

**SERIES RESOLUTION
OF
THE BOARD OF TRUSTEES
OF
MINNESOTA STATE COLLEGES AND UNIVERSITIES

RELATING TO

STATE COLLEGE AND
UNIVERSITY REVENUE FUND BONDS
SERIES 2005A and TAXABLE SERIES 2005B**

ADOPTED: September_____2005

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RESOLUTION NO. _____

BE IT RESOLVED by the Board of Trustees (the “Board”) of Minnesota State Colleges and Universities (the “Board”) as follows:

WITNESSETH

WHEREAS:

1. Minnesota States Colleges and Universities (“MnSCU” or the “Issuer”) is a public body and agency of the State of Minnesota duly created and existing under Minnesota Statutes, Chapter 136F, as amended (the “Act”), having the rights, powers, privileges and duties provided in the Act, including those set forth in the Master Resolution (defined herein); and

2. All terms capitalized but not otherwise defined herein having the meanings assigned to those terms in the Master Resolution.

3. The Board has determined that the capital expenditure needs of the Facilities make it necessary and desirable for MnSCU to issue its State College and University Revenue Fund Bonds, Series 2005A in the original principal amount of \$_____ (the “2005A Bonds”), and its a State College and University Revenue Fund Bonds, Series 2005B in the original principal amount of \$_____ (the “2005B Bonds” and with the 2005A Bonds, the “Bonds”), and the proceeds of the Bonds will be further used to fund the Debt Service Reserve Account, pay certain costs of issuing the Bonds [and pay interest on a portion of the Bonds for an initial period].

3. [Insert recital re: Credit Enhancement, if applicable.]

5. The execution and delivery of this Series Resolution and the issuance of the Bonds have been in all respects duly and validly authorized by the Issuer; and

6. All things necessary to make the Bonds, when authenticated by the Registrar and Paying Agent and issued and secured as in the Master Resolution and this Series Resolution provided, valid, binding and legal limited obligations of the Issuer according to the import thereof, have been done and performed; and the creation, execution and delivery of the Master Resolution and this Series Resolution, and the creation, execution and issuance of said Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THIS SERIES RESOLUTION WITNESSETH:

The Issuer, in consideration of the premises and the purchase and acceptance of the Bonds by the Holders thereof, in order to secure the payment of the principal of, interest on, and premium,

if any, on the Bonds according to their tenor and effect, does hereby grant a security interest in and assign to the Holders of all Bonds (other than Subordinate Bonds) issued pursuant to the Master Resolution and any Series Resolution (including this Series Resolution), and to the beneficiaries of any Senior Guarantees, regardless of when such Bonds or Guarantees were or are issued, on an equal and parity basis, except as expressly stated below, the following:

FIRST

The "Net Revenues" as defined in the Master Resolution as heretofore amended and as amended by this Series Resolution;

[SECOND

Subject to the provisions hereof and of the (Credit Enhancement Instrument), all proceeds of the (Credit Enhancement);]

THIRD

All proceeds, earnings and investment income derived from the foregoing (except Rebate Amounts); and

PROVIDED that

First, the foregoing equal and ratable parity pledge shall not extend to Subordinate Bonds which shall be secured solely by moneys held in the Surplus Fund as provided in the Master Resolution and therein;

[Second], the proceeds of the (Credit Enhancement) issued to secure the Bonds shall benefit only the Bonds and the proceeds of such Credit Enhancement shall not be applied for the benefit of or payment of any other Series of Bonds;] and

Third, moneys applied to the payment of Bonds and Senior Guarantees shall be withdrawn from the funds and accounts created by the Master Resolution in strict order of the priority set forth therein.

[SUBJECT TO the rights of the Credit Enhancer under the [_____ Agreement] and related agreements or instruments, all according to their tenor and effect;]

SUCH PLEDGE having been made, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all Holders from time to time of the 20__ Bonds, and all Senior Bonds and Senior Guarantees heretofore issued and to be issued under and secured by the Master Resolution and this Series Resolution and other Series Resolutions (but excluding Subordinate Bonds) without privilege, priority or distinction as to lien or otherwise of any of such bonds or guarantees over any of the others except as otherwise provided therein and herein.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or provide fully for payment as herein provided of the principal of the Bonds and the interest due or to become due thereon (together with premium, if any), at the time and in the manner set forth in the Bonds according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Resolution and this Series Resolution to be kept, performed and observed by it, and shall pay to the Registrar and Paying Agent all sums of money due or to become due in accordance with the terms and provisions of the Master Resolution and this Series Resolution as from time to time supplemented[, and shall pay all amounts owing to the Credit Enhancer for the 20__ Bonds], then this Series Resolution and the rights hereby granted shall cease, terminate and be void except as otherwise provided herein; otherwise, the Master Resolution and this Series Resolution shall be and remain in full force and effect.

UNDER THE PROVISIONS OF THE ACT and the Series Resolution, the 20__ Bonds may not be payable from or be a charge upon any funds of the Issuer or the State other than the revenues pledged to the payment thereof nor shall the Issuer or State be subject to any pecuniary liability thereon except from moneys expressly pledged, and no Holder or Holders of the 20__ Bonds shall ever have the right to compel any exercise of the taxing power of the Issuer or the State to pay any Bond or the interest and premium, if any, thereon, or to enforce payment thereof against any property of the Issuer or the State, except as above provided; the 20__ Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Issuer, except as above provided; but nothing in the Act impairs the rights of Holders of 20__ Bonds issued under the Master Resolution and this Series Resolution and any other Series Resolutions and the beneficiaries of Senior Guarantees to enforce the covenants made for the security thereof, to the extent specifically provided herein, for the equal and proportionate benefit of all Holders of the 20__ Bonds, all other Bonds, and the beneficiaries of Senior Guarantees, as follows:

ARTICLE 1

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.1 Definitions. All terms capitalized but not otherwise defined in this Series Resolution shall have the meanings assigned to such terms in the Master Resolution. In this Series Resolution the following terms have the following respective meanings unless the context hereof clearly requires otherwise.

20__ Bonds means the Minnesota State Colleges and Universities, College and University Revenue Fund Bonds, Series 20__ dated _____, 20__ to be issued in the original principal amount of \$_____ pursuant to this Series Resolution.

Authorized Denomination means \$_____, or any integral multiple of \$5,000 in excess of \$_____.

Bond Purchase Agreement means that certain Bond Purchase Agreement dated as of _____, 200__ by and between the Issuer and _____ (the "Original Purchaser") pursuant to which the Original Purchaser has purchased the Bonds.

Bonds means, generally, all bonds issued from time to time under the Master Resolution, including but not limited to the 20__ Bonds.

[Credit Enhancement – (define if applicable)]

[Credit Enhancer means _____.]

Interest Payment Date means, with regard to the 20__ Bonds, each April 1 and October 1, commencing _____, 20__.

Master Resolution has the meaning set forth in Recital 1 herein.

Maturity Date means any date on which principal of or interest or premium, if any, on the 20__ Bonds is due, whether at maturity, on a scheduled Interest Payment Date, or upon redemption or acceleration, or otherwise.

MnSCU or the Issuer means Minnesota State Colleges and Universities, or any successor to its functions.

Original Purchaser means with respect to the 20__ Bonds, _____.

Rating Agency means Moody's Investors Service, Inc. or Standard & Poor's Ratings Group or Fitch's, Inc. or any other nationally recognized credit rating agency which has been solicited to issue rating on, and has issued a rating on, the 20__ Bonds; and with respect to the

credit rating (claims payment ability rating) of an insurance company, A.M. Best & Company or any other nationally recognized credit rating agency rating the claims payment ability of insurance companies.

Registrar and Paying Agent means _____, whose principal corporate trust office is located in _____, Minnesota.

Series Resolution means this Series Resolution adopted on _____, 200__ by the Minnesota State Colleges and Universities Board of Trustees.

Term Bonds means the 20__ Bonds maturing on _____ 1 in the years 20__ and 20__ and subject to redemption prior to maturity from mandatory sinking fund installments as provided in Section 2.3(____).

Section 1.2 Effect of this Series Resolution.

(a) Except as expressly supplemented or amended by this Series Resolution, all of the terms and provisions of the Master Resolution, as heretofore amended, shall apply to the 20__ Bonds.

(b) To the extent of any inconsistency between the terms and provisions of this Series Resolution and the terms and provisions of the Master Resolution, this Series Resolution shall control. Except as provided in the preceding sentence, the terms and provisions of this Series Resolution shall be construed with the terms and provisions of the Master Resolution so as to give the maximum effect to both.

(c) This Series Resolution shall take effect on the date of issue of the 20__ Bonds.

(d) The Rules of Interpretation stated in Section 2.02 of the Master Resolution shall apply to this Series Resolution.

Section 1.3 Exhibits. The following Exhibits are attached to and by reference made a part of this Series Resolution:

- (1) Exhibit A-1: form of Series 2005A Bond;
- (2) Exhibit A-2: form of Series 2005B Bond;
- (3) Exhibit B: form of Annual Disclosure Report;
- (4) Exhibit C: DTC Letter;

ARTICLE 2

THE SERIES 2005 BONDS

PART A

Section 2.1A The 2005A Bonds.

(A) The 2005A__ Bonds shall be issued as:

- (1) Tax-Exempt Bonds;
- (2) Book-Entry Form Bonds;
- (3) as Bonds bearing interest at a fixed rate of interest; and
- (4) [without Credit Enhancement] [with Credit Enhancement in the form of a _____ issued by _____].

The total principal amount of 2005A Bonds which may be Outstanding hereunder is expressly limited to \$_____, unless duplicate 2005A Bonds are issued as provided in Section 3.07 of the Master Resolution. The 2005A Bonds shall be issued in Authorized Denominations and in substantially the form of Exhibit A hereto, with such variations, additions or deletions as may be appropriate to conform the terms of such 2005A Bonds to the terms of this Article 2.

(B) Upon issuance, the net proceeds of the 2005A Bonds (the original principal amount thereof, less the discount allowed to the Original Purchaser under the Bond Purchase Agreement) shall be deposited as follows:

- (1) approximately \$_____ shall be deposited in the Capital Expenditures Account in the 2005A Bond Subaccount;
- (2) approximately \$_____ shall be deposited in the Debt Service Account to be applied to the payment of interest on the 2005A Bonds through _____, 20____; and
- (3) approximately \$_____ shall be deposited in the Debt Service Reserve Account.

The exact amounts to be deposited in each such Account shall be as stated in a closing certificate of the Issuer executed by an Authorized Representative. A portion of the amount deposited in the Capital Expenditures Account, in the amount stated in said closing certificate shall be applied to pay the costs of issuing the 2005A Bonds.

Section 2.2 The 2005A Bonds - Initial Issue. The 2005A Bonds shall be initially issued in the aggregate principal amount of \$_____ and shall:

(1) be initially dated _____, 1 2005, heir date of original issue] and thereafter be dated the date of their registration as provided in Section ____ of the Master Resolution;

(2) be issued in Book-Entry Form and delivered by the Original Purchaser to the Depository as set forth in Section 3.11 of the Master Resolution;

(3) mature on _____1 in the years and amounts set forth in subsection 4(b) below, subject to prior redemption as provided in Sections 2.3A;

(4) (a) Interest shall accrue on the 2005A Bonds from the date of issuance until the principal amount is paid or payment is duly provided for in accordance with this Series Resolution, and shall be payable on each Interest Payment Date. Interest accrued on any 2005A Bond or portion thereof redeemed pursuant to Sections 2.3A and 2.4 shall also be payable on the Redemption Date as to 2005A Bonds called for redemption.

(b) the 2005A Bonds shall mature on _____ 1 [and _____] in the years and in the amounts set forth below. Interest payable shall be computed at the rates set forth below based on a 360-day year of twelve, 30-day months, for the actual number of complete months, and of days less than a complete month, as set forth opposite such years and amounts as follows:

<u>_____ 1 of the Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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(5) be payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts, at the principal trust office of the Registrar and Paying Agent, or a duly appointed successor Registrar and Paying Agent, except that interest on the 2005A Bonds will be payable by check or draft mailed by the Registrar and Paying Agent to the Holders of such 2005A Bonds on the applicable Record Date (the "Record Date Holders") at the last addresses thereof as shown in the Bond Register on the applicable Record Date, provided that interest shall be paid to a Holder of \$1,000,000 or more of the principal amount of the 2005A Bonds outstanding by electronic funds transfer if such Holder so requests in writing in a form acceptable to the Paying Agent and principal of and any premium on any Bonds shall be payable at the principal office of the Registrar and Paying Agent; and

(6) be subject to redemption upon the terms and conditions and at the prices specified in Sections 2.3A and 2.4 hereof.

Notwithstanding the foregoing, if the date for payment of the principal of, premium, if any, or interest on, of any 2005A Bond shall be a day which is not a Business Day, then the date for such

payment shall be the next succeeding day which is a Business Day, and payment on such later date shall have the same force and effect as if made on the nominal date of payment.

The 2005A Bonds shall be delivered by the Registrar and Paying Agent to the Original Purchaser thereof upon receipt by the Registrar and Paying Agent and/or Issuer of the items listed in Section 3.08 of the Master Resolution, and satisfaction by the Issuer of the conditions stated in Section 3.09 of the Master Resolution, and the following additional items:

- [(a) the Credit Enhancement instrument;
- (b) all agreements, documents, instruments necessary to issuance of the Credit Enhancement instrument;
- (c) such other opinions, certificates and other items as the Credit Enhancer may require; and
- (d) [other]]

Section 2.3A The 2005A Bonds - Redemption.

(A) Pursuant to the provisions of Section 3.12 of the Master Resolution and 2.4 hereof, the 2005A Bonds are subject to redemption prior to maturity as follows:

(1) *Damage or Destruction or Condemnation.* In the event of damage to or destruction of any Facility, in whole or part, the 2005A Bonds are subject to redemption in whole or in part at the principal amount thereof plus accrued interest to the date of redemption, without premium, on the first day of any month for which timely notice of redemption can be given, whether or not an Interest Payment Date, from the proceeds of any insurance claim payment or condemnation award or portion thereof not applied to repair, restore or replace the damaged or taken Facility.

[(2) *Tax Redemption.* The Bonds shall be redeemed in whole and not in part at one hundred percent (100%) of the principal amount to be redeemed plus accrued interest to the redemption date, without premium, on the first day of any month for which timely notice of redemption can be given (whether or not an Interest Payment Date) if the Internal Revenue Service or a court of competent jurisdiction makes a final determination that interest on the 20__ Bonds is includable in the gross income of the Holders for the purposes of federal income taxes (a “Determination of Taxability”); provided, that such redemption must occur no later than the first day of the sixth (6th) month following the date on which the Issuer receives notice of the Determination of Taxability.]¹

(3) *Scheduled Mandatory Redemption.* The 2005A Bonds maturing on _____ 1 in the years 20__ and 20__ (the “Term Bonds”) are subject to mandatory redemption prior to maturity by mandatory sinking fund installments, and are to be

¹ DELETE?

redeemed by lot, at 100% of the principal amount thereof plus accrued interest to the redemption date, on the following dates in the following principal amounts:

Bonds Maturing in 20_____

 1
of the Year

Principal Amount
to be Redeemed

Bonds Maturing in 20_____

 1
of the Year

Principal Amount
to be Redeemed

or, if less than such amount is then Outstanding, an amount equal to the aggregate principal amount of the applicable Maturity of 2005A Term Bonds then Outstanding.

(5) *Optional Redemption.* The 2005A Bonds maturing on or after _____ 1, 20____ are subject to optional redemption and prepayment, in whole or in part upon direction by the Issuer to the Registrar and Paying Agent[, with the consent of the Credit Enhancer,] on _____ 1, 20____, and, if redeemed in whole, on any date thereafter, and if redeemed in part, on any Interest Payment Date thereafter, in Authorized Denominations and in such order of maturity, as the Issuer shall direct, at a redemption price equal to the principal amount redeemed plus accrued interest to the date of redemption, without premium.

(6) *Excess Proceeds Redemption.* If, upon the earlier of either (i) the completion of the work planned to be financed by the proceeds of the 2005A Bonds, or (ii) three years from the date of issuance of the 2005A Bonds, proceeds of the 2005A Bonds remain in the related subaccount in the Capital Expenditures Account in excess of those required to pay then unpaid but incurred capital expenditures, such excess shall be transferred to the Escrow Account and applied to the redemption of the 2005A Bonds, to the extent of the funds so transferred, at their principal amount, plus interest accrued to the redemption date, without premium, on the first day of the next succeeding month for which timely notice of redemption can be given; provided, however, that the three-year limit contained in clause (ii) shall not apply if the Issuer obtains an opinion of bond counsel stating that the delay in the expenditure of proceeds will not cause the 2005A Bonds to lose their tax-exempt status.

(B) No Other Redemption Prior to Maturity. Except as provided in Section 2.3(A) herein, the Bonds shall not be subject to redemption prior to their stated maturity date.

PART B – THE 2005B BONDS

Section 2.1B The 2005B Bonds.

(A) The 2005B Bonds shall be issued as:

- (1) Taxable Bonds;
- (2) Book-Entry Form Bonds;
- (3) as Bonds bearing interest at a fixed rate of interest; and
- (4) [without Credit Enhancement] [with Credit Enhancement in the form of a _____ issued by _____].

The total principal amount of 2005B Bonds which may be Outstanding hereunder is expressly limited to \$_____, unless duplicate 2005B Bonds are issued as provided in Section 3.07 of the Master Resolution. The 2005B Bonds shall be issued in Authorized Denominations and in substantially the form of Exhibit A-2 hereto, with such variations, additions or deletions as may be appropriate to conform the terms of such 2005B Bonds to the terms of this Article 2.

(B) Upon issuance, the net proceeds of the 2005B Bonds (the original principal amount thereof, less the discount allowed to the Original Purchaser under the Bond Purchase Agreement) shall be deposited as follows:

- (1) approximately \$_____ shall be deposited in the Capital Expenditures Account in the 2005B Bond Subaccount;
- (2) approximately \$_____ shall be deposited in the Debt Service Account to be applied to the payment of interest on the 2005B Bonds through _____, ____; and
- (3) approximately \$_____ shall be deposited in the Debt Service Reserve Account.

The exact amounts to be deposited in each such Account shall be as stated in a closing certificate of the Issuer executed by an Authorized Representative. A portion of the amount deposited in the Capital Expenditures Account, in the amount stated in said closing certificate shall be applied to pay the costs of issuing the 2005B Bonds.

Section 2.2 The 2005B Bonds - Initial Issue. The 2005B Bonds shall be initially issued in the aggregate principal amount of \$_____ and shall:

(1) be initially dated _____, 1 2005, their date of original issue, and thereafter be dated the date of their registration as provided in Section ____ of the Master Resolution;

(2) be issued in Book-Entry Form and delivered by the Original Purchaser to the Depository as set forth in Section 3.11 of the Master Resolution;

(3) mature on _____1 in the years and amounts set forth in subsection 4(b) below, subject to prior redemption as provided in Sections 2.3B;

(4) (a) Interest shall accrue on the 2005B Bonds from the date of issuance until the principal amount is paid or payment is duly provided for in accordance with this Series Resolution, and shall be payable on each Interest Payment Date. Interest accrued on any 2005B Bond or portion thereof redeemed pursuant to Sections 2.3B and 2.4 shall also be payable on the Redemption Date as to 2005B Bonds called for redemption.

(b) the 2005B Bonds shall mature on _____ 1 [and _____] in the years and in the amounts set forth below. Interest payable shall be computed at the rates set forth below based on a 360-day year of twelve, 30-day months, for the actual number of complete months, and of days less than a complete month, as set forth opposite such years and amounts as follows:

<u>_____ 1 of the Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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(5) be payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts, at the principal trust office of the Registrar and Paying Agent, or a duly appointed successor Registrar and Paying Agent, except that interest on the 2005B Bonds will be payable by check or draft mailed by the Registrar and Paying Agent to the Holders of such 2005B Bonds on the applicable Record Date (the "Record Date Holders") at the last addresses thereof as shown in the Bond Register on the applicable Record Date, provided that interest shall be paid to a Holder of \$1,000,000 or more of the principal amount of the 2005B Bonds outstanding by electronic funds transfer if such Holder so requests in writing in a form acceptable to the Paying Agent and principal of and any premium on any Bonds shall be payable at the principal office of the Registrar and Paying Agent; and

(6) be subject to redemption upon the terms and conditions and at the prices specified in Sections 2.3B and 2.4 hereof.

Notwithstanding the foregoing, if the date for payment of the principal of, premium, if any, or interest on, of any 2005B Bond shall be a day which is not a Business Day, then the date for such payment shall be the next succeeding day which is a Business Day, and payment on such later date shall have the same force and effect as if made on the nominal date of payment.

The 2005B Bonds shall be delivered by the Registrar and Paying Agent to the Original Purchaser thereof upon receipt by the Registrar and Paying Agent and/or Issuer of the items listed in Section 3.08 of the Master Resolution, and satisfaction by the Issuer of the conditions stated in Section 3.09 of the Master Resolution, and the following additional items:

- [(a) the Credit Enhancement instrument;
- (b) all agreements, documents, instruments necessary to issuance of the Credit Enhancement instrument;
- (c) such other opinions, certificates and other items as the Credit Enhancer may require; and
- (d) [other]]

Section 2.3 The 2005B Bonds - Redemption.

(A) Pursuant to the provisions of Section 3.12 of the Master Resolution and 2.4 hereof, the 2005B Bonds are subject to redemption prior to maturity as follows:

(1) *Damage or Destruction or Condemnation.* In the event of damage to or destruction of any Facility, in whole or part, the 20__ Bonds are subject to redemption in whole or in part at the principal amount thereof plus accrued interest to the date of redemption, without premium, on the first day of any month for which timely notice of redemption can be given, whether or not an Interest Payment Date, from the proceeds of any insurance claim payment or condemnation award or portion thereof not applied to repair, restore or replace the damaged or taken Facility.

(2) *Scheduled Mandatory Redemption.* The 2005B Bonds maturing on _____ 1 in the years 20__ and 20__ (the "Term Bonds") are subject to mandatory redemption prior to maturity by mandatory sinking fund installments, and are to be redeemed by lot, at 100% of the principal amount thereof plus accrued interest to the redemption date, on the following dates in the following principal amounts:

Bonds Maturing in 20____	
<u> 1 </u> <u>of the Year</u>	<u>Principal Amount</u> <u>to be Redeemed</u>

Bonds Maturing in 20____

1
of the Year

Principal Amount
to be Redeemed

or, if less than such amount is then Outstanding, an amount equal to the aggregate principal amount of the applicable Maturity of 2005B Term Bonds then Outstanding.

(5) *Optional Redemption.* The 2005B Bonds maturing on or after _____ 1, 20____ are subject to optional redemption and prepayment, in whole or in part upon direction by the Issuer to the Registrar and Paying Agent[, with the consent of the Credit Enhancer, on _____ 1, 20____, and, if redeemed in whole, on any date thereafter, and if redeemed in part, on any Interest Payment Date thereafter, in Authorized Denominations and in such order of maturity, as the Issuer shall direct, at a redemption price equal to the principal amount redeemed plus accrued interest to the date of redemption, without premium, as follows:

Redemption Date	Redemption Price
_____ 1, 20____ through _____, 20____	10__%
_____ 1, 20____ through _____, 20____	10__%
_____ 1, 20____ and thereafter	100%

(6) *Excess Proceeds Redemption.* If, upon the earlier of either (i) the completion of the work planned to be financed by the proceeds of the 2005B Bonds, or (ii) three years from the date of issuance of the 2005B Bonds, proceeds of the 2005B Bonds remain in the related subaccount in the Capital Expenditures Account in excess of those required to pay then unpaid but incurred capital expenditures, such excess shall be transferred to the Escrow Account and applied to the redemption of the 2005B Bonds, to the extent of the funds so transferred, at their principal amount, plus interest accrued to the redemption date, without premium, on the first day of the next succeeding month for which timely notice of redemption can be given; provided, however, that the three-year limit contained in clause (ii) shall not apply if the Issuer obtains an opinion of bond counsel stating that the delay in

the expenditure of proceeds will not adversely affect the validity or enforceability of the 2005B Bonds.

(B) No Other Redemption Prior to Maturity. Except as provided in Section 2.3(A) herein, the Bonds shall not be subject to redemption prior to their stated maturity date.

Section 2.4 Method of Redemption.

(1) To effect the redemption of the 2005 Bonds under:

(i) Section 2.3A(A) (1) or 2.3B(A)(1), the Issuer, at least 30 days before the redemption date, shall notify the Registrar and Paying Agent of its intention to effect such redemption and shall provide the Registrar and Paying Agent with funds sufficient for such purpose;

(ii) under subsection (5) of Section 2.3A(A) pr 2.3B(A), the Issuer, at least 45 days before the redemption date, shall notify the Registrar and Paying Agent of its intention to effect such redemption and shall provide the Registrar and Paying Agent with funds sufficient to pay the principal, interest and premium, if any, due upon redemption, if any.

The funds required for such redemptions shall be provided to the Registrar and Paying Agent at least three (3) business days before the redemption date. [Amounts required to be provided by the Issuer under this Section 2.4(1) may be obtained by the Registrar and Paying Agent from a draw under the Credit Enhancement Instrument as provided therein.

(2) The Registrar and Paying Agent, on or before the thirtieth day, preceding any specified redemption date, shall select the 2005 Bonds (and the Bonds within each Series) to be redeemed by lot. The Registrar and Paying Agent shall make the selection in such manner as the Registrar and Paying Agent determines to be fair and appropriate, which may include random selection by lot. If and to the extent 2005 Bonds are redeemed in part pursuant to Section 2.3A(A) or 2.3B (A), the sinking fund installment amounts shown on the tables in Section 2.3(A)(4) and 2.3B(A) () and the serial maturities of the 2005 Bonds (of the applicable Series) shall be reduced on a proportionate basis. If and to the extent 2005 Bonds are redeemed pursuant to Section 2.3A(A)() or 2.3B(A)() the amounts shown on the tables in Section 2.3A(A)(4) and 2.3B(A)() and the serial maturities of the applicable Series of 2005 Bonds shall be reduced [in the inverse order of the dates due] [as the Issuer shall determine in writing on or before such thirtieth (30th) day].

(3) The Registrar and Paying Agent shall give notice of redemption of 2005 Bonds mailed not less than thirty (30) days prior to the redemption date by mailing a written notice of redemption, first class mail, postage prepaid, to the Holders of the 2005 Bonds to be redeemed at the addresses for such Holders shown on the books of the Registrar, and by sending such notice by electronic mail to the Holders of 2005 Bonds for whom the Registrar

has an electronic mail address, and by sending a notice of such redemption to each Depository in the same manner as an “event notice” under Section ____ hereof.

(4) To effect the partial redemption of 2005 Bonds under Section 2.3A(A) or 2.3B(A) after receipt by the Registrar and Paying Agent of notice from the Issuer, as provided herein, the Registrar and Paying Agent, prior to giving notice of redemption, shall assign to each 2005 Bond of the applicable Series then Outstanding a distinctive number for each Authorized Denomination of the principal amount of such 2005 Bond. The Registrar and Paying Agent shall then, using such method of selection as it shall deem proper in its discretion but consistent with subsection (2), from the numbers so assigned to such 2005 Bonds, select as many numbers as, at the Authorized Denomination for each number, shall equal the principal amount of such 2005 Bonds to be redeemed. The 2005 Bonds to be redeemed shall be the 2005 Bonds to which were assigned numbers so selected; provided that if, as a result of partial redemption there is a 2005 Bond outstanding in a principal amount less than the Authorized Denomination, such 2005 Bond shall be redeemed first at the next succeeding redemption date and the Registrar and Paying Agent shall provide a written notice to that effect to the affected Holder and the Original Purchaser.

(5) As soon as 2005 Bonds are called for redemption pursuant to this Section 2.4, sums in the Escrow Account in the Revenue Fund sufficient to effect such redemption shall be irrevocably set aside for such purpose and applied for no other purpose under this Series Resolution.

ARTICLE 3

ADDITIONAL PROVISIONS RELATING TO THE 2005 BONDS

Section 3.1 Credit Enhancement.

Section 3.2 Draws on Credit Enhancement.

[SPECIAL PROVISIONS RELATING TO BOND INSURANCE OF A LETTER CREDIT, IF ANY]

Section 3.3 Revenue Fund; Accounts.

[to come-

(A) Series 2005A Revenue Account. (Prohibit deposit of “private payments” arising from “private use” Facilities)

(B) Series 2005B Revenue Account. (provide for all “private payments” arising from “private use” facilities to go here to pay the Taxable Series 2005B Bonds)]

Section 3.4 Capital Expenditure Account.

[to come

(A) Series 2005 A Capital Expenditure Subaccount. Deposit here the net proceeds of the Series 2005A Bonds. Provide that these funds may not be used to pay for “private use” Facilities.

(B) Series 2005B Capital Expenditure Subaccount. Deposit here the funds for all “private use” Facilities – i.e3., the net proceeds of the Series 2005B Bonds

Section 3.5 Notices to Rating Agency.

PROVISIONS RELATING TO RATING AGENCY NOTICES – PARTICULARLY IF DIFFERENT THAN USUAL

ARTICLE 4

SERIES COVENANTS

Section 4.1 Payment of Principal, Purchase Price, Premium and Interest. Solely from the Net Revenues and sums held in the Accounts in the Revenue Fund, the Issuer will duly and punctually pay the principal of, premium, if any, and interest on the Bonds in accordance with the terms of the 2005 Bonds, the Master Resolution and this Series Resolution. Nothing in the 2005 Bonds or in this Series Resolution shall be considered as assigning or pledging funds or assets of the Issuer other than those expressly pledged to secure the 2005 Bonds (and other Senior Bonds and Senior Guarantees) set forth in the Master Resolution, as supplemented by this Series Resolution.

Section 4.2 Performance of and Authority for Covenants. The Issuer covenants that it will faithfully perform at all times any and all of its covenants, undertakings, stipulations and provisions contained in the Master Resolution and this Series Resolution, in any and every 2005 Bond executed, authenticated and delivered hereunder and in all proceedings of the Board pertaining thereto; that it is duly authorized under the Constitution and laws of the State of Minnesota, including particularly and without limitation the Act, to issue the 2005 Bonds authorized hereby, to adopt this Series Resolution, to apply the 2005 Bond proceeds to make capital expenditures for the Facilities and to pledge the Net Revenues and moneys held in the Revenue Fund and its Accounts equally and ratably to secure the 2005 Bonds (and other Senior Bonds and any Senior Guarantees), in the manner and to the extent set forth in the Master Resolution and herein; that all action on its part for the issuance of the 2005 Bonds and the execution and delivery of this Series Resolution has been duly and effectively taken; and that the 2005 Bonds in the hands of the Holders thereof are and will be valid and enforceable obligations of the Issuer according to the terms thereof.

Section 4.3 Books and Records. The Registrar and Paying Agent will, so long as any Outstanding 2005 Bonds issued hereunder shall be unpaid, keep proper books or records and accounts, in which full, true and correct entries will be made of all its financial dealings or transactions in relation to the 2005 Bonds. At reasonable times and under reasonable regulations established by the Registrar and Paying Agent, such books shall be open to the inspection of the Original Purchaser, the Holders and such accountants or other agencies as the Registrar and Paying Agent may from time to time designate.

Section 4.4 Bondholders' Access to Bond Register. At reasonable times and under reasonable regulations established by the Registrar and Paying Agent, the Bond Register or a copy thereof may be inspected and copied by Holders (or a designated representative thereof) of twenty-five percent (25%) or more in principal amount of the then Outstanding 2005 Bonds, such authority of any such designated representative to be evidenced to the satisfaction of the Registrar and Paying Agent. Except as otherwise may be provided by law, the Bond Register shall not be deemed a public record and shall not be made available for inspection by the public, unless and until notice to the contrary is given to the Registrar and Paying Agent by the Issuer.

Section 4.5 Continuing Disclosure.

(A) Purpose; Definitions. Disclosure of information about the 2005 Bonds shall be made as provided in this Section. This Section is intended for the benefit of the Holders of the 2005 Bonds.

For the purposes of this Section, the following terms shall have the following meanings:

(1) *Rule* means Securities and Exchange Commission Rule 15c2-12, as from time to time amended;

(2) *Bonds* means all Senior Bonds issued pursuant to the Master Resolution and any Series Resolution; 2005 Bonds means the Series 2005 Bonds issued pursuant to this Series Resolution;

(2) *Obligated Person* means:

(a) the Issuer; and

(b) any person who provides 10% or more of the Net Revenues securing the Bonds (but an Institution shall not be deemed a person independent of the Issuer);

provided that “obligated person” shall not mean a Credit Enhancer;

(3) *Repository* means any “Nationally Recognized Municipal Securities Information Repository” from time to time designated or approved as such by the Securities and Exchange Commission;

(4) *MSRB* means the Municipal Securities Rulemaking Board; and

(5) *SID* means a “State Information Depository” (as defined in the Rule) for the State of Minnesota.

(B) Periodic and Occurrence Notices. Except to the extent this subsection (B) is modified or otherwise altered in accordance with subsection (F) below, the Registrar and Paying Agent on behalf of the Issuer shall make or cause to be made public, but solely as provided in subsection (D) below, the information set forth in subsections (1), (2) and (3) below:

(1) Periodic Reports.

(a) the annual audited financial statements for the Revenue Fund of the Issuer; and

(b) annual financial information as to each Obligated Person (subject to subsection (E)(1) below); and

(c) an Annual Disclosure Report in substantially the form of Exhibit __ hereto disclosing financial and operating data of the type disclosed in the Official Statement relating to the 2005 Bonds; provided that the form of Annual Disclosure Report shall be amended or changed each year so as to fairly and accurately present financial and operating data required to be disclosed under the Rule.

(2) Occurrence Notices. Notice, with a brief summary, of the following events, if material:

(a) the existence of a new official or other disclosure statement or supplement thereto related to the Senior Bonds;

(b) any unscheduled withdrawal from the Debt Service Reserve Account and any restoration of the amounts withdrawn to the Debt Service Reserve Account;

(c) failure by the Issuer to timely pay in full any principal of or interest or premium on any Senior Bond, [or any failure to timely pay the Purchase Price of any Senior Bond;]

(d) the issuance of any other Senior Bonds;

(e) adverse administrative or judicial tax determinations or events affecting the exclusion from gross income for federal income tax purposes of interest on any Series of Tax-Exempt Bonds;

(f) the resignation, substitution or replacement of the Bond Registrar or Paying Agent;

(g) an amendment or supplement to the Master Resolution, [other than in connection with the issuance of other Senior Bonds for which notice is given as provided in clause (d) above];

(h) the occurrence of any defeasance or refunding of any Senior Bonds; and

(i) any failure by the Issuer to perform or observe its covenants set forth in the Master Resolution or a Series Resolution, other than such an event disclosed pursuant to clause (c);

(j) any unscheduled draw on a Credit Enhancement Instrument reflecting financial difficulty;

- (k) the substitution or replacement of a Credit Enhancer;
- (l) any modification of the rights of the Bondholders;
- (m) any change in the rating(s) in effect for the 2005 Bonds as awarded by a national credit rating agency;
- (n) any change in the short-term or long-term rating(s) in effect for the Credit Enhancer with respect to the 2005 Bonds;
- (o) any material change in the accounting principles used in connection with the financial reports of an Obligated Person; and
- (p) any amendment of this Section.

(3) Notice of Failure to Provide Information. In the event the information described in (1) or (2) above is not made public as required by this Section, such failure shall itself be made public by a notice filed with the Repositories and the MSRB.

(C) Information Provided to the Public.

(1) The Registrar and Paying Agent on behalf of the Institution shall make public every communication which the Registrar and Paying Agent is required to make (or is permitted to make and in fact makes) to Holders, in each case in accordance with subsection (D) and on the same day such communication is transmitted to Holders hereunder.

(2) The Registrar and Paying Agent on behalf of the Issuer shall make public in accordance with subsection (D) and within the time frame set forth in subsection (3) below, the following, but only to the extent information is actually known by the Issuer or Registrar and Paying Agent or is within the possession, custody or control of the Issuer or Registrar and Paying Agent:

- (a) all information which the Registrar and Paying Agent on behalf of the Issuer has agreed to make public under subsections (1), (2) and (3) of subsection (B); and
- (b) such other information which the Issuer shall in writing request to be made public, so long as such information is permitted by law to be made public.

(3) The Registrar and Paying Agent on behalf of the Issuer shall make public the periodic information described in subsection (B)(1) within 30 days after receipt by the Registrar and Paying Agent of each annual audited financial statement of the Issuer. The Registrar and Paying Agent on behalf of the Issuer shall make public the occurrence

information set forth in subsection (B)(2) within ten (10) business days after receipt of such information, or in the case of a request described in subsection (C)(2)(b), within ten (10) business days after receipt of the request. The Registrar and Paying Agent shall make public the notice, if any, required by subsection (B)(3) within thirty (30) days after the Registrar and Paying Agent has actual knowledge of the failure to make information public.

(D) Means of Making Information Public. Information shall be made public by the Registrar and Paying Agent on behalf of the Issuer under this Section if it is transmitted as follows:

(1) all information to be made public under this Section 4.5 shall be provided to each Repository, by electronic transmittal or by such other means as the applicable Repository shall require;

(2) if and when the State of Minnesota establishes a SID, all information to be made public under this Section 4.5 shall be provided to the SID in accordance with its rules and procedures;

(3) notices required by subsections (B)(2) and (3) shall be provided to the MSRB in accordance with its rules and procedures;

(4) all information made public under this Section 4.5 shall be provided to the Original Purchaser, by mailing, physical delivery or electronic transmittal at the same time as information is provided to the Repositories; and

(5) to Holders, in the manner provided herein for notices to Holders.

(E) Obligated Persons; Financial Information.

(1) In making public information about Obligated Persons which file financial information with the SEC, the Repositories or a SID, the Issuer may, for each Obligated Person that has complied or will comply with the next sentence, disclose financial information about such Obligated Person by cross-reference to information on file with, and publicly available from, the SEC, the Repositories or a SID. The Issuer shall cause each such Obligated Person to provide an annual notice stating (a) where its annual reports have been filed, and (b) that the annual reports so filed constitute its annual financial information as an Obligated Person hereunder. Annually the Issuer shall provide to each such Obligated Person a form of such notice and shall direct that such notice be executed by the Obligated Person and returned to the Issuer. In the event such Obligated Person fails or refuses to provide the executed notice, the Issuer shall provide to the Registrar and Paying Agent a notice stating (a) the identity of such Obligated Person and the fact that such Obligated Person has failed and refused to provide the annual notice required by this subsection, and (b) if known to the Issuer, the place where annual financial information about such Obligated Person may be found. The Issuer shall then provide all such notices to the Registrar and Paying Agent concurrently with delivery of the Issuer's annual financial statements and shall direct the Registrar and Paying Agent to forward such notices to each Repository and the Minnesota SID, if any.

(2) In determining whether a specific person is an “Obligated Person,” the Institution shall

- (a) aggregate all contracts executed by such person;
- (b) aggregate all buildings or structures, or portions thereof, owned, leased or operated by such person; and
- (c) aggregate all entities under common control or ownership.

(3) The Issuer shall determine who are Obligated Persons for each fiscal year and disclose in the Annual Disclosure Report the identity(ies) of each such Obligated Person; the disclosure relating to the identity of Obligated Persons in each Annual Disclosure Report shall be for the same fiscal year as that covered by the audited financial statement of the Issuer made public concurrently with the Annual Disclosure Report.

(4) Financial information about the Issuer, and about each Obligated Person, shall be prepared in accordance with, as applicable, generally accepted accounting principles, accounting principles applicable to state and local governments and agencies, or for persons whose equity or debt securities are registered with the State, the accounting principles then in effect governing filings of financial information with the SEC. Financial information about Obligated Persons which are public entities shall be prepared in accordance with Financial Accounting Standards Board principles as modified by Government Accounting Standards Board principles and by the accounting principles then applied by the Minnesota State Auditor, if applicable.

(F) Amendment of this Section. This Section shall be subject to modification or amendment as provided in Article 9.03 of the Master Resolution. In addition to the requirements and limitations of Article 9.03 of the Master Resolution, no modification or amendment of this Section shall be made unless:

- (1) the amendment or modification is made in connection with a change of circumstance arising from a change of legal requirements, change in law, or change in the identity, nature or status of the Obligated Person(s); and
- (2) this Section, as amended or modified, would have complied with the Rule on the date of issue of the 2005 Bonds, taking into account any subsequent amendments or interpretations of the Rule and any change of circumstances.

The Registrar and Paying Agent and the Issuer may rely in good faith upon an opinion of counsel familiar with the law governing disclosure in connection with municipal securities as to compliance with the requirements of this Section and of the Rule.

Section 4.6 Resignation or Removal of Registrar and Paying Agent. Notwithstanding anything to the contrary contained herein or in the Master Resolution, the Registrar and Paying

Agent shall not resign or be removed until a successor Registrar and Paying Agent has been appointed. The Issuer shall promptly (within 30 days) appoint a successor Registrar and Paying Agent upon the resignation or removal and the then serving Registrar and Paying Agent. Any successor Registrar and Paying Agent shall be a financial institution having trust powers and a capital and surplus of not less than \$50,000,000.

Section 4.7 Compliance with DTC Requirements. So long as the 2005 Bonds are held in Book-Entry form at the Depository Trust Company, as Depository, the Registrar and Paying Agent shall comply with the provisions of the Blanket Letter of Representations between the Issuer and The Depository Trust Institution, and shall also comply with the letter from the Issuer to The Depository Trust Institution dated _____ and attached hereto as Exhibit ____.