

**NOTICE OF MEETING
SCHOOL DISTRICT NO. 17**

Notice is hereby given of a Special Board of Education meeting of School District No. 17, in the County of Douglas, which will be held at 12:00 p.m. on **Tuesday, April 20, 2010** at 5606 South 147th Street, Omaha, Nebraska. The purpose of the meeting is to refund bonds.

An agenda for such meetings, kept continuously current are available for public inspection at the office of the superintendent at 5606 South 147th Street, Omaha, Nebraska.

LINDA POOLE,
Secretary

4-18-10

**THE DAILY RECORD
OF OMAHA**

**RONALD A. HENNINGSEN, Publisher
PROOF OF PUBLICATION**

UNITED STATES OF AMERICA,
The State of Nebraska,
District of Nebraska,
County of Douglas,
City of Omaha, } ss.

J. BOYD

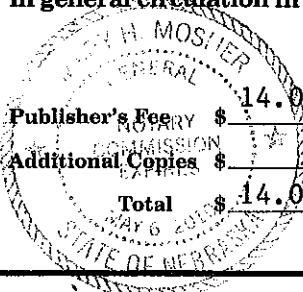
being duly sworn, deposes and says that she is

LEGAL EDITOR

of **THE DAILY RECORD**, of Omaha, a legal newspaper, printed and published daily in the English language, having a bona fide paid circulation in Douglas County in excess of 300 copies, printed in Omaha, in said County of Douglas, for more than fifty-two weeks last past; that the printed notice hereto attached was published in **THE DAILY RECORD**, of Omaha, on _____
April 16, 2010

That said Newspaper during that time was regularly published and in general circulation in the County of Douglas, and State of Nebraska.

Publisher's Fee \$ 14.00
Additional Copies \$ _____
Total \$ 14.00



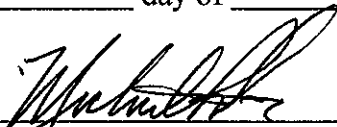
Subscribed in my presence and sworn to before
me this _____ 16th _____ day of
April _____ 20__ 10

Notary Public in and for Douglas County,
State of Nebraska

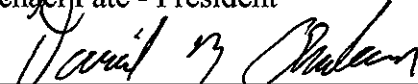
**ACKNOWLEDGMENT OF RECEIPT
OF NOTICE OF MEETING**

The undersigned members of the Board of Education of Millard, District #017, Omaha, Nebraska, hereby acknowledge receipt of advance notice of a special meeting of said Board of Education and the agenda for such meeting held at 12:00 Noon P.M. on April 20, 2010, at Don Stroh Administrative Center 5606 South 147th Street Omaha, NE 68137

Dated this 20th day of April, 2010.

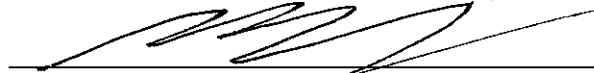


Michael Pate - President

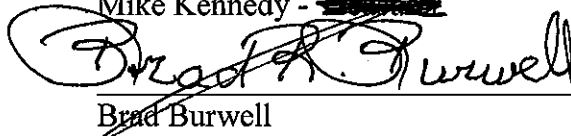


David Anderson – Vice President

Linda Poole - Secretary



Mike Kennedy - ~~Secretary~~



Brad Burwell

Julie Kannas

Maurice Green – Millard North High School

Josh Kenney – Millard South High School

Rachel Saenz – Millard West High School

BOARD OF EDUCATION
MILLARD PUBLIC SCHOOLS
OMAHA, NEBRASKA

SPECIAL BOARD OF EDUCATION MEETING STROH ADMINISTRATION CENTER
12:00 NOON. 5606 SOUTH 147th STREET
APRIL 20, 2010

AGENDA

A. Call to Order

The Public Meeting Act is posted on the Wall and Available for Public Inspection

B. Roll Call

C. Public Comments on agenda items - This is the proper time for public questions and comments on agenda items only. Please make sure a request form is given to the Board President before the meeting begins.

D. New Business:

1. Issuance of Bonds

E. Adjournment

Public Comments - This is the proper time for public questions and comments on any topic. Please make sure a request form is given to the Board President before the meeting begins.

MILLARD PUBLIC SCHOOLS
SCHOOL DISTRICT NO 17

A special meeting was held of the Board of Education of the School District No. 17, in the County of Douglas in the State of Nebraska. The meeting was convened in open and public session at 12:00 noon p.m., Tuesday, April 20, 2010, at the Don Stroh Administration Center, 5606 South 147th Street.

Present: Michael Pate, Dave Anderson, Brad Burwell, and Mike Kennedy

Absent: Julie Kannas and Linda Poole

Notice of this meeting was given in advance thereof by publication in the Daily Record on Friday, April 16, 2010; a copy of the publication is being attached to these minutes. Notice of this meeting was given to all members of the Board of Education and a copy of their Acknowledgment of Receipt of Notice and the agenda are attached to these minutes. Availability of the agenda was communicated in advance notice and in the notice of the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

At 12:40 p.m. Mike Pate called the meeting to order.

Mike Pate appointed Brad Burwell as acting Secretary for this meeting.

Board Members present were Mike Pate, Dave Anderson, Brad Burwell and Mike Kennedy. Absent were Julie Kannas and Linda Poole.

Motion by Brad Burwell, seconded by Mike Kennedy, to approve the RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2010, OF DOUGLAS COUNTY SCHOOL DISTRICT 017, IN THE STATE OF NEBRASKA, ALSO KNOWN AS MILLARD PUBLIC SCHOOLS, IN THE PRINCIPAL AMOUNT OF FIFTY ONE MILLION FOUR HUNDRED EIGHTY THOUSAND DOLLARS, upon roll call vote, all member voted aye. Motion carried.

The firm of Prager, Sealy & Company, LLC was the successful bidder with the lowest net interest cost of 3.38%. The gross savings amount is approximately \$2,650,000.

At 12:50 p.m. Mike Pate adjourned the meeting.



SECRETARY

4/20/10

April 20, 2010
Omaha, Nebraska

A meeting of the Board of Education (the "Board") of Douglas County School District 017 in the State of Nebraska, also known as the Millard Public Schools (the "District"), was held at the regular meeting place of the Board at the Don Stroh Administration Building, 5606 South 147 Street, Omaha, Nebraska, at 12:00 p.m. on April 20, 2010, in a publicly convened session, the same being open to the attendance of the public and having been preceded by advance publicized notice, said advance publicized notice having been given in strict accordance with the provisions of Article 14, Chapter 84, Reissue Revised Statutes of Nebraska, as amended, and having set forth (a) the time, date, and place of this meeting; (b) that this meeting would be open to the attendance of the public; and (c) that an agenda of then known subjects to be taken up at the meeting could be obtained from the office of the Superintendent of Schools (the "Superintendent"). Each Board Member was previously furnished with a copy of said advance publicized notice, the same having been transmitted to each Board Member simultaneously with its publicizing. Copies of the affidavits of publication of said advance publicized notice were ordered annexed to the minutes of this meeting as Attachment 1. Additionally, reasonable efforts were made to provide advance notification of the meeting to all news media requesting the same of the time, date, and place of the meeting. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

The President of the Board, Mike Pate, presided, and the ^(Acting) Secretary of the Board, ~~Linda Poole~~, ^{Brad Burwig II} recorded the proceedings. On roll call the following Board Members were present:

Pate, Anderson, Burwell, Kennedy

The following Board Members were absent: Podle, Kannas.

A quorum being present and the meeting duly commenced, the following proceedings were had and done.

Board Member Burwell offered the following resolution and moved its passage and adoption:

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010, OF DOUGLAS COUNTY SCHOOL DISTRICT 017, IN THE STATE OF NEBRASKA, ALSO KNOWN AS MILLARD PUBLIC SCHOOLS, IN THE PRINCIPAL AMOUNT OF FIFTY ONE MILLION ~~ONE HUNDRED EIGHTY~~ ^{FOUR HUNDRED EIGHTY} THOUSAND DOLLARS (~~\$51,180,000~~ ⁴⁸⁰); DESIGNATING FOR REDEMPTION CERTAIN GENERAL OBLIGATION INDEBTEDNESS OF THE DISTRICT; DIRECTING THE GIVING OF NOTICES OF SUCH REDEMPTION AND DEFEASANCE; APPOINTING A PAYING AGENT, REGISTRAR AND ESCROW AGENT; AND RELATED MATTERS.

global:
"\$51,180,000"
→
"\$51,480,000"

BE IT RESOLVED BY THE BOARD OF EDUCATION OF DOUGLAS COUNTY SCHOOL DISTRICT 017, IN THE STATE OF NEBRASKA, ALSO KNOWN AS MILLARD PUBLIC SCHOOLS:

Section 1. The Board of Education (the "Board") of Douglas County School District 017, in the State of Nebraska, also known as Millard Public Schools (the "District") hereby finds and determines:

This District is duly organized as a Class III School District under Article 8, Chapter 79, Reissue Revised Statutes of Nebraska, 1943, as amended. The District, upon due authorization,

previously issued Series 2004 Bonds dated March 1, 2004, of which \$20,725,000 remains outstanding and is being refunded, and Series 2005A Bonds dated May 15, 2005, of which \$30,000,000 remains outstanding and is being refunded (collectively, the "Refunded Bonds"). Section 10-142, Reissue Revised Statutes of Nebraska, as amended, authorizes the District to issue its refunding bonds with which to call and redeem all or any part of its outstanding bonds, at any time prior to the date of maturity or the redemption date of the bonds to be refunded that the District determines to be in its best interests.

Section 2. (a) The Board further finds and determines that it is necessary, desirable and advisable to issue at this time general obligation refunding bonds in the aggregate principal amount of \$51,⁴⁸⁰~~180~~,000 and to redeem such Refunded Bonds by providing for the deposit of certain moneys and securities in an amount sufficient, together with interest thereon, to pay the principal of, premium, if any, and interest on such Refunded Bonds to May 20, 2010, the redemption date thereof. Accordingly, there shall be and are hereby ordered issued general obligation refunding bonds of the District in the aggregate principal amount of \$51,⁴⁸⁰~~180~~,000, which shall be designated as "Series 2010" (the "Bonds"). The Bonds shall be issuable only as fully registered Bonds, without coupons, on the books of the Bond Registrar and Paying Agent designated in Section 5 hereof (the "Registrar") in the denominations of \$5,000 or any integral multiples thereof and shall be numbered consecutively from 1 upward in order of issuance. The Date of Original Issue of the Bonds shall be May 5, 2010, and the Bonds shall mature on June 15 in the years and bear interest at the following interest rates, calculated on the basis of a 360-day year consisting of twelve 30-day months, as follows:

BOND PRICING

**DOUGLAS COUNTY SCHOOL DISTRICT 0017, NEBRASKA
(Millard Public Schools)
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010
Current Refunding of Series 2004 & Series 2005
Assumes AA/Aa2 ratings, 2025 final maturity
Winning Bid with Reofferings, Resized Par**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price
Serial Bonds (fixed per NOS):								
	06/15/2011	3,200,000	6.000%	0.850%	105.912			
	06/15/2012	3,490,000	6.000%	1.060%	110.284			
	06/15/2013	3,645,000	6.000%	1.290%	114.316			
	06/15/2014	3,855,000	6.000%	1.760%	116.742			
	06/15/2015	4,075,000	5.500%	2.120%	116.288			
	06/15/2016	4,210,000	3.000%	2.600%	101.901 C	2.661%	08/15/2015	100.000
	06/15/2018	4,265,000	3.250%	3.150%	100.466 C	3.184%	06/15/2015	100.000
	06/15/2020	3,895,000	3.500%	3.570%	99.407			
	06/15/2021	3,890,000	3.500%	3.700%	98.188			
	06/15/2022	4,055,000	3.500%	3.800%	97.106			
	06/15/2023	4,230,000	3.000%	3.900%	90.827			
	06/15/2024	4,390,000	2.000%	4.350%	75.409			
	06/15/2025	4,480,000	2.000%	4.420%	73.527			
		51,480,000						

Dated Date	05/05/2010	
Delivery Date	05/05/2010	
First Coupon	12/15/2010	
Par Amount	51,480,000.00	
Original Issue Discount	-384,342.15	
Production	51,095,657.85	99.253415%
Underwriter's Discount	-165,513.35	-0.321510%
Purchase Price	50,930,144.50	98.931905%
Accrued Interest		
Net Proceeds	50,930,144.50	

Order 4A

Maturity Date (June 15)	Principal Amount	Interest Rate
2011	\$ _____	____%
2012	_____	_____
2013	_____	_____
2014	_____	_____
2015	_____	_____
2016	_____	_____
2017	_____	_____
2018	_____	_____
2019	_____	_____
2020	_____	_____
2021	_____	_____
2022	_____	_____
2023	_____	_____
2024	_____	_____
2025	_____	_____

→ Order 4A

(b) The Bonds are subject to redemption at the option of the District prior to the stated maturities thereof in whole or in part, at any time on or after June 15, 2015, in the principal amounts and from the maturity or maturities selected by the Board of Education of the District, and in the event that less than all of the Bonds of any maturity are to be called for redemption, the particular Bonds of such maturity to be redeemed shall be selected by lot in integral multiples of \$5,000 within a maturity, at a redemption price equal to 100% of the principal amount being redeemed, on such principal amount to the date of redemption.

The Bonds shall be redeemed in whole multiples of \$5,000 and if any Bonds be in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any multiples thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bond there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, Bonds of like series, maturity and interest rates in any of the authorized denominations provided by this resolution.

Notice of redemption of Bonds stating their designation, date, maturity and principal amounts shall be given by the Registrar by mailing such notice by first-class mail, postage prepaid, not less than 30 days prior to the date fixed for redemption to the registered owners at their most recent addresses appearing upon the books of registry, but failure to give notice to any particular registered owner or any defect in the notice given to such owner shall not affect the validity of the proceeding calling the Bonds or the redemption of any Bonds for which proper notice has been given. Notice of redemption need not be given to the holder of any Bond, whether registered or not, who has waived notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the owners of Bonds called for redemption who have not been given such notice as provided above, the Bonds so called for redemption shall become due and payable on the designated redemption date. The District shall give written notice to the Registrar of its election to redeem Bonds at least 45 days prior to the said redemption date, or such shorter period as shall be acceptable to the Registrar. If on or before the said redemption date funds sufficient to pay the Bonds so called for redemption at the applicable redemption price and accrued interest to said date have been deposited or caused to have been deposited by the District with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as hereinbefore provided, then from and after the date fixed for redemption interest on such Bonds so called shall cease to accrue and become payable. If such funds shall not have been so deposited with the Registrar as aforesaid on or before the date fixed for redemption, such call for redemption shall be revoked and the Bonds so called for redemption shall continue to be outstanding the same as though they had not been so called, and shall continue to bear interest until paid at such rate as they would

have borne had they not been called for redemption, and shall continue to be protected by this resolution and entitled to the benefits and security hereof.

(c) Interest on the Bonds at the respective rates for each maturity is payable semiannually on June 15 and December 15 of each year, beginning December 15, 2010 (each of said dates an "Interest Payment Date") from the Date of Original Issue or the most recent Interest Payment Date, whichever is later, until maturity by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Bond at such registered owner's address as it appears on the Bond Register maintained by the Registrar or its successor at the close of business on the first day of the month in which occurs an Interest Payment Date (the "Record Date") subject to the provisions of the following paragraph. The principal on the Bonds and the interest due at maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar.

In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

(d) Bonds issued upon transfer or exchange of Bonds shall be dated as of the date six months preceding the Interest Payment Date next following the date of registration thereof in the office of the Registrar, unless such date of registration shall be an Interest Payment Date, in which case they shall be dated as of such date of registration; provided, however, that if, as shown by the records of the Registrar, interest on the Bonds shall be in default, the Bonds issued

in lieu of Bonds surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the Bonds surrendered; and provided further, that if the date of registration shall be prior to the first Interest Payment Date, the Bonds shall be dated as of their Date of Original Issue. The Bonds shall bear interest from their Date of Original Issue.

Section 3. In the event any Bond is mutilated, lost, stolen or destroyed, the District shall execute and the Registrar shall authenticate a new Bond of like date, maturity and denomination to that mutilated, lost, stolen, or destroyed, provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Registrar and, in the case of any lost, stolen, or destroyed Bonds, there first shall be furnished to the Registrar evidence of such loss, theft, or destruction satisfactory to the Registrar, together with indemnity satisfactory to it. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the District may pay the same without surrender thereof upon the performance of such requirements as it deems fit for its protection, including a lost instrument bond. The District and the Registrar may charge the owner of such Bond with their reasonable fees and expenses for such service.

Section 4. The Bonds shall be in substantially the following form:

No. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF DOUGLAS

DOUGLAS COUNTY SCHOOL DISTRICT 017
(MILLARD PUBLIC SCHOOLS)
GENERAL OBLIGATION REFUNDING BOND, SERIES 2010

Date of Original Issue	Date of Maturity	Rate of Interest	CUSIP No.
May 5, 2010	June 15, _____	_____ %	_____

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS: That Douglas County School District 017 (Millard Public Schools), in the State of Nebraska (the "District"), promises to pay to the order of the Registered Owner in indicated above, or registered assigns, on the Date of Maturity indicated above, and upon surrender hereof, the Principal Amount indicated above, and in like manner to pay interest on said Principal Amount from the date hereof at the Rate of Interest per annum indicated above semiannually on June 15 and December 15 of each year, beginning December 15, 2010 (each of such dates an "Interest Payment Date") and continuing until said Principal Amount is paid. The Principal Amount and the interest due at maturity is payable to the Registered Owner at the office of the Bond Registrar and Paying Agent, First National Bank of Omaha, Omaha, Nebraska (the "Registrar") upon presentation and surrender of this bond. Interest on this bond prior to maturity shall be paid by check or draft mailed on such Interest Payment Date (or on the next business day if such Interest Payment Date falls on a Saturday, Sunday or bank holiday applicable to the Registrar) to the registered owner of any Bond shown on the registration records of the District maintained by the Registrar as of the date

which is the first day of each month in which an Interest Payment Date occurs (the "Record Date"). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Registrar whenever moneys for such purpose become available. For the prompt payment of this bond, principal and interest, as the same become due, the full faith, credit and resources of the District are hereby irrevocably pledged.

The bonds are issuable as fully registered bonds without coupons in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and upon payment of the charges provided in the resolution (the "Resolution") of the District pursuant to which the bonds have been issued, bonds may be exchanged for a like aggregate principal amount of bonds. This bond is transferable by the Registered Owner hereof or his attorney duly authorized in writing, at the principal corporate trust office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges as set forth in the Resolution, upon surrender and cancellation of this bond. Upon such transfer a new registered bond or bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The District and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the District nor the Registrar shall be affected by any notice to the contrary.

The Bonds of the series of which this bond is one are subject to redemption at the option of the District prior to the stated maturities thereof at any time on or after June 15, 2015, as a whole, or in part from time to time in the principal amount and from the maturity of maturities selected by the Board of Education of the District, and in the event that less than all the Bonds of a maturity are to be called for redemption, the particular Bonds of such maturity to be redeemed shall be selected by lot at the redemption price of the principal amount thereof, plus interest accrued on such principal amount to the date fixed for redemption.

Bonds shall be redeemed in whole multiples of \$5,000 and if any Bond be in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any multiples thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bond there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, registered Bonds of like series, maturity and interest rates in any of the authorized denominations provided by the Resolution.

Notice of redemption of this Bond shall be given to the Registered Owner hereof by first-class mail, postage prepaid, not less than 30 days prior to the date fixed for redemption, all as more particularly set forth in the Resolution; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Bond with respect to which no such failure has occurred. Notice of redemption having been given as provided in the Resolution, or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this Bond shall cease to bear interest from and after the date fixed for redemption.

This bond is one of a series of bonds in the total principal amount of \$51,180,000 of even date and like tenor except as to number, denomination, date of maturity and rate of interest for payment of the cost of refunding certain outstanding general obligation indebtedness of the District under and pursuant to and in full conformity with the Constitution and Statutes of the State of Nebraska, including, in particular, Section 10-142, Reissue Revised Statutes of Nebraska, 2007, as amended, and pursuant to and in compliance with the Resolution of the Board of Education of the District duly passed and adopted on April 20, 2010. The respective designations, issue dates, maturity dates and outstanding principal amounts of the bond issues or portions thereof being refunded are as follows:

Designation of Issue	Issue Date	Maturity Dates	Amount Outstanding (April 15, 2010)	Amount Refunded
Douglas County School District 017 In the State of Nebraska (Millard Public Schools) General Obligation Refunding Bonds, Series 2004	3/01/04	11/01/04-11/01/15	\$20,725,000	\$20,725,000
Douglas County School District 017 In the State of Nebraska (Millard Public Schools) General Obligation Bonds, Series 2005A	5/15/05	6/15/16-6/15/25	30,000,000	30,000,000

AS PROVIDED IN THE RESOLUTION REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE 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 BOND MAY BE PAID WITHOUT SURRENDER HEREOF TO THE PAYING AGENT. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND 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 BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT FOR PAYMENT OF PRINCIPAL AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR 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.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond and precedent to and in the issuance of the issue of which this bond is a part did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of the District, including this bond, does not exceed any limitation imposed by law; that this bond and the issue of which it is a part shall, as to both principal and interest, be secured by a special levy of taxes on all the taxable property in the District. The District covenants that it will cause to be levied and collected annually, in addition to all other taxes, a special levy of taxes on all the taxable property in the District sufficient in rate and amount to pay the principal

of and interest on this bond and the other bonds of the issue of which it is a part when and as the same shall become due.

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

IN WITNESS WHEREOF, the District has caused this bond to be executed on its behalf by the facsimile signature of the President of its Board of Education and its corporate seal to be impressed or imprinted hereon and attested by the facsimile signature of the Secretary of said Board of Education.

DATED as of the Date of Original Issue specified above.

[SEAL]

DOUGLAS COUNTY SCHOOL
DISTRICT 017, IN THE STATE OF
NEBRASKA (Millard Public Schools)

By _____ (Facsimile Signature)
President of the Board of Education

By _____ (Facsimile Signature)
Secretary of the Board of Education

(Form of Registrar's Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds of the issue described in the within-mentioned Resolution.

Dated _____, _____

FIRST NATIONAL BANK OF OMAHA, as
Bond Registrar and Paying Agent

By _____
Authorized Officer

[(Form of Statement of Insurance) appears here if applicable.]

ASSIGNMENT

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

(Please print or typewrite name, address, and tax identification
or social security number of Transferee)

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

_____ attorney to transfer the within bond on the registration books of the

Paying Agent, with full power of substitution in the premise.

Dated: _____

Signature of Registered Owner

Signature Guaranteed:

NOTICE: The signature(s) to this assignment must correspond with the name of the registered owner as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatever.

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signature Program ("MSP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

Section 5. The District hereby appoints First National Bank of Omaha, to serve as Paying Agent and Registrar and, additionally, as Escrow Agent, and approves an Escrow and Agency Agreement (the "Agreement") (in substantially the form attached hereto as Exhibit A) with First National Bank of Omaha, setting forth its duties and responsibilities as Paying Agent, Registrar and Escrow Agent and the compensation therefor, and authorizes and directs the President (the "President") and the Secretary to execute and deliver such Agreement with such modifications and additions as the President shall approve. Prior to the issuance of the Bonds under the provisions of this resolution, the Registrar shall specify its acceptance of the duties, obligations and trusts imposed on it by the provisions of this resolution by entering into the Agreement. The Registrar shall have only such duties and obligations as are expressly specified by this resolution and the Agreement and no other duties or obligations shall be implied to the Registrar.

Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such

corporation shall be authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges to the Registrar for the services performed. The District reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar.

The Registrar shall keep the books for the registration and transfer of the Bonds. The transfer of any Bond may be registered upon the books kept for the registration and registration of transfer of the Bonds upon presentation and surrender thereof to the Registrar, together with an assignment duly executed by the registered owner or such registered owner's attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer, the District shall execute and the Registrar shall authenticate and deliver in exchange for such Bond, a new Bond registered in the name of the transferee, of any denomination or denominations authorized by this resolution, of the same series and maturity and in the same aggregate principal amount and bearing interest at the same rate. Bonds may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Bonds and the District shall execute and the Registrar shall authenticate and deliver Bonds which the owner making the exchange is entitled to receive, bearing numbers not contemporaneously then outstanding and of the same maturity and bearing interest at the same rate as the Bonds surrendered for exchange. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer. The

Registrar shall not be required to transfer or exchange any Bonds for a period of 14 days next preceding any interest or principal payment date. The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Bonds from funds transferred to it by the District for such purpose. Payment of interest due upon the Bonds prior to maturity shall be made by the Registrar by mailing on each Interest Payment Date a check in the amount due for such interest to the registered owner of each Bond addressed to such owner's registered address as shown on the books of registration as required to be maintained under this Section 5. Payments of principal due at maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Bond at the office of the Registrar in Omaha, Nebraska. The District and the Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payment thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the District and the Registrar in respect of the liability upon such Bond or claims for interest to the extent of the sum or sums so paid.

Section 6. The Bonds shall be executed on behalf of the District by the manual or facsimile signatures of the President and Secretary of the Board. The Bonds shall be issued initially as "book-entry-only" bonds using the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection, authorized officers of the District on January 7, 1997 executed and delivered a blanket issuer letter of representation (the "Representation Letter") in the form required by the Depository, for and on behalf of the District, which shall thereafter govern matters with respect

to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as “book-entry-only” bonds, the following provisions shall apply:

(a) The District and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “Bond Participant”) or to any person who is an actual purchaser of a Bond from the Bond Participant while the Bonds are in book-entry form (each, a “Beneficial Owner”) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond.

(b) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Bonds requested by the Depository in

appropriate amounts. Whenever the Depository requests the District and Registrar to do so, the District and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the District, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the District determines that it is desirable that bonds representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the District and Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bonds representing the Bonds. In such event, the District and Registrar shall issue, transfer or exchange bonds representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this resolution to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Representation Letter.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any persons, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

If for any reason the Depository resigns and is not replaced, the District shall immediately provide a supply of printed bonds for issuance upon the transfers from the Depository and subsequent transfers. In the event that such supply of bonds shall be insufficient to meet the requirements of the District and Registrar for issuance of replacement Bonds upon transfer, the District agrees to order printed an additional supply of bonds and to direct their execution by manual or facsimile signature of an authorized officer of the District and the authentication by the manual signature of an authorized officer of the Registrar. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bonds delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. No Bond shall be valid or obligatory unless and until the Certificate of Authentication thereon shall have been duly executed by the Registrar. The Bonds shall be delivered to the Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, the Registrar is authorized to deliver them to the representative of the initial purchasers thereof identified in Section 12 of this resolution, upon receipt of the purchase price therefor (which shall be not less than ^{98.931905}~~99.25%~~ of the principal amount of the Bonds) plus accrued interest thereon to date of payment of the Bonds. Said initial purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this resolution.

Section 7. After being executed by the President and Secretary of the Board, the Bonds shall be delivered to the Treasurer of the District (the "District Treasurer") who shall be responsible therefor under her official bond; and she shall cause the same to be recorded as provided by statute in the office of the Auditor of Public Accounts of the State of Nebraska. The President and Secretary of the District shall certify for the Auditor of Public Accounts the taxable valuation, the number of children of school age resident in the District and the total bonded indebtedness of the District. Such certificates shall be transmitted to the Auditor of Public Accounts.

Section 8. The net proceeds from the sale of the Bonds, exclusive of the interest, if any, accrued on the Bonds from their Date of Original Issuance to the date of delivery of and payment therefor and costs of issuance to be paid from the proceeds of the Bonds, shall be received by the District Treasurer and shall be irrevocably deposited in trust with the Escrow Agent, together with other moneys, if any, made available by the District, for investment and disbursement in accordance with the Agreement such that the Escrow Agent shall make moneys available to the paying agent or paying agents for the Refunded Bonds at such times and in such amounts that the principal of, premium, if any, and interest on the Refunded Bonds designated below shall be paid as and when the same become due to the respective redemption dates of such Refunded Bonds. The Board hereby designates the following outstanding general obligation indebtedness of the District for refunding with the proceeds of the Bonds:

Designation of Issue	Issue Date	Maturity Dates	Amount Outstanding (April 15, 2010)	Amount Refunded	Redemption Date and Price (expressed as a percentage of principal amount)	CUSIPs
Douglas County School District 017 (Millard Public Schools) in the State of Nebraska General Obligation Refunding Bonds, Series 2004	3/01/04	11/01/04-11/01/15	\$20,725,000	\$20,725,000*	5/20/10 at 100%	259327 A87
						259327 A95
						259327 B29
						259327 B37
						259327 B45
Douglas County School District 017 (Millard Public Schools) in the State of Nebraska General Obligation Bonds, Series 2005A	5/15/05	6/15/16-6/15/25	\$30,000,000	\$30,000,000*	5/20/10 at 100%	259327 B52
						259327 B60
						259327 B78
						259327 B86
						259327 B94
						259327 C28
						259327 C36
						259327 C44
						259327 C51

*All of which shall be redeemed on 5/20/10.

The Board hereby authorizes and directs the registrar of the Refunded Bonds, at least 30 days before the redemption date listed above, to sign a notice of redemption with respect to the Refunded Bonds to be redeemed, file said signed notice with the Escrow Agent, with the District Treasurer and with the Nebraska State Auditor of Public Accounts, and mail said signed notice, postage prepaid, to all registered owners of Refunded Bonds to be redeemed at the addresses which appear on the registration books for such Refunded Bonds and the MSRB (as defined by Exhibit B attached hereto) together with a material event notice. The redemption notice hereinabove authorized for the Douglas County School District 017 (Millard Public Schools) in the State of Nebraska General Obligation Refunding Bonds, Series 2004 shall be in substantially the following form:

NOTICE OF REDEMPTION

DOUGLAS COUNTY SCHOOL DISTRICT 017
(MILLARD PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2004
DATED AS OF MARCH 1, 2004
MATURITIES: NOVEMBER 1, 2010 to NOVEMBER 1, 2015, Inclusive*
CUSIP _____, Inclusive

NOTICE IS HEREBY GIVEN that the General Obligation Refunding Bonds, Series 2004 of Douglas County School District 017 (Millard Public Schools) in the State of Nebraska, dated as of March 1, 2004, then outstanding, scheduled to mature on November 1, 2010 to November 1, 2015, inclusive, and redeemable on November 1, 2009 at the option of Douglas County School District 017 (Millard Public Schools), in the State of Nebraska at the principal amount thereof, plus the interest accrued and unpaid thereof to May 20, 2010, will be irrevocably called in whole for redemption on May 20, 2010.

Payment of the principal amount of said bonds will be made on or after said redemption date of May 20, 2010 upon the presentation of said bonds at One First National Center, Omaha, Nebraska. Interest on said bonds accruing to or prior to said redemption date will be paid in the usual manner. Interest on all bonds will cease to accrue from and after May 20, 2010.

Date: _____, 2010

FIRST NATIONAL BANK OF OMAHA, as
Registrar

By _____
Authorized Officer

*Withholding of 30% of gross redemption proceeds of any payment made within the United States may be required by the Interest and Dividend Tax Compliance Act of 1983 unless the paying agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.

Douglas County School District 017 shall not be responsible for the use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any bond. They are included solely for the convenience of the holders.

The redemption notice hereinabove authorized for the Douglas County School District 017 (Millard Public Schools) in the State of Nebraska General Obligation Bonds, Series 2005A shall be in substantially the following form:

**NOTICE OF REDEMPTION
DOUGLAS COUNTY SCHOOL DISTRICT 017
(MILLARD PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA
GENERAL OBLIGATION BONDS, SERIES 2005A
DATED AS OF MAY 15, 2005
MATURITIES: JUNE 15, 2016 to JUNE 15, 2025, Inclusive*
CUSIP _____, Inclusive**

NOTICE IS HEREBY GIVEN that the General Obligation Bonds, Series 2005A of Douglas County School District 017 (Millard Public Schools) in the State of Nebraska, dated as of May 15, 2005, then outstanding, scheduled to mature on June 15, 2016 to June 15, 2025, inclusive, and redeemable on May 15, 2010 at the option of Douglas County School District 017 (Millard Public Schools), in the State of Nebraska at the principal amount thereof, plus the interest accrued and unpaid thereof to May 20, 2010, will be irrevocably called in whole for redemption on May 20, 2010.

Payment of the principal amount of said bonds will be made on or after said redemption date of May 20, 2010 upon the presentation of said bonds at One First National Center, Omaha, Nebraska. Interest on said bonds accruing to or prior to said redemption date will be paid in the usual manner. Interest on all bonds will cease to accrue from and after May 20, 2010.

Date: _____, 2010

FIRST NATIONAL BANK OF OMAHA, as
Registrar

By _____
Authorized Officer

*Withholding of 30% of gross redemption proceeds of any payment made within the United States may be required by the Interest and Dividend Tax Compliance Act of 1983 unless the paying agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.

Douglas County School District 017 shall not be responsible for the use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any bond. They are included solely for the convenience of the holders.

Section 9. The Board hereby fixes and determines that from the proceeds of the bonds

^{51,480,000}
(~~\$51,480,000~~) plus \$ —0— of accrued interest) and from \$517,557.36 of moneys on

less \$384,342.15 of
net original issue discount

deposit in the District's Bond Fund and available for such purposes, \$51,329,268.05 shall be the amount deposited in trust with the Escrow Agent for credit to the escrow fund established by the Agreement. After giving effect to such deposit, the remaining \$283,947.16 shall be applied to pay Underwriters' discount and the costs of issuing the Bonds.

Section 10. The Board covenants and agrees hereby that the District shall cause to be levied and collected annually a special tax on all of the taxable property in the District, in addition to all other taxes, sufficient in rate and amount to provide, together with any other funds of the District available for such purposes, for the payment in full, and when due, of the principal of and interest on the Bonds, the District hereby pledging said levy of taxes for such purposes.

Section 11. The Board, acting for and on behalf of the District, hereby covenants, warrants, and agrees that it will (a) restrict the use of the proceeds of the Bonds hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986, as amended (herein the "Code"), and the regulations prescribed thereunder; and (b) take all actions that may be required of it (including, without limitation, the timely filing of a federal information return with respect to the Bonds and payment of any money required to be rebated to the United States of America) so that the interest on the Bonds will be and remain excluded from gross income for federal income tax purposes, and the District will not take any actions which might adversely affect such exclusion. The District Treasurer is authorized and directed to give an appropriate certificate on behalf of the District, on the date of delivery of the Bonds, and for inclusion in the transcript of proceedings relating thereto, setting forth the facts, estimates, circumstances, and

reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Section 148 of the Code and the regulations thereunder.

Section 12. The proposal of Prayer Sealy & Co., LLC, as representative of the purchasers thereof, for the purchase of the Bonds shall be, and hereby is accepted by the District, said proposal being a bid of 98.931905 % (including \$165,513.16 of Underwriters' discount) of the par value thereof. The Bonds shall, in accordance with said proposal, bear interest at the rates per annum as set forth in Section 2 hereof. The District Treasurer is authorized to deliver the Bonds to or at the direction of Prayer Sealy & Co., LLC, as representative of the purchasers thereof, upon payment in full of the principal thereof and accrued interest thereon to the date of delivery thereof.

Section 13. The District hereby covenants and agrees that it will enter into a written undertaking (the "Continuing Disclosure Certificate") for the benefit of the holders and Beneficial Owners of the Bonds in accordance with Section (b)(5)(i) of Securities Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, and will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an event of default; however, the registered owner of any Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section 13. The President (or in his absence, the Vice President) of the Board be and he is hereby authorized and directed to execute and deliver the Continuing Disclosure Certificate in substantially the form attached hereto as Exhibit B.

Section 14. The District's obligations under this resolution shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal thereof plus interest thereon to the date of maturity thereof (a) shall have been made or caused to have been made in accordance with the terms thereof and hereof, or (b) shall have been provided for by depositing with the Registrar, or in escrow with a national or state bank having trust powers in trust solely for such payment (i) sufficient moneys to make such payment or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America, or obligations of any agency of the United States of America (herein referred to as "Government Obligations"), in such amount and with such maturities as to principal and interest as will insure the availability of sufficient moneys to make such payment, and thereupon such Bonds shall cease to draw interest from the date of their maturity and, except for the purposes of such payments, shall no longer be entitled to the benefits of this resolution. If moneys shall have been deposited in accordance with the terms hereof with the Registrar or escrow agent in trust for that purpose sufficient to pay the principal of such Bonds and all interest due thereon to the due date thereof, all liability of the District for such payment shall forthwith cease, determine and be completely discharged, and all such Bonds shall no longer be considered outstanding.

Section 15. The Official Statement dated the date of this resolution pertaining to the issuance of the Bonds is hereby approved and deemed final within the meaning of SEC Rule 15c2-12, and the Superintendent of the District is hereby authorized to execute, certify and deliver said Official Statement (including provisions relating to a municipal bond insurance policy, if any) on behalf of the District to the original purchasers of the Bonds. The Preliminary

Official Statement dated April 7, 2010, the Official Notice of Sale and the Summary Notice of Sale of the District, the publication thereof on the website, www.DavidsonBondAuction.com (in the cases of the Preliminary Official Statement and the Official Notice of Sale), and in the *The Daily Record* (in the case of the Summary Notice of Sale), in the respective forms approved by the Superintendent or Associate Superintendent for General Administration, and the certificate of the Associate Superintendent for General Administration deeming final the Preliminary Official Statement as of its date are hereby approved, ratified and confirmed.

Section 16. Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs all of the officers, employees, and agents of the District to carry out, or cause to be carried out, and to perform such obligations of the District and such other actions as they, or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this resolution, and the issuance, sale, and delivery of the Bonds, including, without limitation and whenever appropriate, the execution and delivery thereof and of all other related documents, instruments, certifications, and opinions; and (b) delegates, authorizes, and directs the Superintendent and the President (or, in the absence of the Superintendent or the President, the Associate Superintendent for General Administration or the Vice President) the right, power, and authority to exercise their own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form and contents of each of the foregoing. The execution and delivery by the Superintendent or the President (or, in the absence of the Superintendent or the President, the Associate Superintendent for General Administration or the Vice President) or by any such other officer(s), employee(s) or agent(s) of the District of any such documents, instruments, certifications, and opinions, or the doing by them of any act in connection with any of the

matters which are the subject of this resolution, shall constitute conclusive evidence of both the District's and their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the District and the authorization, approval, and ratification by the District of the documents, instruments, certifications, and opinions so executed and the action so taken.

Section 17. If any one or more of the provisions of this resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this resolution or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this resolution and under any applicable provisions of law.

If any provisions of this resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.


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Section 18. This resolution shall be in force and take effect from and after its passage as provided by law.

PASSED AND ADOPTED this 20th day of April, 2010.

DOUGLAS COUNTY SCHOOL
DISTRICT 017 IN THE STATE OF
NEBRASKA (Millard Public Schools)

ATTEST:


Acting Secretary

By 
President

The foregoing resolution having been read, Board Member Kennedy seconded the motion for passage, and after discussion the roll call was made thereon, and the following Members of the Board voted in favor of the passage and adoption of said resolution:

Fate, Anderson, Burwell, Kennedy

The following members of the Board voted against the same:

None

The following members of the Board were absent or abstained from voting:

Pole, Kannas

The foregoing resolution, having been consented to by a majority of the Members of the Board, was by the President declared passed and adopted.

Bradford R. Purwell
Acting Secretary

[Signature]
President

EXHIBIT A

ESCROW AND AGENCY AGREEMENT

THIS AGREEMENT is made and entered into as of the 5th day of May, 2010, by and between **DOUGLAS COUNTY SCHOOL DISTRICT 017** (Millard Public Schools) in the State of Nebraska (the "District") and **FIRST NATIONAL BANK OF OMAHA**, Omaha, Nebraska (the "Escrow Agent" and the "Registrar").

WITNESSETH:

WHEREAS, the District has outstanding \$50,725,000 in aggregate principal amount of certain general obligation indebtedness maturing on or after November 1, 2010 (collectively, the "Refunded Bonds"); and

WHEREAS, in order to achieve debt service savings, the District has determined to refund the Refunded Bonds; and

WHEREAS, to provide a portion of the moneys necessary to refund the Refunded Bonds, the District has issued its \$51,180,000 General Obligation Refunding Bonds, Series 2010, dated May 5, 2010 (the "Bonds" or the "Refunding Bonds"), by a Resolution passed April 20, 2010 (the "Resolution"); and

WHEREAS, the purpose of Article I of this Agreement is to make adequate provision for the payment, when due, of principal of, premium, and interest on the Refunded Bonds; and

WHEREAS, the District requires the services of an escrow agent for the Refunded Bonds and a paying agent and registrar for the Refunding Bonds and, by the Resolution, has appointed the Escrow Agent and Registrar to perform such services; and

WHEREAS, the Escrow Agent and Registrar are willing to provide services as escrow agent and as paying agent and registrar, respectively, pursuant to the terms of this Agreement in consideration for the compensation described in this Agreement and wish to accept their appointments by the District under the Resolution;

NOW, THEREFORE, in consideration of the mutual covenants and benefits herein set forth and for other valuable consideration, the receipt of which is hereby acknowledged by each party, the District and the Escrow Agent agree as follows in Article I and Article III of this Agreement, and the District and the Registrar agree as follows in Article II and Article III of this Agreement:

ARTICLE I

ESCROW AGENT

1. There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow fund designated the "Douglas County School District 017 General Obligation Refunding Bonds 2010 Escrow Fund" (the "Escrow Fund") to be held in the

custody of the Escrow Agent as a trust fund for the benefit of the holders of the Refunded Bonds, separate and apart from other funds of the District or the Escrow Agent. The Escrow Agent hereby acknowledges the receipt and deposit to the credit of the Escrow Fund of \$ _____ in immediately available funds representing a portion of the proceeds received by the District from the sale and delivery of the Refunding Bonds plus other available moneys of the District (the "Proceeds") and certain other moneys available to the District.

2. The Escrow Agent represents and acknowledges that, concurrently with the deposit of Proceeds, it has used the Proceeds to purchase on behalf of and for the account of the District, at the written direction of the District, on the open market certain noncallable interest-bearing United States Treasury Bills, Notes or Bonds, which are direct noncallable obligations of the United States of America, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, in book-entry form, in the aggregate principal amount of \$ _____ at a cost of \$ _____ plus accrued interest of \$-0- (the "Government Obligations") and will credit the Government Obligations (which are described in Schedule I attached to this Agreement and made a part hereof) to the Escrow Fund as provided by Section 1 hereof. The Escrow Agent will also use Proceeds to establish a beginning cash balance in the Escrow Fund in the amount of \$ _____. In no event shall the Escrow Agent invest the Proceeds in money market mutual funds investing in direct obligations of the United States of America or otherwise. The Escrow Agent shall not sell, transfer, otherwise dispose of or cause to be redeemed prior to maturity any Government Obligations, except as specifically authorized herein. The Escrow Agent shall make no further investment or reinvestment of the Escrow Fund except as specifically authorized herein.

3. The Escrow Agent will hold the Government Obligations and the balance of the uninvested moneys in the Escrow Fund (including earnings thereon) in trust for the sole and exclusive benefit of the holders of the Refunded Bonds and shall apply the Escrow Fund solely to the payment of principal of, premium, and interest on the Refunded Bonds on May 20, 2010, the redemption date thereof.

4. The Escrow Agent shall not be liable or responsible for any act done or step taken or omitted by it or any mistake of fact or law or for anything which it may do or refrain from doing, except for its negligence or its default or failure in the performance of any obligation imposed upon it or assumed by it hereunder. The Escrow Agent shall not be responsible in any manner whatsoever for the recitals or statements contained in the Refunded Bonds or the Refunding Bonds or any proceedings taken in connection therewith.

5. The Escrow Agent agrees to serve in such capacity hereunder until all of the Refunded Bonds have been retired. The Escrow Agent hereby acknowledges that it has received as reasonable and proper administrative costs of the refunding program, the sum of \$500.00. It is understood that, in respect of such fee and any other obligation which the District may have to the Escrow Agent, the Escrow Agent shall have no interest in the Escrow Fund, and the Escrow Agent hereby waives any such right, including any right of setoff which the Escrow Agent may now or hereafter have. It is agreed and understood that no additional moneys will be due the Escrow Agent for any of its services, costs, charges and expenses in connection with its role as Escrow Agent under this Agreement, the Refunded Bonds and the Government Obligations; except, in the event that extraordinary circumstances occur which require the Escrow Agent to

take action and incur costs not contemplated herein, a fair and reasonable fee may be charged, provided prior notice is given the District prior to the incurring of such costs if possible.

6. Any balance remaining in the Escrow Fund after retirement of all Refunded Bonds shall be paid to the District.

ARTICLE II

REGISTRAR AND PAYING AGENT

1. The Registrar agrees that it shall maintain on behalf of the District books of record in which the registered owners of the Bonds and their registered addresses shall be duly recorded.

2. The Registrar agrees that it shall serve as paying agent for the District in making the payments of principal and interest falling due on the Bonds. The District shall, not later than each interest and principal payment date on the Bonds, deposit with the Registrar an amount sufficient to make such payment, and the Registrar shall apply such deposit by mailing a check or draft to each of the registered owners of the Bonds as shown on the books of record maintained pursuant to paragraph 1 hereof for the appropriate amounts of interest due prior to maturity or earlier redemption on each respective Bond and pay principal and interest due upon maturity or date of redemption upon presentation of each respective bond in accordance with the terms of the Resolution.

3. The Registrar hereby accepts and agrees to perform all duties directed by the Resolution to be performed by the Registrar as described in the Resolution, and the terms of the Resolution are hereby incorporated by reference. The Registrar acknowledges receipt of a copy of the Resolution. The Registrar acknowledges that the District may make deposits of money or securities as provided in Section 14 of the Resolution. In the event of any such deposit, the compensation provided for under this Agreement shall not be altered or abated.

4. The District shall furnish to the Registrar a sufficient supply of forms in blank of the Bonds to be issued upon transfer, signed by the facsimile signatures of the President and Secretary of the Board of Education of the District and sealed with the District Seal, and shall renew such supply pursuant to Section 6 of the Resolution upon request by the Registrar.

5. The Registrar shall make the final registration of the Bonds upon written directions from the original purchaser as designated in the Resolution.

6. Transfer of the Bonds shall be registered and new Bonds issued in replacement thereof, pursuant to the limitations prescribed in the Resolution, upon surrender to the Registrar of any outstanding Bond in form deemed by the Registrar properly endorsed for transfer with all necessary signatures guaranteed in such manner and form as the Registrar may require by a signature guarantor reasonably believed by the Registrar to be responsible, accompanied by such assurances as the Registrar shall deem necessary or appropriate to evidence the genuineness and effectiveness of each necessary signature and, if deemed appropriate by the Registrar, satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. In registering transfer of the Bonds, the Registrar may rely upon the Uniform Commercial Code

or any other statutes which in the opinion of counsel protect the Registrar and the District in not requiring complete documentation, in registering Bonds without inquiry into adverse claims, in delaying registration for purposes of such inquiry or in refusing registration where in the Registrar's judgment an adverse claim requires such refusal.

7. Replacement Bonds for any of the Bonds damaged, lost or stolen shall be issued by the Registrar upon a duly certified resolution or resolutions in compliance with the requirements of Sections 10-127 to 10-130, R.R.S. Neb. 2007, as now existing or as hereafter amended.

8. As provided by law, the books of registration maintained by the Registrar shall not be deemed public records and shall be available for inspection solely pursuant to a court order or a subpoena of any governmental agency having jurisdiction to issue such subpoena.

9. At least annually, the Registrar shall give a report to the District accounting for all funds received and disbursements made. The Registrar shall maintain customary records in connection with its exercise of its duties under this Agreement and the Resolution.

10. At any time the Registrar may apply to the District for instructions and may consult with the District's attorney or the Registrar's own counsel in respect to any matter arising in connection with its duties under this Agreement and the Resolution, and the Registrar shall not be liable or accountable for any action taken or omitted by it in good faith in accordance with such instructions or with the opinion of such counsel. The Registrar may rely on any paper or document reasonably believed by it to be genuine and to have been signed by the proper person or persons.

11. The District hereby agrees to pay any expenses reasonably incurred by the Registrar in connection with the performance of its duties under this Agreement and the Resolution, including counsel fees, and in addition shall pay to the Registrar as compensation for its services the following: See Attachment A to Escrow and Agency Agreement.

12. Any corporation or association into which the Registrar 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, ipso facto, be and become successor Registrar hereunder and vested with all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instructions or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

13. The District shall have the right to remove the Registrar only in the event of a material breach of the Registrar's duties under this Agreement and the Resolution. In such event the President and Secretary of the Board of Education of the District shall have the right to designate a successor, and the Registrar hereby agrees that it shall turn over all of its records with respect to the Bonds to any such successor upon request by the District.

14. This Agreement shall terminate when the Bonds have been paid in full. The Registrar shall have no duties with respect to the investment of moneys paid to it under this

Agreement and the Resolution. Any deposit of such moneys shall be either fully insured by insurance of the Federal Deposit Insurance Corporation or fully secured in the manner required by law for deposit of funds of the District. Any such deposit may be in an account maintained with the Registrar or an affiliate of the Registrar.

15. Under the terms of the Resolution, the Bonds are to be issued initially as "book-entry-only bonds" using the services of The Depository Trust Company (the "Depository") and initially the entire issue of the Bonds shall be registered in the name of Cede & Co., as nominee for the Depository, with one typewritten bond for each separate stated maturity. Payment of semiannual interest for any Bond registered as of each Record Date in the name of Cede & Co. shall be made by wire transfer of New York clearinghouse or equivalent same-day funds to the account of Cede & Co. on the Interest Payment Date for the Bonds at the address shown in the Registrar's books of registration for Cede & Co. as registered owner. The Registrar agrees that it will execute and observe the terms and conditions of the Letter of Representations (the "Representation Letter") as authorized by the Resolution.

The Registrar and the District may treat the Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, giving any notice permitted or required to be given to bondholders under the Resolution, registering the transfer of Bonds, obtaining any consent or other action to be taken by bondholders and for all other purposes whatsoever, and neither the Registrar nor the District shall be affected by any notice to the contrary. Neither the Registrar nor the District shall have any responsibility or obligation to any participant of the Depository ("Participant") or any person claiming a beneficial ownership interest in the Bonds under or through the Depository or any Participant for the payment by the Depository or any Participant of any amount in respect of the principal of or interest on the Bonds, for any notice which is permitted or required to be given to bondholders under the Resolution or for any consent given or other action taken by the Depository as bondholder. The Registrar shall pay all principal of and interest on the Bonds only to the Depository, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. Except under the conditions directed below, no person other than the Depository shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the District to make payments of principal of and interest pursuant to the Resolution. Upon delivery by the Depository to the Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in the place of Cede & Co., and subject to the provisions in the Resolution with respect to Record Dates, the term "Cede & Co." in this Agreement shall refer to such new nominee of the Depository. If the Depository gives notice to the District or the Registrar pursuant to the Representation Letter that it will discontinue providing its services as securities depository with respect to the Bonds, the District shall either appoint a successor securities depository or terminate the book-entry system for the Bonds under the following conditions:

(a) Any successor securities depository must be a clearing agency registered with the Securities and Exchange Commission pursuant to Section 17A of the Securities and Exchange Act of 1934 and must enter into an agreement with the District and the Registrar agreeing to act as the depository and clearing agency for all the Bonds. After such agreement has become effective, the Depository shall present the Bonds for

registration of transfer in accordance with Section 6 of the Resolution, and the Registrar shall register them in the name of the successor securities depository or its nominee. If a successor securities depository has not accepted such position prior to the effective date of the Depository's termination of its services, the book-entry system shall automatically terminate.

(b) If the District elects to terminate the book-entry system for the Bonds, it shall notify the Registrar in writing. Thereafter, upon presentation of the Bonds, or any of them, by the Depository or its nominee to the Registrar for registration of transfer in accordance with Section 5 of the Resolution, the Registrar shall register the transfer in accordance with such Section 5 of the Resolution and all provisions of this paragraph 15 shall immediately cease to be in effect.

The District may elect to terminate the book-entry system for the Bonds at any time by giving written notice to the Depository and the Registrar. On the effective date of such termination, the provisions of this paragraph 15 shall cease to be in effect, except that the Registrar shall continue to comply with applicable provisions of the Representation Letter with respect to Bonds as to which the Depository remains the registered owner. After such termination, the Registrar shall, upon presentation of Bonds by the Depository or its nominee for registration of transfer or exchange in accordance with Section 5 of the Resolution, make such transfer or exchange in accordance with said Section 5. Upon the appointment of a successor securities depository or termination of the book-entry system, the Registrar shall give notice of such event to the registered owners of Bonds (through the Depository) and (a) of the name and address of the successor securities depository or (b) that Bonds may now be obtained by the beneficial owners of the Bonds, or their nominees, upon proper instructions being given to the Depository by the relevant Participant and compliance by the Depository with the provisions of the Resolution regarding registration of transfers. Notwithstanding any other provision of this Agreement to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of the Depository (or any successor nominee), all payments with respect to the principal and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Representation Letter. In connection with any notice or other communication to be provided to bondholders pursuant to the Resolution by the District or the Registrar with respect to any consent or other action to be taken by bondholders, the District or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

ARTICLE III

GENERAL

1. If any one or more of the covenants or agreements to be performed by either of the parties to this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements contained herein and shall in no way affect the validity of the remaining provisions of this Agreement.

2. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

4. For the purposes of notice, including legal service of process, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following shall be the authorized representative of the Escrow Agent and Registrar:

First National Bank of Omaha
One First National Center
Omaha, NE 68102-1596
(402) 341-0500

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow and Agency Agreement to be executed by their duly authorized officers as of the date first above written.

DOUGLAS COUNTY SCHOOL
DISTRICT 017 (MILLARD PUBLIC
SCHOOLS) IN THE STATE OF NEBRASKA

By _____
Mike Pate
President

ATTEST:

FIRST NATIONAL BANK OF OMAHA, as
Escrow Agent and Registrar

Linda Poole
Secretary

By _____
Authorized Officer

**ATTACHMENT A
TO
ESCROW AND AGENCY AGREEMENT**

Initial Services

Establish Bond Register.

(Important: The computerized system has built-in security with back-up files maintained in the Bank's secured area outside of the main building.)

Annual Services

Maintain Bond Register and maintain inventory of unissued bonds.

Record changes of address.

Transfer ownership of bonds, including:

Examine, transfer documents, approve signatures and approve supporting documents, if any related to bond transfers. Cancel old bonds; issue, authenticate and deliver new bonds.

Send notices to Issuer, approximately 30 days prior to each due date, of amount of principal and/or interest due.

Wire transfer funds to The Depository Trust Company on due date.

Issue 1099 Interest Forms, if applicable, and send a copy to each holder.

Provide such notification to holders as the Agreement requires the Registrar to give in the event of a bond call.

Destroy cancelled certificates and provide a Destruction Certificate to the Issuer.

Correspond with holders regarding transfer requirements or general inquiries.

Fees

Initial: \$1,500

Annual: \$ 700 (in arrears)

The above fees do not include postage and other out-of-pocket costs and expenses which will be charged at cost. Special and extraordinary services may be billed based on time and effort.

The above fees are subject to renegotiation if The Depository Trust Company discontinues services as securities depository or in the event the Bonds no longer qualify as "book-entry only."

May 5, 2010

CONTINUING DISCLOSURE CERTIFICATE

This **CONTINUING DISCLOSURE CERTIFICATE**, dated May 5, 2010 (the "**Disclosure Certificate**"), is executed and delivered by **DOUGLAS COUNTY SCHOOL DISTRICT 0017 (MILLARD PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA** (the "**District**").

RECITALS

1. This Continuing Disclosure Certificate is executed and delivered by the District in connection with the issuance by the District of \$51,100,000 General Obligation Refunding Bonds, Series 2010, dated the date of delivery (May 5, 2010) thereof (the "**Bonds**") pursuant to a resolution duly passed and adopted by the Board of Education of the District on April 20, 2010 (the "**Resolution**").

2. The District is executing and delivering this Disclosure Certificate for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with the Rule. The District is the only "obligated person" with responsibility for continuing disclosure under the Rule.

The District covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this section, the following capitalized terms shall have the following meanings:

"**Annual Report**" means any Annual Report provided by the District pursuant to, and as described in, **Section 2** of this Continuing Disclosure Certificate.

"**Beneficial Owner**" means any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"**EMMA**" means the Electronic Municipal Market Access system for municipal securities disclosures operated by the MSRB, which can be accessed at www.emma.msrb.org.

"**Material Events**" means any of the events listed in **Section 3(a)** of this Continuing Disclosure Certificate.

"**MSRB**" means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

"**Participating Underwriter**" means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"**Rule**" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Provision of Annual Reports.

(a) The District shall not later than May 1 of each year, beginning May 1, 2011, provide to the MSRB, through EMMA, the following financial information and operating data (the “**Annual Report**”) in word-searchable, electronic format and otherwise in accordance with the Rule:

(1) The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles. If audited financial statements are not available by the time the Annual Report is required to be filed pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.

(2) Updates as of the end of the fiscal year of certain financial information and operating data contained in the final Official Statement, as described in **Exhibit A**, in substantially the same format contained in the final Official Statement.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the District is an “**obligated person**” (as defined by the Rule), which have been provided to the MSRB and is available through EMMA or to the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The District shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the District’s fiscal year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

(b) In addition to the foregoing requirements of this Section, the District agrees to provide copies of the most recent Annual Report to any requesting Beneficial Owner or prospective Beneficial Owner, but only after the same have been delivered to the MSRB.

Section 3. Reporting of Material Events. Pursuant to the provisions of this Section, the District shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds, if material (“**Material Events**”), in word-searchable, electronic format and otherwise in accordance with the Rule:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults;
- (3) modifications to rights of owners of the Bonds;
- (4) optional, contingent or unscheduled redemption of Bonds;
- (5) defeasances;
- (6) rating changes;
- (7) adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- (8) unscheduled draws on debt service reserves reflecting financial difficulties;
- (9) unscheduled draws on credit enhancements reflecting financial difficulties;
- (10) substitution of credit or liquidity providers, or their failure to perform; or
- (11) release, substitution or sale of property securing repayment of the Bonds.

If the District has not submitted the Annual Report to the MSRB by the date required in **Section 2(a)**, the District shall send a notice to the MSRB of the failure of the District to file on a timely basis the Annual Report, which notice shall be given by the District in accordance with this **Section 3**.

Section 4. Termination of Reporting Obligation. The District's obligations under this Continuing Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the District's obligations under this Continuing Disclosure Certificate are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Certificate in the same manner as if it were the District, and the District shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the District shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 3**.

Section 5. Designated Agents. The District may, from time to time, appoint or designate one or more agents (each, a "designated agent") to submit Annual Reports, Material Event notices, and other notices or reports with the MSRB. The District may revoke such designation at any time upon written notice to the designated agent, and may designate one or more additional designated agents for purposes of this **Section 5** from time to time by written designation to the newly appointed designated agent.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Certificate, the District may amend this Continuing Disclosure Certificate and any provision of this Continuing Disclosure Certificate may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the District with its written opinion that the Certificate of the District contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Certificate.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Certificate, the District shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under **Section 3**, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Continuing Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Continuing Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by this Continuing Disclosure Certificate, the District shall have no obligation under this Continuing Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. If the District fails to comply with any provision of this Continuing Disclosure Certificate, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the District to comply with its obligations under this Continuing Disclosure Certificate. A default under this Continuing Disclosure Certificate shall not be deemed an event of default under the Resolution or the Bonds, and the sole remedy under this Continuing Disclosure Certificate in the event of any failure of the District to comply with this Continuing Disclosure Certificate shall be an action to compel performance.

Section 9. Beneficiaries. This Continuing Disclosure Certificate shall inure solely to the benefit of the District, the Participating Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 10. Severability. If any provision in this Continuing Disclosure Certificate, the Resolution or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11. Electronic Transactions. The arrangement described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 12. Governing Law. This Continuing Disclosure Certificate shall be governed by and construed in accordance with the laws of the State of Nebraska.

**DOUGLAS COUNTY SCHOOL
DISTRICT 0017 (MILLARD PUBLIC
SCHOOLS) IN THE STATE OF NEBRASKA**

By: _____
Superintendent