

**EXTRACT OF MINUTES OF MEETING OF THE
SCHOOL BOARD OF MEADE SCHOOL DISTRICT 46-1
LAWRENCE AND MEADE COUNTIES, SOUTH DAKOTA**

Pursuant to due call and notice thereof, a meeting of the Meade School District 46-1, Lawrence and Meade Counties, State of South Dakota, was held on _____, at _____ o'clock p.m.

The following members were present:

and the following were absent:

Thereupon the President declared that a quorum was present and the meeting opened for transaction of business.

Member _____, introduced the following resolution and moved its adoption:

RESOLUTION 2017

RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE AND PAYMENT OF LIMITED TAX GENERAL OBLIGATION CERTIFICATES IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000) OF THE MEADE SCHOOL DISTRICT 46-1 OF LAWRENCE AND MEADE COUNTIES, SOUTH DAKOTA AND THE PLEDGE OF STATE AID TO EDUCATION TO SECURE PAYMENT THEREOF.

WHEREAS, the Meade School District 46-1 is authorized by the provisions of SDCL §13-16-6.2 to issue Limited Tax General Obligation Certificates to fund the acquisition or construction of real property, plant and equipment; and

WHEREAS, the School Board has determined that is necessary and in the best interest of the School District to issue Limited Tax General Obligation Certificates of the School District for the purpose of providing funds to pay: (1) to construct, equip and furnish approximately 110,000 square foot two story middle school building to be located in Summerset, and (2) pay the costs of issuing the Certificates.

WHEREAS, the School Board has determined that it is necessary and in the best interest of the School District to participate in the Pledged State Aid Program authorized under SDCL §13-19-27 and SDCL §13-16A-97 administered by the South Dakota Health and Educational Facilities Authority and to pledge the School District's right to receive state aid to education to secure payment of such Certificates.

NOW THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF THE MEADE SCHOOL DISTRICT 46-1 OF LAWRENCE AND MEADE COUNTIES, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.1. Definition of Terms.

In addition to the words and terms elsewhere defined in this Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings, unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

“Act” means collectively SDCL Chapter 6-8B and Title 13, as amended.

“Authority” means the South Dakota Health and Educational Facilities Authority and any successor or assigns.

“Authorized Officer of the School District” means the President of the School Board and the Business Manager, or, in the case of any act to be performed or duty to be discharged, any other member, officer, or employee of the School District then authorized to perform such act or discharge such duty.

“Bond Counsel” means Meierhenry Sargent LLP, a firm of attorneys recognized as having experience in matters relating to the issuance of state or local governmental obligations.

“Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository or to its nominee as Registered Owner, with the certificated Certificates being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the School District or the Registration Agent, constitute the written record that identifies, and records the transfer of the beneficial “book-entry” interests in those Certificates.

“Business Manager” means the Business Manager of the School District appointed pursuant to the provisions of South Dakota Codified Laws Title 13 or, in the absence of such appointment or in the event the person so appointed is unable or incapable of acting in such capacity, the person appointed by the School Board to perform the duties otherwise performed by the Business Manager, or his or her designee.

“Capital Outlay Fund” means the District’s capital outlay fund provided by SDCL §13-16-6.

“Certificates” means not to exceed \$10,000,000 in aggregate principal amount of Limited Tax General Obligation Certificates, Series 2017, dated the Closing Date, or such other designation or date as shall be determined by the School Board pursuant to Section 8.1 hereof, authorized and issued under this Certificate Resolution.

“Certificate Payment Date” means each date on which interest, or both principal and interest, shall be payable on the Certificates so long as any of the Certificates shall be outstanding.

“Certificate Purchase Agreement” means the agreement between the School District and the Underwriter for the purchase of the Certificates.

“Certificate Resolution” means this Resolution, duly adopted by the School Board on the date hereof, as it may be amended from time to time.

“Certificateholder”, “Holder” and “Registered Owner” means the registered owner of a Certificate, including any nominee of a Depository.

“Closing Date” means the date the Certificates are exchanged for value.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of Treasury promulgated thereunder as in effect on the date of issuance of the Certificates.

“Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to DTC.

“Delinquency” means the failure of the District to deposit with the Registration and Paying Agent any amount due with respect to the Outstanding Certificates or any Parity Obligation on or before the fifteenth day preceding an Interest Payment Date for any Outstanding Certificates or Parity Certificates.

“Delinquent Amount” means (i) regarding a Delinquency with respect to a Principal or Interest Payment Date, all principal, interest, and other amounts coming due on the Certificates or Parity Certificates on such date and on the next occurring Principal or Interest Payment Date, and (ii) regarding a Delinquency with respect to a Principal or Interest Payment Date, all principal, interest, and other amounts coming due on the Certificates or Parity Certificates on such date.

“District” means the Meade School District 46-1.

“DOE” means the South Dakota Department of Education.

“DTC” means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

“DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC system.

“Improvements” means the construction, equipping and furnishing of an approximately 110,000 square foot two story middle school building to be located in Summerset.

“Interest Payment Dates” means each date on which interest shall be payable on the Certificates so long as any of the Certificates shall be outstanding.

“Official Statement” and “Preliminary Official Statement” means that Official Statement and Preliminary Official Statement described in Section 8.2 hereof pertaining to the sale of the Certificates.

“Original Issue Discount or OID” means an amount by which the par value of a security exceeds its public offering price at the time of its original issuance.

“Original Issue Premium or OIP” means the amount by which the public offering price of a security at the time of its original issuance exceeds its par value.

“Outstanding,” “Certificates Outstanding,” or “Outstanding Certificates” means, as of a particular date all certificates issued and delivered except: (1) any certificates paid or redeemed or otherwise canceled by the School District at or before such date; (2) any certificate for the payment of which cash, equal to the principal amount thereof with interest to date of maturity, shall have theretofore been deposited prior to maturity by the School District for the benefit of the Owner thereof; (3) any certificate for the redemption of which cash, equal to the redemption

price thereof with interest to the redemption date, shall have theretofore been deposited with the Registration Agent and for which notice of redemption shall have been mailed in accordance with this Resolution; (4) any certificate in lieu of or in substitution for which another certificate shall have been delivered pursuant to this Resolution, unless proof satisfactory to the School District is presented that any certificate, for which a certificate in lieu of or in substitution therefor shall have been delivered, is held by a bona fide purchaser, as that term is defined in Article 8 of the Uniform Commercial Code of the State, as amended, in which case both the Certificate in lieu of or in substitution for which a new certificate has been delivered and such new certificate so delivered therefor shall be deemed Outstanding; and, (5) any certificate deemed paid under the provisions of Article VII of this Resolution, except that any such certificate shall be considered Outstanding until the maturity or redemption date thereof only for the purposes of being exchanged, transferred, or registered.

"Parity Obligations" means any bond, note, certificate or other obligation of the District issued after the date hereof which is secured by Pledged State Aid and is still "outstanding" under the resolution, indenture or other instrument pursuant to which it was issued.

"Paying Agent" means a commercial bank or regulated financial institution which is serving as the Registration Agent under Sections 3.2, 4.3(c), 4.5, and 4.6, and Article VI of this Resolution and who is also party to the State Pledge Agreement in the capacity of the "Paying Agent."

"Person" means an individual, partnership, corporation, trust, or unincorporated organization, or a governmental entity or agency or political subdivision thereof.

"Pledged State Aid" means the state aid to education funds provided under Title 13 of South Dakota Codified Laws.

"President" means the president of the School Board elected pursuant to the provisions of SDCL Chapter 13-8 or his or her designee acting on his or her behalf.

"Program" or "Pledged State Aid Program" means the Authority's State Aid Pledge Program authorized under SDCL §13-19-27 and SDCL §1-16A-97.

"Purchase Agreement" means the Certificate Purchase Agreement authorized pursuant to and described in Section 8.1 hereof by and between the School District and the Underwriter.

"Rating Agency" means one or more of the following rating agencies: S&P Global Ratings, Moody's Investors Service Inc. and Fitch IBCA, Inc.

"Record Date" means the close of business on the fifteenth/first day (whether or not a business day) of the calendar month next preceding an interest payment date.

"Registration Agent" means the Business Manager or any Registration Agent appointed by the Business Manager its successor or successors hereafter appointed in the manner provided in Article VI hereof.

"Resolution" means this Certificate Resolution.

“Schedule” means the schedule which indicates the principal and interest payments on the Certificates.

“School Board” means the School Board of the School District elected pursuant to the provisions of the SDCL Title 13.

“School District” means the Meade School District 46-1.

“State Aid to Education” means all state aid to education and all other funds which are appropriated from time to time for distribution to the School District under SDCL Title 13.

“State Aid Pledge Agreement” means the State Aid Pledge Agreement among the School District, Paying Agent, DOE and the Authority, as amended from time to time.

“Underwriter” means Dougherty & Company LLC, acting for and on behalf of it and such securities dealers as it may designate.

“Vice-President” means the Vice-President of the School Board who may act for the President in the absence of the President.

Section 1.2. References to Resolution.

The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Certificate Resolution as a whole.

Section 1.3. References to Articles, Sections, Etc.

References to Articles, Sections, and other subdivisions of this Resolution are to the designated Articles, Sections, and other subdivisions of this Resolution as originally adopted.

Section 1.4. Headings.

The headings of this Resolution are for convenience only and shall not define or limit the provisions hereof.

ARTICLE II
FINDINGS

Section 2.1.

It is hereby found and determined by the School Board as follows:

- (a) The principal amount of the Certificates does not exceed one and one half percent (1 1/2%) of the assessed valuation of the District;
- (b) The District has developed and maintained a five-year plan on the annual projected revenues and annual projected expenditures for the capital outlay fund;
- (c) The School District hereby determines that all limitations upon the issuance of Certificates have been met and the Certificates are being authorized, issued and sold in accordance with the provisions of the Act and this Resolution.
- (d) The District has determined that it is in the best interest of the School District to participate in the Program and to pledge State Aid to Education under SDCL Title 13 to secure the Certificates.

ARTICLE III
AUTHORITY, PLEDGE, AND LEVY

Section 3.1. Authority.

In order to (i) fund the acquisition and construction of the Improvements and (ii) pay costs incident to the sale and issuance of the Certificates, there shall be issued pursuant to, and in accordance with, the provisions of the Act, this Resolution, and other applicable provisions of law Limited Tax General Obligation Certificates, Series 2017 of the School District in the aggregate principal amount of not to exceed \$10,000,000.

Section 3.2. Pledge.

The taxing powers, not to exceed three dollars per thousand of taxable valuation, of said School District shall be and they are hereby irrevocably pledged to the prompt and full payment of the principal of and interest on each and all of the Certificates as such principal and interest respectively become due. Pursuant to SDCL § 13-16-10, the School District does hereby pledge and provide for an annual tax sufficient to pay principal and interest on the Certificates when due.

Section 3.3. Levy of Taxes.

The District does hereby provide for an annual levy, not to exceed three dollars per thousand of the taxable valuation of the School District, to produce collected taxes, taking into consideration an amount necessary to provide for delinquencies, reasonable reserve and mandatory early

redemption, to pay principal and interest on the Certificates when due. The Business Manager is directed to provide the County Auditors of Lawrence and Meade Counties with the Schedule. The Schedule is made a part of this Resolution as if stated in full and shall be open to public inspection at the office of the Business Manager. Said levies shall be irrevocable so long as any of the Certificates or interest thereon shall remain unpaid, except that the School Board of the District and the Auditors shall have the power to reduce the levy as provided by SDCL §13-16-11.

Section 3.3. Pledge of State Aid to Education.

In order to secure payment of the principal of and interest on the Certificates as and when due, the School District hereby pledges and grants to the Registration Agent all of the School District's right, title, and interest in and to all State Aid to Education.

Section 3.4. Deposit of Pledged Moneys.

Pursuant to the requirements of the Program, the School District shall deposit with the Registrar and Paying Agent on or before the fifteenth day of the month preceding the principal and/or interest payment coming due on the next Interest Payments Date.

ARTICLE IV

FORM, TERMS, EXECUTION, AND TRANSFER OF CERTIFICATES

Section 4.1. Authorized Certificates.

The aggregate principal amount of Certificates that may be issued under this Certificate Resolution shall not exceed Ten Million and No/100 Dollars (\$10,000,000).

Section 4.2. Form of Certificates; Execution.

(a) The Certificates are issuable only as fully registered Certificates, without coupons, in any denomination and one single Certificate may represent installments of principal maturing on more than one date. All Certificates issued under this Resolution shall be substantially in the form set forth in Exhibit A attached hereto, and by this reference incorporated herein as fully as though copied.

(b) The Certificates shall be executed in such manner as may be prescribed by applicable law in the name and on behalf of the School District with the manual or facsimile signature of the President of the School Board, attested by the manual or facsimile signature of the Business Manager, and approved as to form and countersigned by a Resident Attorney by his manual or facsimile signature.

(c) In the event any officer whose manual or facsimile signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificates, such manual or such facsimile signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until such delivery. Any Certificate may bear the facsimile signature of, or

may be manually signed by, such individuals who, at the actual time of the execution of such Certificate, were the proper officers of the School District to sign such Certificates, although on the date of the adoption by the School District of this Resolution, such individuals may not have been such officers.

Section 4.3. Maturities, Interest Rates, and Certain Other Provisions of Certificates.

(a) The Certificates shall become due and payable as set forth in the Certificate Purchase Agreement.

(b) The Certificates shall be designated “Limited Tax General Obligation Certificates, Series 2017,” or such other designation as shall be determined by the School Board pursuant to Section 8.1 hereof. The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on Interest Payment Dates. Interest on each Certificate shall be paid by wire transfer, check or draft of the Paying Agent, payable in lawful money of the United States of America, to the person in whose name such Certificates is registered at the close of business on the Record Date. The principal of the Certificates shall be payable in lawful money of the United States of America at the principal office of the Paying Agent on the Certificates Payment Date. Each Certificate shall state that it is issued pursuant to SDCL 6-8B.

(c) The Registration Agent shall make all interest payments with respect to the Certificates on each interest payment date directly to the registered owners as shown on the Certificate registration records maintained by the Registration Agent as of the close of business on the Record Date by wire transfer, check or draft mailed to such owners at their addresses shown on said Certificate registration records, without, except for final payment, the presentation or surrender of such registered Certificates, and all such payments shall discharge the obligations of the School District in respect of such Certificates to the extent of the payments so made. Payment of principal of and premium, if any, on the Certificates shall be made upon presentation and surrender of such Certificates to the Registration Agent as the same shall become due and payable.

(d) **Additional Certificates.** This Resolution authorizing the issuance of the Certificates permits the issuance of additional certificates payable from the Capital Outlay Fund of the District, provided that the School Board first determines that a Capital Outlay Fund tax levy of not more than \$3 per \$1,000 of taxable valuation will afford debt service coverage for all Outstanding Capital Outlay Certificates, plus the additional capital outlay certificates proposed to be issued, of at least 1.25 times. The property tax levy for any such additional certificates, together with the levy for then all Outstanding Capital Outlay Certificates described herein and any other Capital Outlay Fund purposes, would be limited to \$3 per \$1,000 in total. Such additional certificates would have a parity claim with all the then Outstanding Capital Outlay Certificates against property tax revenues received into the Capital Outlay Fund of the District. In addition, if a State Aid Pledge Agreement is executed and delivered in connection with the issuance of such additional Certificates, such Certificates shall also have a parity claim on the State Aid to Education.

Section 4.4. Negotiability of Certificates.

All Certificates issued under this Resolution shall be negotiable, subject to the provisions for registration and transfer contained in this Resolution and in the Certificates.

Section 4.5. Registration, Transfer and Exchange of Certificates.

(a) The Certificates are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Certificate(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Certificate(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Certificate(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Certificate or Certificates to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Certificate during the period commencing on a Record Date and ending on the corresponding interest payment date of such Certificate, nor to transfer or exchange any Certificate after the publication of notice calling such Certificate for redemption has been made, nor to transfer or exchange any Certificate during the period following the receipt of instructions from the School District to call such Certificate for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Certificates, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the School District nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Certificates shall be overdue. Certificates, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of Certificates of the same maturity in any authorized denomination or denominations.

(b) Except as otherwise provided in this subsection, the Certificates shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Certificates. References in this Section to a Certificate or the Certificates shall be construed to mean the Certificate or the Certificates that are held under the Book-Entry System. One Certificate for each maturity shall be issued to DTC and immobilized in its custody. Unless otherwise provided herein, a Book-Entry System shall be employed, evidencing ownership of the Certificates in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Certificates. Beneficial ownership interests in the Certificates may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are herein referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Certificates representing their beneficial ownership interests. The ownership interests of each

Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Certificates. Transfers of ownership interests in the Certificates shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE CERTIFICATES, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE CERTIFICATES FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE CERTIFICATES, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS CERTIFICATE RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Certificates, so long as DTC is the only owner of the Certificates, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. Neither the School District nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Certificates or (2) the School District determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Certificates would adversely affect their interests or the interests of the Beneficial Owners of the Certificates, the School District may discontinue the Book-Entry System with DTC. If the School District fails to identify another qualified securities depository to replace DTC, the School District shall cause the Registration Agent to authenticate and deliver replacement Certificates in the form of fully registered Certificates to each Beneficial Owner.

NEITHER THE SCHOOL DISTRICT NOR THE REGISTRATION AGENT SHALL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE CERTIFICATES; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE CERTIFICATES; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS CERTIFICATE RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE CERTIFICATES; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

SO LONG AS A BOOK-ENTRY SYSTEM OF EVIDENCE OF TRANSFER OF OWNERSHIP OF ALL THE CERTIFICATES IS MAINTAINED IN ACCORDANCE

HEREWITH, THE PROVISIONS OF THIS RESOLUTION RELATING TO THE DELIVERY OF PHYSICAL BOND CERTIFICATES SHALL BE DEEMED INAPPLICABLE OR BE OTHERWISE SO CONSTRUED AS TO GIVE FULL EFFECT TO SUCH BOOK-ENTRY SYSTEM. IF THE PROVISIONS OF THE LETTER OF REPRESENTATION SHALL BE IN CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION AS SAID PROVISIONS RELATE TO DTC, THE PROVISIONS OF THE LETTER OF REPRESENTATION SHALL CONTROL.

Section 4.6. Mutilated, Lost, Stolen, or Destroyed Certificates.

(a) In the event any Certificate is mutilated, lost, stolen, or destroyed, the School District may execute, and upon the request of an Authorized Officer of the School District the Registration Agent shall authenticate and deliver, a new Certificate of like maturity, interest rate, and principal amount, and bearing the same number (but with appropriate designation indicating that such new Certificate is a replacement Certificate) as the mutilated, destroyed, lost, or stolen Certificate, in exchange for the mutilated Certificate or in substitution for the Certificate so destroyed, lost, or stolen. In every case of exchange or substitution, the Certificateholder shall furnish to the School District and the Registration Agent: (1) such security or indemnity as may be required by them to save each of them harmless from all risks, however remote; and, (2) evidence to their satisfaction of the mutilation, destruction, loss, or theft of the subject Certificate and the ownership thereof. Upon the issuance of any Certificate upon such exchange or substitution, the School District and the Registration Agent may require the Owner thereof to pay a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including printing costs and counsel fees, of the School District and the Registration Agent. In the event any Certificate which has matured or is about to mature shall become mutilated or be destroyed, lost, or stolen, the School District may, instead of issuing a Certificate in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Certificate) if the Owner thereof shall pay all costs and expenses, including attorney's fees, incurred by the School District and the Registration Agent in connection herewith, as well as a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and shall furnish to the School District and the Registration Agent such security or indemnity as they may require to save them harmless and evidence to the satisfaction of the School District and the Registration Agent the mutilation, destruction, loss, or theft of such Certificate and of the ownership thereof.

(b) Every Certificate issued pursuant to the provisions of this section shall constitute an additional contractual obligation of the School District (whether or not the destroyed, lost, or stolen Certificate shall be found at any time to be enforceable) and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Certificates duly issued under this Resolution.

(c) All Certificates shall be held and owned upon the express condition that the provisions of this Section are exclusive, with respect to the replacement or payment of mutilated, destroyed, lost, or stolen Certificates, and, to the maximum extent legally permissible, shall preclude all other rights or remedies, notwithstanding any law or statute now existing or hereafter enacted to the contrary.

Section 4.7. Authentication.

The Registration Agent is hereby authorized to authenticate and deliver the Certificates to the Underwriter or as it may designate upon receipt by the School District of the proceeds of the sale thereof, to authenticate and deliver Certificates in exchange for Certificates of the same principal amount delivered for transfer upon receipt of the Certificate(s) to be transferred in proper form with proper documentation as hereinabove described. The Certificates shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Certificate form.

Section 4.8. Qualification for DTC.

The Registration Agent is hereby authorized to take such actions as may be necessary from time to time to qualify and maintain the Certificates for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Certificates, utilization of electronic book entry data received from DTC in place of actual delivery of Certificates and provision of notices with respect to Certificates registered by the DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the Owners of the Certificates, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

Section 4.9. Underwriter.

The President and Business Manager are authorized to retain Dougherty & Company LLC as Underwriter upon such terms as they approve.

Section 4.10. Bond Counsel.

The President and Business Manager are authorized to retain Meierhenry Sargent LLP as Bond Counsel upon such terms as they approve.

Section 4.11. Rating Agency.

The President and Business Manager are authorized to retain the Rating Agency upon such terms as they approve.

Section 4.12. Dissemination Agent.

The District authorizes the Authorized Officer of the District to retain a dissemination agent with regard to the written undertaking authorized in Section 9.7 hereof.

Section 4.13. The State Aid Pledge Agreement. The Certificates shall be secured by the State Aid to Education pursuant to the State Aid Pledge Agreement and this Resolution. The President and the Business Manager are, or either of them is, hereby authorized to execute, deliver, and perform the State Aid Pledge Agreement in connection with the offer, sale, and issuance of the

Certificates. The State Aid Pledge Agreement shall be in the form and content acceptable to the President and Business Manager, the execution thereof by either of them to constitute conclusive evidence thereof.

ARTICLE V
REDEMPTION OF CERTIFICATES PRIOR TO MATURITY

Section 5.1. Redemption.

The Certificates shall be redeemable as set forth in the Certificate Purchase Agreement.

Section 5.2. Notice of Redemption.

(a) Notice of call for redemption, whether optional or mandatory, shall be given in accordance with SDCL Chapter 6-8B.

Section 5.3. Payment of Redeemed Certificates.

(a) If notice of redemption shall have been given in the manner and under the conditions provided in Section 5.2 hereof and if on the date so designated for redemption the Registration Agent shall hold sufficient monies to pay the redemption price of, and interest to the redemption date on, the Certificates to be redeemed as provided in this Resolution, then: (1) the Certificates so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Certificates on such date; (2) interest on the Certificates so called for redemption shall cease to accrue; and, (3) such Certificates shall no longer be Outstanding or secured by, or be entitled to, the benefits of this Resolution, except to receive payment of the redemption price thereof and interest thereon from monies then held by the Registration Agent.

(b) If on the redemption date, monies for the redemption of all Certificates or portions thereof to be redeemed, together with interest thereon to the redemption date, shall not be held by the Registration Agent so as to be available therefor on such date, the Certificates or portions thereof so called for redemption shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption and shall continue to be secured by and be entitled to the benefits of this Resolution.

ARTICLE VI
REGISTRATION AGENT

Section 6.1. Appointment and Acceptance of Duties.

(a) The School District hereby authorizes the Business Manager to appoint the Registration Agent with respect to the Certificates and authorizes and directs the Registration Agent to maintain Certificate registration records with respect to the Certificates, to authenticate and deliver the Certificates as provided herein, either at original issuance, upon transfer, or as otherwise directed by the School District, to effect transfers of the Certificates, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Certificates as provided herein, to cancel and destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the School District at least annually a certificate of destruction with respect to Certificates canceled and destroyed, and to furnish the School District at least annually an audit confirmation of

Certificates paid, Certificates Outstanding and payments made with respect to interest on the Certificates. The President and the Business Manager, or either of them is hereby authorized to execute and the Business Manager is hereby authorized to attest such written agreement between the School District and the Registration Agent as they shall deem necessary or proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

Section 6.2. Permitted Acts and Functions.

The Registration Agent may become the Owner of any Certificates, with the same rights as it would have if it were not a Registration Agent. The Registration Agent may act as a purchaser or fiscal agent in connection with the sale of the Certificates or of any other securities offered or issued by the School District.

Section 6.3. Resignation or Removal of the Registration and Paying Agent and Appointment of Successors.

(a) The Registration and Paying Agent may at any time resign and be discharged of the duties and obligations created by this Certificate Resolution by giving at least sixty (60) calendar days' written notice to the Business Manager. The Registration and Paying Agent may be removed at any time by the Business Manager, provided that such removal does not constitute a breach of any contractual agreement with any such Registration and Paying Agent, by filing written notice of such removal with such Registration and Paying Agent. Any successor Registration and Paying Agent shall be appointed by the Business Manager and shall be a trust company or a bank having the powers of a trust company, having a combined capital, surplus, and undivided profits aggregating at least Seventy-Five Million Dollars (\$75,000,000), willing to accept the office of Registration and Paying Agent on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Certificate Resolution.

(b) In the event of the resignation or removal of the Registration and Paying Agent, such Registration and Paying Agent shall pay over, assign and deliver any monies and securities held by it as Registration and Paying Agent, and all books and records and other properties held by it as Registration and Paying Agent, to its successor, or if there be no successor then appointed, to the Business Manager until such successor be appointed.

Section 6.4. Merger or Consolidation of Registration and Paying Agent.

Any corporation or association into which the Registration and Paying Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole, or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party shall be and become successor Registration and Paying Agent hereunder and shall be vested with all the trusts, powers, discretion, immunities, privileges, and other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein contained to the contrary notwithstanding. Upon any such conversion, merger, consolidation, sale or transfer, the Business Manager shall have the

right and option, upon notice to such converted, merged, consolidated or acquiring entity, to remove such entity and appoint a successor thereto pursuant to the procedures and requirements set forth in Section 6.3 hereof.

ARTICLE VII
DEFEASANCE OF CERTIFICATES

If the School District shall pay and discharge the indebtedness evidenced by any of the Certificates in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Certificates as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (“an Agent”; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Certificates and to pay premium, if any, and interest thereon when due until the maturity or redemption date (provided, if such Certificates are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Certificates to the Registration Agent, for cancellation by it;

and if the School District shall also pay or cause to be paid all other sums payable hereunder by the School District with respect to such Certificates, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest and redemption premiums, if any, on such Certificates when due, then and in that case the indebtedness evidenced by such Certificates shall be discharged and satisfied and all covenants, agreements and obligations of the School District to the holders of such Certificates shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the School District shall pay and discharge the indebtedness evidenced by any of the Certificates in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and premium, if any, and interest on said Certificates; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the School District as received by

the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and premium, if any, and interest to become due on said Certificates on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the School District, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under South Dakota Law for the purposes described in this Section, which Certificates or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

ARTICLE VIII

SALE OF CERTIFICATES AND DEPOSIT OF PROCEEDS

Section 8.1. Sale of Certificates.

The Certificates shall be sold, not less than fifteen (15) days apart from the Limited Tax General Obligation Certificates, Series 2016, to the Underwriter at a price to be set forth in the Certificate Purchase Agreement. The President and the Business Manager, or either of them, is authorized to make such changes in the structuring of the terms and sale of the Certificates as they shall deem necessary. The form of the Certificate set forth in Exhibit A attached hereto shall be conformed to reflect any changes, if any, as hereinbefore mentioned. The President and the Business Manager, or either of them, are hereby authorized to execute and the Business Manager is authorized to attest the Certificate Purchase Agreement with the Underwriter providing for the purchase and sale of the Certificates. The Certificate Purchase Agreement shall be in form and content acceptable to the President and Business Manager, the execution thereof by either of them to constitute conclusive evidence thereof; provided the Certificate Purchase Agreement effects the sale of the Certificates in accordance with the provisions of this Resolution, and is not inconsistent with the terms hereof. The President and the Business Manager are authorized to cause the Certificates to be authenticated and delivered by the Registration Agent to the Underwriter and to execute, publish, and deliver all certificates and documents, including the Official Statement, and closing certificates and documents, as they shall deem necessary in connection with the sale and delivery of the Certificates.

Section 8.2. Official Statement.

The President, Business Manager, and the Underwriter are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Certificates (the "Preliminary Official Statement"). After the Certificates have been sold, the President and Business Manager shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission.

To comply with paragraph (b) (3) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “Rule”) and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board, the School District agrees to deliver to the Underwriter, the Official Statement (which shall be a final official statement, as such term is defined in the Rule, as of its date) in an electronic format as prescribed by the MSRB.

Section 8.3. Disposition of Certificate Proceeds.

The proceeds of the sale of the Certificates shall be deposited in the Capital Outlay Fund and shall be used by the School District to provide funds to: (1) construct, equip and furnish approximately 110,000 square foot two story middle school building to be located in Summerset and (2) pay the costs of issuing the Certificates.

Section 8.4. Tax Matters.

(a) The School District covenants and agrees with the registered owners from time to time of the Certificates that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Certificates to become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations (the “Regulations”), and covenants to take any and all actions within its powers to ensure that the basic interest on the Certificates will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

(b) The President and the Business Manager, being the officers of the District charged with the responsibility for issuing the Certificates pursuant to this Resolution are hereby authorized and directed to execute and deliver to the Underwriter thereof a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Certificates, it is reasonably expected that the proceeds of the Certificates will be used in a manner that would not cause the Certificates to be “arbitrage Certificates” within the meaning of Section 148 of the Code and the Regulations.

(c) The District further certifies and covenants as follows with respect to the requirements of Section 148 of the Code that the District reasonably expects, as of the Closing Date, that the aggregate face amount of all tax exempt Certificates (other than private activity Certificates) issued by it and all subordinate entities during the calendar year of 2017 will not exceed \$15,000,000.

(d) The District shall file with the Secretary of the Treasury a statement concerning the Certificates containing the information required by Section 149(e) of the Code.

(e) Pursuant to Section 265(b)(3)(B)(ii) of the Code, the District hereby designates the Certificates as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. The District hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the

Code (including refunding obligations as provided in Section 265 (b) (3) of the Code and including “qualified 501 (c) (3) Certificates” but excluding other “private activity Certificates,” as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the District and all “subordinate entities” of the District in 2017 in an amount greater than \$10,000,000.

ARTICLE IX

MISCELLANEOUS

Section 9.1. Failure to Present Certificates.

(a) Subject to the provisions of Section 4.6 hereof, in the event any Certificate shall not be presented for payment when the principal or redemption price hereof becomes due, either at maturity or at the date fixed for prior redemption thereof or otherwise, and in the event monies sufficient to pay such Certificate shall be held by the Registration Agent for the benefit of the Owner thereof, all liability of the School District to such Owner for the payment of such Certificate shall forthwith cease, determine, and be completely discharged. Whereupon, the Registration Agent shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Certificate who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Certificates.

(b) If any Certificate shall not be presented for payment within a period of six years following the date when such Certificate becomes due, whether by maturity or otherwise, the Registration Agent shall, subject to the provisions of any applicable escheat or other similar law, pay to the School District any monies then held by the Registration Agent for the payment of such Certificate and such Certificate shall (subject to the defense of any applicable statute of limitation) thereafter constitute an unsecured obligation of the School District.

Section 9.2. Payments Due on Saturdays, Sundays, and Holidays.

In any case where the date of maturity or interest on or principal of any Certificates, or the date fixed for redemption of any Certificates, shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions similar to the Registration Agent are authorized by law to close, then the payment of the interest on, or the principal, or the redemption price of, such Certificate need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions similar to the Registration Agent are authorized by law to close, with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 9.3. Miscellaneous Acts.

The appropriate officers of the School District are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, deliver, and, if applicable file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may, in their discretion,

be necessary or desirable to implement or comply with the intent of this Resolution, or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery by the School District of the Certificates.

Section 9.4. Amendment.

The School Board is hereby authorized to make such amendments to this Resolution as will not impair the rights of the Certificateholders.

Section 9.5. No Recourse Under Certificate Resolution or on Certificates.

All stipulations, promises, agreements, and obligations of the School District contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the School District and not of any officer, director, or employee of the School District in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Certificates or for any claim based thereon or this Resolution against any officer, director, or employee of the School District or against any official or individual executing the Certificates.

Section 9.6. Partial Invalidity.

If any one or more of the provisions of this Resolution, or of any exhibit or attachment thereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 9.7. Continuing Disclosure.

The School District hereby covenants and agrees that it will provide financial information and material event notices as required by Rule 15c2-12 of the Securities Exchange Commission for the Certificates. The President is authorized to execute at the Closing of the sale of the Certificates, an agreement for the benefit of and enforceable by the owners of the Certificates specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the School District to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Certificates to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the School District to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 9.8. Conflicting Resolutions Repealed.

All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 9.9. Post Issuance Compliance.

The School District does hereby adopt Meierhenry Sargent Post-Issuance Compliance Policy and Tax-Advantaged Obligations and Continuing Disclosure with regard to the Certificates attached hereto. The School District appoints the Business Manager as its chief post issuance compliance officer.

Section 9.10. Effective Date.

This Resolution shall take effect from and after its adoption, the welfare of the School District requiring it.

Said motion was seconded by Member _____ and upon vote being taken the following voted AYE: _____

_____ and the following voted NAY: _____

ATTEST: _____ President

_____ Business Manager

EXHIBIT A-(FORM OF CERTIFICATES)

UNITED STATES OF AMERICA
STATE OF SOUTH DAKOTA
MEADE SCHOOL DISTRICT 46-1
LAWRENCE AND MEADE COUNTIES, SOUTH DAKOTA
LIMITED TAX GENERAL OBLIGATION CERTIFICATES, SERIES 2017

REGISTERED

REGISTERED

No.

\$.00

Interest Rate
%

Maturity Date

Certificate Date
, 2017

CUSIP No.

Registered Owner: Cede & Co.
55 Water Street, 1st Floor.
New York, New York 10041
Tax ID #13-2555119

Principal Amount: AND NO\100 DOLLARS

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE CERTIFICATE SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law.

This Certificate shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until it shall have been authenticated by the execution by the Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the School District has caused this Certificate to be signed by the manual or facsimile signature of its President of the School Board of the Meade School District 46-1 and to be countersigned by the manual or facsimile signature of its Business Manager all as of the Certificate Date specified above.

ATTEST:

MEADE SCHOOL DISTRICT 46-1, SOUTH DAKOTA

Business Manager

By:

COUNTERSIGNED:

President of the School Board

Resident Attorney

CERTIFICATE OF AUTHENTICATION

This Certificate is a Certificate of the series designated therein and has been issued under the provisions of the within-mentioned Resolution and the date of its authentication is _____, 2017.

The First National Bank in Sioux Falls
Sioux Falls, South Dakota
Paying Agent and Registrar

By: _____
Authorized Officer

KNOW ALL MEN BY THESE PRESENTS: That the Meade School District 46-1, Sturgis (the "School District"), in Lawrence and Meade Counties, South Dakota, hereby acknowledges itself to owe and for value received promises to pay the Principal Amount, to the Registered Owner mentioned above in lawful money of the United States of America, together with interest thereon from the Certificate Date mentioned above at the Interest Rate mentioned above. The interest hereon is payable _____, and semiannually thereafter on _____ and _____ (each an "Interest Payment Date") in each year to maturity or earlier redemption by wire transfer, check or draft mailed to the Registered Owner at its address as it appears on the Certificate registration books of the School District maintained by The First National Bank in Sioux Falls, Sioux Falls, South Dakota, as Certificate registrar and paying agent (the "Registrar"), on the close of business on the _____ day (whether or not a business day) of the calendar month next preceding each interest payment date. The principal hereof due at maturity or upon redemption prior to maturity is payable at the office of Registrar upon presentation and surrender of this Certificate at maturity or upon earlier redemption. The principal of, premium (if any) and interest on this Certificate is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

[PROGRAM PROVISIONS]

This Certificate is one of an authorized issue of Certificates limited in aggregate principal amount to a maximum of \$10,000,000 (the "Certificates") all of like date and tenor except as to maturity, interest rates and privileges of redemption, the proceeds of this issue, combined with interest earnings, will be used to pay: (1) to construct, equip and furnish approximately 110,000 square foot two story middle school building to be located in Summerset, and (2) the costs of issuing the Certificates pursuant to a resolution duly and regularly adopted by the School District (the "Certificate Resolution"), and are subject to all the provisions and limitations of the Resolution and Chapters 13-16 and 6-8B, South Dakota Codified Laws, as amended. The District has levied an irrevocable Capital Outlay levy in an amount not to exceed three dollars per thousand of taxable valuation for the payment of the Certificates. In addition, to further secure payment of the Certificates, the School District has pledged all of its right, title, and interest in and to State Aid to Education under Title 13 of the South Dakota Codified Laws ("Pledged State Aid") and has entered into a State Pledge Aid Agreement with the South Dakota Health and Educational Facilities Authority, The First National Bank in Sioux Falls, and the South Dakota Department of Education pursuant to which State Aid to Education may be applied to pay principal and interest on the Certificates and any other Certificates issued by the School District secured on a parity with the Certificates.

Redemption Provisions

Additional Certificates

The Resolution authorizing the issuance of the Certificates permits the issuance of additional capital outlay certificates payable from the Capital Outlay Fund of the District, provided that the School Board first determines that a Capital Outlay Fund tax levy of not more than \$3 per \$1,000 of taxable valuation will afford debt service coverage for all Outstanding Capital Outlay Certificates, plus the additional capital outlay certificates proposed to be issued, of at least 1.25 times. The property tax levy for any such additional certificates, together with the levy for then all Outstanding Capital Outlay Certificates described herein and any other Capital Outlay Fund purposes, would be limited to \$3 per \$1,000 in total. Such additional certificates would have a parity claim with all the then Outstanding Capital Outlay Certificates against property tax revenues received into the Capital Outlay Fund of the District. In addition, if a State Aid Pledge Agreement is executed and delivered in connection with the issuance of such additional Certificates, such Certificates shall also have a parity claim on the State Aid to Education.

This Certificate is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the Certificate Registrar in Sioux Falls, South Dakota, but only in the manner, subject to the limitations and upon payment of the charges provided in the Certificate Resolution, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefore.

The School District and the Certificate Registrar may deem and treat the registered holder hereof as the absolute owner hereof and neither the School District nor the Certificate Registrar shall be affected by any notice to the contrary.

The School District has in the Resolution designated such issue of Certificates as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(III) of the Internal Revenue Code of 1986, as amended.

CERTIFICATE OPINION

\$10,000,000
Meade School District 46-1
Lawrence and Meade Counties, South Dakota
Limited Tax General Obligation Certificates, Series 2017

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Meade School District 46-1 (the "Issuer") of \$10,000,000 Limited Tax General Obligation Certificates, Series 2017, dated _____, (the "Certificates"). We have examined such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify such facts by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Issuer is duly created and validly existing as a body corporate and politic and public instrumentality of the State of South Dakota with the corporate power to adopt and perform the Resolution and issue the Certificates.

2. A Resolution has been duly adopted by the Issuer on _____, 2017 and constitutes a valid and binding limited obligation of the Issuer enforceable upon the Issuer.

3. The Resolution levies ad valorem taxes not in excess of three dollars per thousand annually upon all of the taxable property in the District, for the capital outlay fund of the District, from which fund, said Certificates and interest thereon are payable.

4. The Certificates are additionally secured by the School District's pledge of all of its right, title, and interest in and to State Aid to Education under Title 13 of the South Dakota Codified Laws and the School District has entered into a State Aid Pledge Agreement (the "State Aid Pledge Agreement") with the South Dakota Health and Educational Facilities Authority, The First National Bank in Sioux Falls, and the South Dakota Department of Education in furtherance of such pledge.

5. The District has irrevocably authorized pursuant to a State Aid Pledge Agreement and directed the South Dakota Health and Educational Facilities Authority (the "Authority") to intercept from time to time, as necessary, State of South Dakota appropriated funds to which the District is entitled, and to transfer to the paying agent, from such intercepted funds, the amount necessary to pay principal of and interest then due on the Certificates.

6. The Certificates have been duly authorized, executed and delivered by the Issuer and are valid and binding limited obligations of the Issuer, payable solely from the sources provided therefore in the Resolution.

7. The interest on the Certificates is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that for the purpose of computing the alternative minimum tax imposed on certain corporations as defined for federal income tax purposes, such interest is taken into account in determining adjusted current earnings. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986 as amended, that must be satisfied subsequent to the issuance of the Certificates in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Certificates in

gross income for federal income tax purposes to be retroactive to the date of issuance of the Certificates. We express no opinion regarding other federal tax consequences arising with respect to the Certificates.

8. Under existing law, the interest on the Certificates is includible in "taxable income" for the State of South Dakota income tax purposes when the recipient is a "financial institution" as defined by Chapter 10-43, South Dakota Codified Laws, according to present state laws, regulations and decisions. We express no further opinions regarding other South Dakota tax consequences arising with regard to the Certificates.

9. The Certificates are qualified tax-exempt obligations within the meaning of Section 265(b)(3) of the Code.

It is to be understood that the rights of the holders of the Certificates and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity and subject to regulatory requirements under the laws of the United States and of the State of South Dakota.

Meierhenry Sargent LLP

AS PROVIDED IN THE RESOLUTION REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE RESOLUTION, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS CERTIFICATE MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS CERTIFICATE MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE RESOLUTION.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY CERTIFICATE ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.
Dated:

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

**Post-Issuance Compliance Policy for Tax-Exempt and
Tax-Advantaged Obligations and Continuing Disclosure**

Definitions

“Compliance Officer” means the Business Manager of the Issuer.

“Issuer” means the Meade School District 46-1.

Statement of Purpose

This Post-Issuance Compliance Policy (the “Policy”) sets forth specific policies of the Issuer designed to monitor post-issuance compliance:

- (i) with applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and regulations promulgated thereunder (“Treasury Regulations”) for obligations issued by the Issuer on tax-exempt or tax-advantaged basis (“Obligations”); and
- (ii) with applicable requirements set forth in certificates and agreement(s) (“Continuing Disclosure Agreements”) providing for ongoing disclosure in connection with the offering of obligations to investors (“Offerings”), for obligations (whether or not tax-exempt/tax-advantaged) subject to the continuing disclosure requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission (“SEC”) under the Securities Exchange Act of 1934.

This Policy documents practices and describes various procedures and systems designed to identify on a timely basis facts relevant to demonstrating compliance with the requirements that must be satisfied subsequent to the issuance of Obligations in order that the interest on such Obligations continue to be eligible to be excluded from gross income for federal income tax purposes or that the Obligations continue to receive tax-advantaged treatment. The federal tax law requirements applicable to each particular issue of Obligations will be detailed in the arbitrage or tax certificate prepared by bond counsel and signed by officials of the Issuer and the post-closing compliance checklist provided by bond counsel with respect to that issue. This Policy establishes a permanent, ongoing structure of practices and procedures that will facilitate compliance with the requirements for individual borrowings.

This Policy similarly documents practices and describes various procedures and systems designed to ensure compliance with Continuing Disclosure Agreements, by preparing and disseminated related reports and information and reporting “material events” for the benefit of the holders of the Issuer's obligations and to assist the Participating Underwriters (within the meaning of the Rule) in complying with the Rule.

The Issuer recognizes that compliance with pertinent law is an on-going process, necessary during the entire term of the obligations, and is an integral component of the Issuer's debt

management. Accordingly, the analysis of those facts and implementation of the Policy will require on-going monitoring and consultation with bond counsel and the Issuer's accountants and advisors.

General Policies and Procedures

The following policies relate to procedures and systems for monitoring post-issuance compliance generally.

- A. The Compliance Officer shall be responsible for monitoring post-issuance compliance issues.
- B. The Compliance Officer will coordinate procedures for record retention and review of such records.
- C. All documents and other records relating to Obligations issued by the Issuer shall be maintained by or at the direction of the Compliance Officer. In maintaining such documents and records, the Compliance Officer will comply with applicable Internal Revenue Service ("IRS") requirements, such as those contained in Revenue Procedure 97-22.
- D. The Compliance Officer shall be aware of options for voluntary corrections for failure to comply with post-issuance compliance requirements (such as remedial actions under Section 1.141-12 of the Regulations and the Treasury's Tax-Exempt Certificates Voluntary Closing Agreement Program) and take such corrective action when necessary and appropriate.
- E. The Compliance Officer will review post-issuance compliance procedures and systems on a periodic basis, but not less than annually.

Issuance of Obligations - Documents and Records

With respect to each issue of Obligations, the Compliance Officer will:

- A. Obtain and store a closing binder and/or CD or other electronic copy of the relevant and customary transaction documents (the "Transcript").
- B. Confirm that bond counsel has filed the applicable information report (e.g., Form 8038, Form 8038-G, Form 8038-CP) for such issue with the IRS on a timely basis.
- C. Coordinate receipt and retention of relevant books and records with respect to the investment and expenditure of the proceeds of such Obligations with other applicable staff members of the Issuer.

Arbitrage

The following policies relate to the monitoring and calculating of arbitrage and compliance with specific arbitrage rules and regulations.

The Compliance Officer will:

- A. Confirm that a certification of the initial offering prices of the Obligations with such supporting data, if any, required by bond counsel, is included in the Transcript.
- B. Confirm that a computation of the yield on such issue from the Issuer's financial advisor or bond counsel (or an outside arbitrage rebate specialist) is contained in the Transcript.
- C. Maintain a system for tracking investment earnings on the proceeds of the Obligations.
- D. Coordinate the tracking of expenditures, including the expenditure of any investment earnings. If the project(s) to be financed with the proceeds of the Obligations will be funded with multiple sources of funds, confirm that the Issuer has adopted an accounting methodology that maintains each source of financing separately and monitors the actual expenditure of proceeds of the Obligations.
- E. Maintain a procedure for the allocation of proceeds of the issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures. This procedure shall include an examination of the expenditures made with proceeds of the Obligations within 18 months after each project financed by the Obligations is placed in service and, if necessary, a reallocation of expenditures in accordance with Section 1.148-6(d) of the Treasury Regulations.
- F. Monitor compliance with the applicable "temporary period" (as defined in the Code and Treasury Regulations) exceptions for the expenditure of proceeds of the issue, and provide for yield restriction on the investment of such proceeds if such exceptions are not satisfied.
- G. Ensure that investments acquired with proceeds of such issue are purchased at fair market value. In determining whether an investment is purchased at fair market value, any applicable Treasury Regulation safe harbor may be used.
- H. Avoid formal or informal creation of funds reasonably expected to be used to pay debt service on such issue without determining in advance whether such funds must be invested at a restricted yield.
- I. Consult with bond counsel prior to engaging in any post-issuance credit enhancement transactions or investments in guaranteed investment contracts.

- J. Identify situations in which compliance with applicable yield restrictions depends upon later investments and monitor implementation of any such restrictions.
- K. Monitor compliance with six-month, 18-month or 2-year spending exceptions to the rebate requirement, as applicable.
- L. Procure a timely computation of any rebate liability and, if rebate is due, to file a Form 8038-T and to arrange for payment of such rebate liability.
- M. Arrange for timely computation and payment of “yield reduction payments” (as such term is defined in the Code and Treasury Regulations), if applicable.

Private Activity Concerns

The following polices relate to the monitoring and tracking of private uses and private payments with respect to facilities financed with the Obligations.

The Compliance Officer will:

- A. Maintain records determining and tracking facilities financed with specific Obligations and the amount of proceeds spent on each facility.
- B. Maintain records, which should be consistent with those used for arbitrage purposes, to allocate the proceeds of an issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures.
- C. Maintain records allocating to a project financed with Obligations any funds from other sources that will be used for otherwise non-qualifying costs.
- D. Monitor the expenditure of proceeds of an issue and investment earnings for qualifying costs.
- E. Monitor private use of financed facilities to ensure compliance with applicable limitations on such use. Examples of potential private use include:
 - 1. Sale of the facilities, including sale of capacity rights;
 - 2. Lease or sub-lease of the facilities (including leases, easements or use arrangements for areas outside the four walls, e.g., hosting of cell phone towers) or leasehold improvement contracts;
 - 3. Management contracts (in which the Issuer authorizes a third party to operate a facility, e.g., cafeteria) and research contracts;

4. Preference arrangements (in which the Issuer permits a third party preference, such as parking in a public parking lot);
5. Joint-ventures, limited liability companies or partnership arrangements;
6. Output contracts or other contracts for use of utility facilities (including contracts with large utility users);
7. Development agreements which provide for guaranteed payments or property values from a developer;
8. Grants or loans made to private entities, including special assessment agreements; and
9. Naming rights arrangements.

Monitoring of private use should include the following:

1. Procedures to review the amount of existing private use on a periodic basis; and
2. Procedures for identifying in advance any new sale, lease or license, management contract, sponsored research arrangement, output or utility contract, development agreement or other arrangement involving private use of financed facilities and for obtaining copies of any sale agreement, lease, license, management contract, research arrangement or other arrangement for review by bond counsel.

If the Compliance Officer identifies private use of facilities financed with tax-exempt or tax-advantaged debt, the Compliance Officer will consult with the Issuer's bond counsel to determine whether private use will adversely affect the tax status of the issue and if so, what remedial action is appropriate. The Compliance Officer should retain all documents related to any of the above potential private uses.

Qualified Tax-Exempt Obligations

If the Issuer issues qualified tax-exempt obligations in any year, the Compliance Officer shall monitor all tax-exempt financings (including lease purchase arrangements and other similar financing arrangements and conduit financings on behalf of 501(c)(3) organizations) to assure that the \$10,000,000 "Small Issuer" limit is not exceeded.

Federal Subsidy Payments

The Compliance Officer shall be responsible for the calculation of the amount of any federal subsidy payments and the timely preparation and submission of the applicable tax form and application for federal subsidy payments for tax-advantaged obligations such as Build America Certificates, New Clean Renewable Energy Certificates and Qualified School Construction Certificates.

Reissuance

The following policies relate to compliance with rules and regulations regarding the reissuance of Obligations for federal law purposes.

The Compliance Officer will identify and consult with bond counsel regarding any post-issuance change to any terms of an issue of Obligations which could potentially be treated as a reissuance for federal tax purposes.

Record Retention

The following policies relate to retention of records relating to the Obligations issued. The Compliance Officer will:

- A. Coordinate with staff regarding the records to be maintained by the Issuer to establish and ensure that an issue remains in compliance with applicable federal tax requirements for the life of such issue.
- B. Coordinate with staff to comply with provisions imposing specific recordkeeping requirements and cause compliance with such provisions, where applicable.
- C. Coordinate with staff to generally maintain the following:
 1. The Transcript relating to the transaction (including any arbitrage or other tax certificate and the bond counsel opinion);
 2. Documentation evidencing expenditure of proceeds of the issue;
 3. Documentation regarding the types of facilities financed with the proceeds of an issue, including, but not limited to, whether such facilities are land, buildings or equipment, economic life calculations and information regarding depreciation.
 4. Documentation evidencing use of financed property by public and private entities (e.g., copies of leases, management contracts, utility user agreements, developer agreements and research agreements);

5. Documentation evidencing all sources of payment or security for the issue; and
 6. Documentation pertaining to any investment of proceeds of the issue (including the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received by the investment of proceeds, guaranteed investment contracts, and rebate calculations).
- D. Coordinate the retention of all records in a manner that ensures their complete access to the IRS.
- E. Keep all material records for so long as the issue is outstanding (including any refunding), plus seven years.

Continuing Disclosure

Under the provisions of SEC Rule 15c2-12 (the “Rule”), Participating Underwriters (as defined in the Rule) are required to determine that issuers (such as the Issuer) have entered into written Continuing Disclosure Agreements to make ongoing disclosure in connection with Offerings subject to the Rule. Unless the Issuer is exempt from compliance with the Rule or the continuing disclosure provisions of the Rule as a result of certain permitted exemptions, the Transcript for each issue of related obligations will include a Continuing Disclosure Agreement executed by the Issuer.

In order to monitor compliance by the Issuer with its Continuing Disclosure Agreements, the Compliance Officer will, if and as required by such Continuing Disclosure Agreements:

- A. Assist in the preparation or review of annual reports (“Annual Reports”) in the form required by the related Continuing Disclosure Agreements.
- B. Maintain a calendar, with appropriate reminder notifications, listing the filing due dates relating to dissemination of Annual Reports, which annual due date is generally expressed as a date within a certain number of days (e.g., 365 days) following the end of the Issuer's fiscal year (the “Annual Report Due Date”), as provided in the related Continuing Disclosure Agreements.
- C. Ensure timely dissemination of the Annual Report by the Annual Report Due Date, in the format and manner provided in the related Continuing Disclosure Agreements, which may include transmitting such filing to the Municipal Securities Rulemaking Board (“MSRB”) through the Electronic Municipal Market Access (“EMMA”) System at www.emma.msrb.org in the format prescribed by the MSRB.
- D. Monitor the occurrence of any “Material Event” (as defined in the Continuing Disclosure Agreements) and timely file notice of the occurrence of any such Material Event in the manner provided under the Continuing Disclosure Agreements. To be timely filed, such notice must be transmitted within 10 days (or

such other time period as set forth in the Continuing Disclosure Agreements) of the occurrence of such Material Event.

- E. Ensure timely dissemination of notice of any failure to perform under a Continuing Disclosure Agreement, if and as required by the Continuing Disclosure Agreement.
- F. Respond to requests, or ensure that the Issuer Contact (as defined in the Continuing Disclosure Agreement) responds to requests, for information under the Rule, as provided in the Continuing Disclosure Agreements.
- G. Monitor the performance of any dissemination agent(s) engaged by the Issuer to assist in the performance of any obligation under the Continuing Disclosure Agreements.

PASSED and ADOPTED by the Meade School District 46-1, this _____ day of _____, _____.

President of the School Board

ATTEST:

Business Manager

STATE AID PLEDGE AGREEMENT

THIS STATE AID PLEDGE AGREEMENT (this "Agreement") dated as of _____, 2017, is made and entered into by and among Meade School District 46-1 (the "District"), the South Dakota Health and Educational Facilities Authority (the "Authority"), the South Dakota Department of Education ("DOE") and The First National Bank in Sioux Falls (the "Paying Agent").

PREAMBLE

WHEREAS, on _____, 2017 the District adopted a Resolution (the "Resolution") authorizing the issuance and sale of its \$_____ Limited Tax General Obligation Certificates, Series _____ (the "Bonds") and has entered into an agreement with the Paying Agent to serve as the Bond Registrar and Paying Agent for such Bonds;

WHEREAS, pursuant to the Resolution, the District has elected to participate in the State Aid Pledge Program (the "Program") authorized pursuant to the Act, including SDCL §13-19-27 and SDCL 1-16A-97, and administered by the Authority in order to provide additional security for payment of the Bonds out of state aid to education appropriated by the Legislature from time to time and payable to the District ("Pledged State Aid");

WHEREAS, the parties hereto desire to agree to certain terms and conditions relating to the Bonds, the Program and the Pledged State Aid;

NOW, THEREFORE, in consideration of the premises, and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Definitions.

All capitalized terms used herein and not otherwise defined in connection with such use shall have the meanings assigned thereto in the Resolution. In addition, the following terms shall have the following meanings when used herein:

"Act": Collectively, SDCL §§ 1-16-A-76, 1-16A-97 to 1-16A-99, inclusive, 13-19-27, 13-19-29, 13-13-39, and 13-13-74.

"Agreement": As defined in the first paragraph of the Agreement.

"Authority": As defined in the first paragraph of the Agreement.

"BFM": South Dakota Bureau of Finance and Management.

"Bonds": As defined in the Preamble.

“Business Day” means any day which is not (i) Saturday, Sunday or other day on which banking institutions in the State of New York or the state in which the Principal Office of the Paying Agent is located are authorized by law or executive order to close or (ii) a day on which New York Stock Exchange is closed.

“Delinquency”: As defined in Section 3(a).

“Delinquency Notice”: As defined in Section 3(a).

“Delinquent Amount” means (i) regarding a Delinquency with respect to a February 1 Principal or Interest Payment Date, all principal, interest, and other amounts coming due with respect to the Bonds or Parity Obligations on such date and on the next occurring August 1 Principal or Interest Payment Date, and (ii) regarding a Delinquency with respect to an August 1 Principal or Interest Payment Date, all principal, interest, and other amounts coming due with respect to the Bonds or Parity Obligations on such date.

“DOE”: As defined in the first paragraph of the Agreement.

“District”: As defined in the first paragraph of the Agreement.

“Intercept Notice”: As defined in Section 3(d).

“Notice Date”: As defined in Section 3(a).

“Parity Obligations” means any bond, note, certificate or other obligation of the District issued after the date hereof which is secured by Pledged State Aid and is still “outstanding” under the resolution, indenture or other instrument pursuant to which it was issued.

“Principal or Interest Payment Date” means any August 1 or February 1.¹

“Paying Agent”: As defined in the Preamble.

“Pledged State Aid”: As defined in the Preamble.

“Program”: As defined in the Preamble.

“Rating Agency”: means Standard & Poor’s Ratings Services.

“Resolution”: As defined in the Preamble.

“State Auditor”: means the South Dakota State Auditor.

¹ Should be February 1 interest and August 1 principal and interest. No changes should be made without prior approval.

Section 2. Pledge of State Aid.

(a) The District hereby ratifies and confirms its pledge in the Resolution of Pledged State Aid to secure payment of the Bonds and any Parity Obligations and hereby covenants and agrees that if a Delinquency occurs with respect to the payment of any amount under or in connection with any outstanding Bond or Parity Obligation, then all moneys from Pledged State Aid shall be applied to pay the Delinquent Amount as shall be specified in the Delinquency Notice.

(b) As provided in further detail in Section 3 below, the District hereby covenants and agrees that, if the Authority determines that the District is delinquent in making any payments pursuant to the Resolution, the Bonds or any Parity Obligation, then no cash receipts from the collection of any taxes, from state aid to education under chapter 13-13 SDCL, or from the collection of tuition charges may be expended for any purpose except paying the amounts due pursuant to the Resolution, Bonds, or any Parity Obligation as specified by written notice by or on behalf of the Authority pursuant to SDCL § 13-13-39 and Section 3 of this Agreement. In such event, moneys from state aid under Title 13 shall be applied to pay the amounts as shall be specified by the Authority to the Paying Agent as provided herein.

(c) As provided in SDCL § 13-19-30, a copy of this Agreement, and the Resolution and any revisions or supplements to it, shall be filed with the secretary of the Department of Education to perfect the lien and security interest of the Authority in the Pledged State Aid under Title 13 and other funds or amounts pledged by the District. No filing, recording, possession, or other action under the uniform commercial code or any other law of this state shall be required to perfect the lien and security interest of the Authority. The lien and security interest of the Authority is deemed perfected, and the trust for the benefit of the Authority so created is binding as of the date when the District made such pledge pursuant to the Resolution, notwithstanding the time of the filing with the secretary of the Department of Education, against all parties having prior or subsequent liens, security interests, or claims of any kind in tort, in contract or otherwise.

Section 3. Payment Provisions; Delinquency and Intercept Notices.

(a) Delinquency Notice. If the District fails to deposit with the Paying Agent any amount due with respect to the Resolution, an outstanding Bond or any Parity Obligation on or before the fifteenth day of the month preceding a Principal or Interest Payment Date for any Outstanding Bond or Parity Obligation (such a failure a “Delinquency”), the Paying Agent shall provide a written notice substantially in the form of Exhibit A attached hereto (a “Delinquency Notice”) to the District, DOE, the State Auditor, BFM and the Authority by the close of business the same Business Day on which the payment was due (the “Notice Date”).

(b) Authority to Contact Delinquent School District. Upon receipt of the Delinquency Notice, the Authority covenants and agrees that it will contact the District directly to confirm the Delinquency and request that the District cure the Delinquency immediately.

(c) Notice of Failure to Cure. If the District does not cure the Delinquency by making the required deposit with the Paying Agent by the close of business on the second Business Day following the Notice Date, the Paying Agent shall provide written notice of such failure substantially in the form of Exhibit B (the “Request For Intercept”) to the District, DOE, the State Auditor, BFM and the Authority by no later than the close of business on the third Business Day following the Notice Date.

(d) Authority to Provide Intercept Notice. Upon receipt of the Request For Intercept described in Section 3(c), the Authority shall provide a written notice substantially in the form of Exhibit C attached hereto (the “Intercept Notice”) from the Authority to DOE and the State Auditor, with copies to the District, the Paying Agent, and BFM,

(1) stating that the Authority has received a Delinquency Notice with respect to the District and that the District has failed to immediately cure such Delinquency,

(2) requesting DOE to deduct from amounts otherwise due to the District for the apportionment of state aid to education funds or other amounts under Title 13 the amount required to pay the Delinquent Amount, and

(3) directing the State Auditor and BFM to cause to be issued a warrant for the full amount of the Delinquent Amount specified in the Intercept Notice from the Authority, or such lesser amount as has been appropriated for the current fiscal year and not yet distributed pursuant to § 13-13-74 and to pay the amount so deducted to the Paying Agent specified by the Authority in such written notice, on or before the last Business Day of the month preceding the applicable Principal or Interest Payment Date, as specified in the Intercept Notice.

(e) Subsequent Adjustment and Distribution of Remaining State Aid. Any amount paid to the Paying Agent pursuant to the procedures described in this Agreement shall be deducted from the remaining amount of state aid to education funds otherwise payable to the District under Title 13, thereby reducing the amount payable pursuant to § 13-13-74. The amount payable to the Paying Agent pursuant to this Agreement in any fiscal year may not exceed the amount of state aid to education funds appropriated and not yet paid to or for the benefit of the District for the current fiscal year.

Section 4. Statutory Provisions.

The payment of Pledged State Aid to the Paying Agent to cure a Delinquency shall be made pursuant to the provisions of SDCL § 13-13-74 notwithstanding any other law, and the parties hereto expressly agree that any such payments are subject to the provisions of SDCL § 13-19-29 and SDCL § 13-13-39. The amounts remitted to the Paying Agent as specified by the Authority in the Intercept Notice shall be used by the Paying Agent solely for the purpose of paying amounts as and when due on the Bonds and any Parity Obligations strictly in accordance with their respective terms and the terms of the Resolution.

Section 5. Covenants of the District, the Paying Agent and the Authority.

(a) So long as any Parity Obligations or Bonds remain Outstanding, the District hereby covenants and agrees that the Outstanding Bonds and all Parity Obligations shall be payable by the same Paying Agent. The District agrees that it will not remove the Paying Agent as bond registrar and paying agent with respect to the Bonds or any Parity Obligations unless and until a successor bond registrar and paying agent ("Successor Paying Agent") has been designated by the District and such successor Paying Agent has entered into an assignment and assumption agreement in a form and in substance acceptable to the Authority. Such assignment and assumption agreement shall provide that any such Successor Paying Agent shall succeed to all rights, covenants and obligations of the Paying Agent hereunder.

(b) The District covenants and agrees for the express benefit of the holders from time to time of any outstanding Bond or Parity Obligation that it shall not pledge state aid to education funds or other amounts under SDCL Title 13 for any other purpose and if any such pledge is made for any other purpose. Notwithstanding such covenant, any such pledge, if made, shall be voidable at the election of the Authority pursuant to SDCL § 13-13-39.

(c) The Authority hereby acknowledges receipt of an application fee of \$_____ for the Program. The District also acknowledges and agrees it shall be responsible for paying the rating agency fee and all other issuance costs associated with this Agreement and any Bonds or any Parity Obligations issued under the Program.

(d) The Authority covenants that it has verified with BFM and the State Auditor that the Paying Agent has taken the necessary actions, if any, to be qualified as a recipient of automated clearinghouse funds paid to the Paying Agent under the terms of this Agreement.

(e) The Authority covenants that following the delivery of an Intercept Notice under Section 3(d) of this Agreement, it will maintain contact with DOE, BFM and the State Auditor to the extent necessary to coordinate their activities and ensure that such parties fully understand their respective obligations under this Agreement.

(f) The District has provided attached Exhibit D which sets forth the scheduled principal and interest payments and payment dates for the Bonds.

Section 6. Indemnification and Hold Harmless. The District shall indemnify and hold harmless the Authority, the Paying Agent, DOE, State Auditor and BFM and their respective members, officers, employees and agents (collectively, the "Indemnitees") from and against any

and all losses, claims, demands, damages, assessments, taxes (other than income taxes), levies, charges, liabilities, costs and expenses, of every conceivable kind, character and nature whatsoever (including, without limitation, reasonable fees of attorneys, accountants, consultants and other experts) (collectively referred to hereinafter in this Section as “Damages”) arising out of, resulting from or in any way connected with the Bonds, all Parity Obligations, this Agreement or the Resolution or actions arising out of, or based on, the issuance, sale and delivery of the Bonds or any Parity Obligations, or any alleged act or omission by any Indemnatee in connection with this Agreement or the payment, nonpayment or other application of Pledged State Aid and for all Damages arising out of, or based upon any untrue or misleading statement or any material fact made by the District, or breach by the District of any warranty or covenant contained in any official statement or other offering documentation relating to any Bonds or Parity Obligations or in this Agreement or any certificate, document or instrument delivered in connection herewith.

Section 7. Termination. This Agreement shall terminate no earlier than one Business Day after the date on which there shall be no Outstanding Bonds and no other Parity Obligations.

Section 8. Amendments.

This Agreement shall not be repealed, revoked, rescinded, altered, amended or supplemented in whole or in part except as shall be agreed to in writing signed by the parties hereto provided, however, that the Authority, DOE, the District and the Paying Agent may, without the consent of, or notice to the owners of the Bonds or any Parity Obligations, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of the owners of the Bonds or any Parity Obligations as theretofore amended or supplemented and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Agreement which shall not be inconsistent with the provisions of this Agreement, or

(b) to grant to or confer for the benefit of the owners of the Bonds or any Parity Obligations any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the Bonds or Parity Obligations, or

(c) to add to the covenants and agreements of one or more parties in this Agreement other covenants and agreements thereafter to be observed by one or more parties to this Agreement, or

(d) to make adjustments in the manner or timing of providing the Delinquency Notice or Intercept Notice, provided, however, any such adjustment described in this clause (d) shall only be permitted if, as of the date such adjustment becomes effective, the Authority determines such adjustment shall not result in a downward adjustment in the then applicable rating assigned to the Bonds or any Parity Obligations by any Rating Agency.

Section 9. Notices, Demands, Requests, and Reports.

All notices, demands, requests and reports to be given or made hereunder to or by the Authority, the Paying Agent, District or DOE shall be in writing and shall be properly made if sent by United States mail, postage prepaid, and addressed as follows:

- (a) Authority: South Dakota Health and Educational
Facilities Authority, Suite 102
330 South Poplar
Pierre, S.D. 57501
Attention: Executive Director
- (b) Paying Agent: The First National Bank in Sioux Falls
100 South Phillips Ave.
Sioux Falls, SD 57104
Attention: Corporate Trust
- (c) District: Meade School District 46-1
1230 Douglas Street
Sturgis, SD 57785-1869
Attention: Business Manager
- (d) DOE: South Dakota Department of Education
800 Governor's Drive
Pierre, South Dakota 57501
Attention: Melody Schopp, Secretary
- (e) State Auditor: State Auditor
500 East Capitol Ave.
Pierre, SD 57501
Attention: Steve Barnett
- (f) BFM: South Dakota Bureau of Finance and
Management
500 East Capitol Ave.
Pierre, South Dakota 57501
Attention: Jason Dilges, Commissioner

The Authority, Paying Agent, District, DOE, State Auditor or BFM may change the address listed for it above at any time upon written notice of such change sent by the United States mail, postage prepaid, to the Authority, Paying Agent, District, DOE, State Auditor or BFM as the case may be.

Section 10. Expenses.

In the event a Delinquency occurs with respect to any Bond or Parity Obligation and the Authority, DOE, State Auditor, BFM or Paying Agent incurs any expenses in connection with

their respective rights or obligations hereunder, the District shall promptly pay or reimburse, upon demand, all out-of-pocket expenses incurred by each of the Authority, DOE, State Auditor, BFM or Paying Agent, including fees and disbursements of counsel, in connection with any such events.

Section 11. No Lien or Charge.

Neither this Agreement or any other obligations entered into as part of the Program shall be or become a lien, charge, or liability against the State of South Dakota, DOE or the Authority, nor against the property or funds of the State of South Dakota, DOE or the Authority within the meaning of the Constitution or laws of South Dakota.

Section 12. No Impairment.

SDCL § 1-16A provides that the State of South Dakota pledges to and agrees with the holders of bonds or capital outlay certificates issued or any lease purchase agreement entered into as part of a program sponsored by the Authority or secured by a pledge of state aid to education funds that the state will not limit or alter the pledge of state aid to education funds or the provision of this section governing the pledge or the terms provided in §§ 13-19-27, 13-19-29, and 13-13-39, inclusive, so as to impair the terms of any contract made by the school district, the state, or the Authority. The state, the District, DOE and the Authority may not impair the rights and remedies or the holders until the bonds, capital outlay certificates or lease purchase obligations, together with interest thereon, and all costs and expenses in connection with any action or proceedings by or on behalf of the holders are fully met or discharged. In addition, the Authority and DOE, acting on behalf of the state, pledge to and agree with the Paying Agent, on behalf of the holders, that the state may not limit or alter the basis on which state aid to education funds pledged under the authority or any provision of the Act are to be paid to the Authority or any financial institution designated by the Authority so as to impair the terms of the contract.

Section 13. Severability.

If any one or more of the covenants or agreements provided in this Agreement on the part of the Authority, DOE, Paying Agent or District to be performed should be determined by a court of competent jurisdiction to be contrary to law such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 14. Controlling Law.

This Agreement shall, to the fullest extent permitted by law, be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.

Section 15. Benefit of Agreement.

This Agreement is made for the sole and exclusive benefit of the parties hereto, and the holders, from time to time, of the Bonds and any Parity Obligations. Nothing contained in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give to

any person other than the parties mentioned in the immediately preceding sentence any right, remedy or claim under or by reason of this Agreement.

Section 16. Counterparts.

This Agreement may be executed in several counterparts and when at least one counterpart has been fully executed by each party hereto this Agreement shall become binding on the parties hereto. All or any of said executed counterparts shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 17. Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 18. Agreement Binding on Successors.

This Agreement shall be binding upon the Authority, DOE, Paying Agent and District and upon their respective successors, transferees and assigns and shall inure to the benefit of the holders from time to time of any outstanding Bonds and any Parity Obligations and their respective successors, transferees and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives as of the date first written above.

MEADE SCHOOL DISTRICT 46-1

By: Title: Business Manager

**SOUTH DAKOTA HEALTH AND
EDUCATIONAL FACILITIES
AUTHORITY**

By:
Title: Executive Director

**THE FIRST NATIONAL BANK IN SIOUX
FALLS, as Paying Agent**

By: Title: Assistant Vice President and
Trust Officer

**SOUTH DAKOTA DEPARTMENT OF
EDUCATION**

By:
Title: Secretary

EXHIBIT A
DELINQUENCY NOTICE

To: Meade School District 46-1 (the "District"); and
South Dakota Health and Educational Facilities Authority (the "Authority")

Copies to: South Dakota Department of Education ("DOE")
South Dakota Bureau of Finance and Management ("BFM")
South Dakota State Auditor ("State Auditor")

From: The First National Bank in Sioux Falls ("Paying Agent")

Date: _____

Re: That certain State Aid Pledge Agreement dated _____, _____ ("State Aid Pledge Agreement") by and among the District, the Authority, the South Dakota Department of Education and the Paying Agent

1. The undersigned is bond registrar and paying agent for the following obligations of the District (the "Obligations")
 - a. \$_____ original principal amount Limited Tax General Obligation Certificates, Series 2017:
 - b. [List any Parity Obligations which are secured by the State Pledge Agreement]
2. You are hereby notified that \$_____ was required to be deposited with the Paying Agent on _____, _____ (the "Deposit Date"), and as of this date such deposit has not been received and as a consequence a Delinquency exists as defined in the State Aid Pledge Agreement.
3. Pursuant to Section 3(b) and (c) of the State Aid Pledge Agreement the undersigned hereby requests the Authority to contact the District concerning the Delinquency, and if the Delinquency is not cured by the close of business on _____, _____ (the second business day following the Deposit Date), the Authority shall issue an Intercept Notice in the form of Exhibit C to the State Aid Pledge Agreement to DOE and the State Auditor, with a copy to BFM.
4. Please have the amount of the required deposit wire transferred to the account/address set forth on the attached payment instructions.
5. If you require further information or have questions, please contact the following individual:

6. Terms not defined herein shall have the meanings assigned thereto in the State Aid Pledge Agreement.

The First National Bank in Sioux Falls, as
Paying Agent

By: _____
Assistant Vice President and
Trust Officer

[ATTACH PAYMENT INSTRUCTIONS HERE]

EXHIBIT B
INTERCEPT REQUEST

To: South Dakota Health and Educational Facilities Authority (the "Authority")

Copies to: South Dakota Department of Education ("DOE")
South Dakota Bureau of Finance and Management ("BFM")
South Dakota State Auditor ("State Auditor")
Meade School District 46-1 (the "District")

From: The First National Bank in Sioux Falls ("Paying Agent")

Date: _____

Re: That certain State Aid Pledge Agreement dated _____, _____ ("State Aid Pledge Agreement") by and among the District, the Authority, the South Dakota Department of Education and the Paying Agent

1. The undersigned is bond registrar and paying agent for the following obligations of the District (the "Obligations")
 - a. \$ _____ original principal amount Limited Tax General Obligation Certificates, Series 2017:
 - b. [List any Parity Obligations which are secured by the State Pledge Agreement]
2. You are hereby notified that \$ _____ was required to be deposited with the Paying Agent on _____, _____ (the "Deposit Date") and as of this date a Delinquency exists with respect to such deposit. As defined in the State Aid Pledge Agreement, the Delinquent Amount with respect to such deposit is \$ _____.
3. Pursuant to Section 3(b) and (c) of the State Aid Pledge Agreement the undersigned hereby requests the Authority to issue an Intercept Notice in the form of Exhibit C to the State Aid Pledge Agreement to DOE and the State Auditor, with a copy to BFM.
4. The Delinquent Amount shall be wire transferred to the account/address set forth on the attached payment instructions.
5. If you require further information or have questions, please contact the following individual:

6. Terms not defined herein shall have the meanings assigned thereto in the State Aid Pledge Agreement.

The First National Bank in Sioux Falls, as
Paying Agent

By: _____
Assistant Vice President and
Trust Officer

[ATTACH PAYMENT INSTRUCTIONS HERE]

EXHIBIT C
INTERCEPT NOTICE

To: South Dakota Department of Education (“DOE”)
South Dakota State Auditor (“State Auditor”)

Copies to: Meade School District 46-1 (the “District”)
South Dakota Bureau of Finance and Management (the “BFM”)
The First National Bank in Sioux Falls (the “Paying Agent”)

From: South Dakota Health and Educational Facilities Authority (the “Authority”)

Date: _____, ____

Re: State Aid Pledge Agreement dated _____, ____ (the “State Aid Pledge Agreement”) by and among the Authority, DOE, the District and the Paying Agent

The Authority hereby notifies DOE and the State Auditor pursuant to SDCL § 13-13-39 and the referenced State Aid Pledge Agreement as follows:

1. This notice is authorized pursuant to SDCL § 13-13-39 and Section 3 of the State Aid Pledge Agreement.
2. The Authority has received a Delinquency Notice from the Paying Agent indicating that the District is delinquent in making certain deposits with respect to the Bonds or other Parity Obligations secured by the State Aid Pledge Agreement.
3. The authority has contacted the District regarding the Delinquency Notice, but to the Authority’s knowledge the District has failed to cure the Delinquency as of _____, 20__.
4. The Paying Agent has advised the Authority that the Delinquent Amount as defined in the State Aid Pledge Agreement is currently \$_____.
5. The Authority hereby requests that:
 - (a) DOE deduct from amounts otherwise due to the District for the apportionment of state aid to education funds or other amounts under Title 13 an amount sufficient to pay the Delinquent Amount, and
 - (b) State Auditor issue a warrant for the full amount of the Delinquent Amount, or such lesser amount as has been appropriated for the current fiscal year and not yet distributed pursuant to § 13-13-74 and pay the amounts so deducted to the Paying Agent by ACH transfer pursuant to the attached payment instructions on or before _____, 20__.

4. If you require further information or have questions, please contact the following individual:

5. Terms not defined herein shall have the meanings assigned thereto in the State Aid Pledge Agreement.

**SOUTH DAKOTA HEALTH AND
EDUCATIONAL FACILITIES AUTHORITY**

By: _____
Executive Director

[ATTACH PAYMENT INSTRUCTIONS HERE]