements for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the Financial Statements as prepared on the basis of the new accounting principles and the Financial Statements prepared on the basis of the former accounting principles.

The sole remedy for a breach by the School District of any of the covenants in this Section shall be an action to compel performance of such covenant. Under no circumstances may monetary damages be assessed or recovered or payment of the Bonds be accelerated, nor

shall any such breach constitute a default under the Bonds. Nothing in this Section is intended as or shall be deemed a “provision of the Bonds” for purposes of the Debt Act.

**Section 28. Severability.**

In the event any provision, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of the School District that such remainder shall be and shall remain in full force and effect.

**Section 29. Repealer.**

Any resolutions or parts thereof not in accordance with this Resolution hereby are repealed insofar as they conflict with this Resolution.

*{Remainder of page left blank intentionally}*

**ADOPTED** by the Board of School Directors of the Interboro School District in lawful session assembled on October 21, 2020.

**INTERBORO SCHOOL DISTRICT**

By: \_\_\_\_\_  
(Vice) President of the Board  
of School Directors

**[SEAL]**

**ATTEST:**

By: \_\_\_\_\_  
Secretary of the Board  
of School Directors

SCHEDULE A  
MAXIMUM DEBT SERVICE SCHEDULE  
Interboro School District  
Delaware County, Pennsylvania

General Obligation Bonds, Series B of 2020

<u>Maturity Date</u> <u>February 15</u>	<u>Not-to-Exceed</u> <u>Principal Amount</u>	<u>Not-to-Exceed</u> <u>Interest Rate</u>	Not-to-Exceed debt service (principal and interest) year ending <u>6/30</u>
2021	\$ 650,000	6.000%	\$ 942,300
2022	650,000	6.000%	2,033,000
2023	650,000	6.000%	1,994,000
2024	650,000	6.000%	1,955,000
2025	650,000	6.000%	1,916,000
2026	650,000	6.000%	1,877,000
2027	650,000	6.000%	1,838,000
2028	650,000	6.000%	1,799,000
2029	2,400,000	6.000%	3,510,000
2030	2,550,000	6.000%	3,516,000
2031	2,600,000	6.000%	3,413,000
2032	2,650,000	6.000%	3,307,000
2033	2,700,000	6.000%	3,198,000
2034	2,800,000	6.000%	3,136,000
2035	650,000	6.000%	818,000
2036	650,000	6.000%	779,000
2037	1,500,000	6.000%	1,590,000



**EXHIBIT A**  
**FORM OF BOND**

## CERTIFICATE

I, the undersigned, Secretary of the Board of School Directors of the Interboro School District, Delaware County, Pennsylvania (the “School District”), certify that: the foregoing is a true and correct copy of a Resolution that was duly adopted by affirmative vote of a majority of all members of the Board of School Directors of the School District at a meeting duly held on the 21<sup>st</sup> day of October, 2020, said Resolution has been duly recorded in the minute book of the Board of School Directors of the School District; a notice with respect to the intent to adopt said Resolution has been published as required by law; said Resolution was available for inspection by any interested citizen requesting the same in accordance with the requirements of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania and such notice; and said Resolution has not been amended, altered, modified or repealed as of the date of this Certificate.

I further certify that the Board of School Directors of the School District met the advance notice requirements of Act No. 175 of the General Assembly of the Commonwealth of Pennsylvania, approved July 19, 1974, as amended, by advertising the time and place of said meeting and by posting prominently a notice of said meeting at the public building in which said meeting was held.

I further certify that: the total number of members of the Board of School Directors of the School District is nine (9); the vote of members of the Board of School Directors of the School District upon said Resolution was called and duly was recorded upon the minutes of said meeting; and members of the Board of School Directors of the School District voted upon said Resolution in the following manner:

<u>Name</u>	<u>Vote</u>
William L. Phelps	
Justin Shivone	
John Evans	
Danielle Fagan	
Edward Harris	
Kelly Joseph	
Glenn Goldsborough	
Anne Krajewski	
<i>Vacant</i>	

IN WITNESS WHEREOF, I set my hand and affix the official seal of the School District  
this 21<sup>ST</sup> day of October, 2020.

(SEAL)

INTERBORO SCHOOL DISTRICT

BY: \_\_\_\_\_  
Secretary of the Board of School Directors

"Signature page to Certificate"