

**EXHIBIT C**

**ORDINANCE NO. 772**

**AN ORDINANCE OF THE CHAIRMAN AND BOARD OF TRUSTEES (THE "BOARD") OF THE VILLAGE OF WATERLOO, NEBRASKA (THE "VILLAGE") AUTHORIZING THE ISSUANCE BY THE VILLAGE OF ITS REVENUE BOND (MOUNT MICHAEL PROJECT), SERIES 2016 (THE "BOND") IN A PRINCIPAL AMOUNT NOT TO EXCEED SEVEN MILLION DOLLARS (\$7,000,000) FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTING, EQUIPPING AND/OR FURNISHING EDUCATIONAL FACILITIES OF MOUNT MICHAEL FOUNDATION, INC. AND IS AFFILIATES; MAKING FINDINGS AND DETERMINATIONS WITH REFERENCE TO THE BOND; DETERMINING THAT THE BOND SHALL NOT BE A LIABILITY OF THE VILLAGE NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS; APPROVING AND AUTHORIZING EXECUTION OF A LOAN AGREEMENT AND RELATED DOCUMENTS; AUTHORIZING THE SALE OF THE BOND; GRANTING PUBLIC APPROVAL WITHIN THE MEANING OF SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING THAT THE INVALIDITY OF ANY PART OF THIS ORDINANCE SHALL NOT AFFECT THE REMAINDER; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.**

**WHEREAS**, the Village of Waterloo, Nebraska (the "**Village**") is a village and body politic created and validly existing under the laws of the State of Nebraska (the "**State**"); and

**WHEREAS**, the Village is authorized and empowered by the provisions of Chapter 13, Article 11, of the Nebraska Reissue Revised Statutes, as amended (the "**Act**"), to finance or refinance projects, as that term is defined in the Act, including, among other things, any land, building, or equipment or other improvement, and all real and personal properties deemed necessary in connection therewith, which shall be suitable for use as a nonprofit enterprise or the refinancing of outstanding debt of a nonprofit enterprise incurred to finance such land, building, equipment, improvement, or other properties, except that a project under this subdivision shall not include any portion of such land, building, equipment, improvement, or other properties or the refinancing thereof to the extent used for sectarian instruction or study or devotional activities or religious worship, and to issue its revenue bonds for the purpose of financing and/or refinancing the cost of acquisition, construction or purchase of any such projects; and

**WHEREAS**, Mount Michael Foundation, Inc., a Nebraska nonprofit corporation (the "**Borrower**"), has requested that the Village issue its revenue bonds in a principal amount not to exceed \$7,000,000 and to loan the proceeds thereof to the Borrower for the purposes of financing the costs of constructing, equipping and furnishing certain educational facilities to be owned and operated by the Borrower and its affiliates (the "**Project**"), as well as paying certain costs of issuing such bonds; and

**WHEREAS**, following publication of a Notice of Public Hearing in the *Daily Record* on June 27, 2016, the Chairman and Board of Trustees of the Village (the "**Board**") conducted a public hearing on July 12, 2016 pursuant to and in compliance with the requirements of Section

147(f) of the Internal Revenue Code of 1986, as amended (“Code”), at which all interested parties were given an opportunity to express their views orally or in writing for or against the proposed issuance in one or more series pursuant to a plan of financing of not to exceed \$7,000,000 principal amount of the Village’s revenue bonds to finance the costs of the Project; and

**WHEREAS**, the Village has determined that the financing of the costs of the Project through the issuance of its bonds and the loan of the proceeds thereof to the Borrower will promote the public purposes of providing and continuing to provide educational facilities; and

**WHEREAS**, the Village has determined and agreed to issue its Revenue Bond (Mount Michael Project), Series 2016 in the principal amount not to exceed \$7,000,000 (the “**Bond**”) under and pursuant to the Loan Agreement (the “**Loan Agreement**”), among the Village, the Borrower and First National Bank of Omaha, as purchaser of the Bond, or such other institutional lender as may be selected by the Borrower (the “**Lender**”), for the purposes described herein and to sell the Bond to the Lender; and

**WHEREAS**, there have been prepared in connection with the issuance and sale of the Bond the following documents (collectively, the “**Financing Documents**”) which have been presented to the Village on this date:

- (1) The form of the Loan Agreement setting forth the terms of the Bond and the conditions and security for the Bond; and
- (2) The form of the Guaranty Agreement (the “**Guaranty**”) from Mount Michael Benedictine Abbey (the “**Guarantor**”); and
- (3) The form of the Federal Tax Agreement (the “**Tax Agreement**”) between the Borrower and the Village; and

**WHEREAS**, the principal of and the interest on the Bond are to be payable solely from the loan payments from the Borrower under the Loan Agreement, from payments made by the Guarantor under the Guaranty and the other funds pledged therefor, and the Bond neither constitutes a general obligation of the Village nor is secured by a pledge of or charge against the general credit or the taxing powers of the Village; and

**WHEREAS**, it appears that each of the instruments above referred to, which are now before each of the members of the Village, is in appropriate form and is an appropriate instrument for the purposes intended; and

**WHEREAS**, all terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE VILLAGE OF WATERLOO, NEBRASKA, AS FOLLOWS:**

## ARTICLE I

### LEGAL AUTHORIZATION; FINDINGS

**Section 1.01. Legal Authorization.** The Village is a body corporate and politic duly organized and existing as a village under the Constitution and laws of the State of Nebraska (the “State”) and is authorized under the Act to issue and sell its revenue bonds pursuant to the provisions of the Act, in this Ordinance and in the Loan Agreement.

**Section 1.02. Findings.** The Village has heretofore determined, and does hereby determine, as follows:

(a) The loan of the proceeds of the Bonds by the Village to the Borrower pursuant to the terms of the Loan Agreement to finance the costs of the Project is in furtherance of the purpose set forth in the Act.

(b) The Project consists of eligible “projects” as defined in the Act.

(c) The Village has been advised by the Borrower that the estimated cost of the Project, including, but not limited to, construction costs, any necessary reserves and Bond issuance costs, is not less than \$7,000,000.

(d) The proceeds of the sale of the Bond are to be loaned to the Borrower pursuant to the Loan Agreement. The amount necessary to pay the principal of, premium, if any, and interest on the Bond, in the principal amount not to exceed \$7,000,000, is the same as the loan payments required to be paid by the Borrower under the Loan Agreement.

(e) The Loan Agreement provides that the Borrower shall maintain the Project and carry all proper insurance with respect thereto and shall pay taxes, if any, with respect to the Project.

(f) The Bond will not constitute an indebtedness or obligation as to which the faith and credit of the Village, the State, or any other political subdivision of the State are pledged, but is a limited obligation of the Village, which will be obligated to pay the principal of, premium, if any, or interest on the Bond only from payments made to the Village under the Loan Agreement and other amounts pledged therefor, including amounts available under the Guaranty. The Bond shall not constitute nor give rise to a pecuniary liability of the Village or a charge against its general credit or its taxing power.

## ARTICLE II

### AUTHORIZATION AND ISSUANCE OF THE BOND; AUTHORIZATION OF DOCUMENTS

**Section 2.01. Authorization of Issuance of Bond; Terms of the Bond.** For the purpose of making a loan to the Borrower to finance and finance the costs of the Project, there is hereby authorized to be issued a revenue bond of the Village in a principal amount not to exceed

\$7,000,000 to be designated "Village of Waterloo, Nebraska Revenue Bond (Mount Michael Project), Series 2016". The Bond will be issuable in fully registered form, without coupons, in the denomination or denominations set forth in the Loan Agreement. The Bond shall be in such series, bear such date and yield, mature and be payable at such place and in such form, carry such registration privileges, be subject to redemption, be executed, be in such form and contain such terms, covenants and conditions, all as set forth in the Loan Agreement.

The Bond shall be executed on behalf of the Village by the manual or facsimile signature of the Chair or Vice Chair of the Board and attested by the manual or facsimile signature of the Village Clerk or the Village Treasurer, or anyone authorized to sign on their behalf, all of whom are hereby authorized to execute and attest and deliver the Bond on behalf of the Village.

**Section 2.02. Sale of the Bond.** Pursuant to the Loan Agreement, the Bond shall be sold to the Lender at a private sale at a price equal to 100% of the principal amount of the Bond, or such other price as may be negotiated between the Borrower and the Lender. First National Capital Markets, Inc. (the "**Placement Agent**") shall be paid a fee, as placement agent for the Bond, in an amount to be agreed to by the Borrower and the Placement Agent.

**Section 2.03. Approval of Financing Documents.** The form, terms and provisions of the proposed Loan Agreement and Tax Agreement are, in all respects, hereby approved, authorized, ratified and confirmed, and the Chair of the Board, the Vice Chair of the Board, the Village Clerk and the Village Treasurer, including any person authorized to act on his or her behalf, are each separately and individually hereby authorized and directed to execute, acknowledge and deliver each of the Loan Agreement and the Tax Agreement, including counterparts thereof, in the name and on behalf of the Village. The Loan Agreement and the Tax Agreement, each as executed and delivered, shall be in substantially the forms now before this meeting and hereby approved, subject to such changes therein as shall be approved by the officer of the Village executing the same, such execution thereof to constitute conclusive evidence of the Village's approval of any and all changes or revisions therein from the forms of the Loan Agreement and the Tax Agreement now before this meeting; from and after the execution and delivery of the Loan Agreement and the Tax Agreement by the Village, the officers, agents and employees of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Loan Agreement and the Tax Agreement as executed.

**Section 2.04. Authority To Execute and Deliver Additional Documents; Further Authorizations.** The Chair of the Board, the Vice Chair of the Board, the Village Clerk and the Village Treasurer, including any person authorized to act on his or her behalf, are each severally hereby authorized to execute and deliver for and on behalf of the Village any and all additional certificates, documents and other papers and to perform all other acts as the party signing may deem necessary or appropriate to implement and carry out the purposes and intent of this Ordinance, including the preamble hereto.

## ARTICLE III

### PUBLIC HEARING AND APPROVAL

At the public hearing conducted by the Board on July 12, 2016 regarding the proposal of the Village to issue the Bond for the purpose of financing the costs of the Project, all interested parties who desired to do so were given the opportunity to express their views orally and in writing for or against the proposed Bond and the Project. The Board has considered all oral and written statements which were made or filed for or against the proposed Bond, and hereby determines that the proposed issuance by the Village of the Bond, for the purposes set forth in the Notice of Public Hearing and described in the preamble hereof, is in the best interest of the Village and the same is hereby approved in accordance with the public approval requirements of Section 147(f) of the Code and the Act.

## ARTICLE IV

### MISCELLANEOUS

**Section 4.01. Limitation of Rights.** With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Bond is intended or shall be construed to give to any person, other than the Village, the Borrower and the Lender, any legal or equitable right, remedy or claim under or with respect to this Ordinance or any covenants, conditions and provisions herein contained; this Ordinance and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Village, the Borrower and the Lender as herein provided.

**Section 4.02. Severability.** If any provision of this Ordinance shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

**Section 4.03. Immunity of Officers.** No recourse for the payment of any part of the principal of, premium, if any, or interest on the Bond for the satisfaction of any liability arising from, founded upon or existing by reason of the issue, purchase or ownership of the Bond shall be had against any official, officer, member or agent of the Village, the Village or the State, all such liability to be expressly released and waived as a condition of and as a part of the consideration for the issue, sale and purchase of the Bond.

**Section 4.04. Post-Issuance Compliance Procedures.** In connection with the issuance of the Bond, the Village hereby approves and adopts the post-issuance compliance policies and procedures substantially in the form attached hereto as Exhibit A and made a part hereof (the “**Post-Issuance Compliance Policies and Procedures**”) as may be supplemented from time to time as provided in the Post-Issuance Compliance Policies and Procedures. The Village hereby authorizes and directs the officers and staff members of the Village listed in the Post-Issuance Policies and Procedures (each, an “**Authorized Village Representative**”) to take such actions as any such Authorized Village Representative, after appropriate consultation with Bond Counsel to the Village, deems necessary, appropriate or desirable to finalize the Post-Issuance Compliance

Policies and Procedures and to effect the implementation thereof. Notwithstanding the foregoing, pursuant to the Tax Agreement the Village will assign to the Borrower its obligations with respect to post-issuance tax compliance, and the Borrower's acceptance of such assignment will be a condition to the issuance of the Bond.

**Section 4.05. Incorporation of the Act.** This Ordinance does hereby incorporate by reference, as though fully set out herein, the provisions of the Act.

**Section 4.06. Prior Ordinances.** To the extent that the provisions of this Ordinance conflict with provisions of prior ordinances, or parts thereof, the provisions of this Ordinance shall control, to the extent of such conflicts.

**Section 4.07. Effective Date.** This Ordinance shall be in full force and effect immediately upon its passage and approval.

**Section 4.08. Captions.** The captions or headings in this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Ordinance.

**Section 4.09. Validity of the Bond.** The Bond shall contain a recital that such Bond is issued pursuant to and under the Act, and such recital shall be conclusive evidence of its validity and of the regularity of its issuance.

\* \* \* \* \*

Passed and approved this 12<sup>th</sup> day of July, 2016.

**VILLAGE OF WATERLOO,  
NEBRASKA**

ATTEST:

Melissa Johnson  
Village Clerk

By: Kenneth J. Hill  
Chair, Board of Trustees


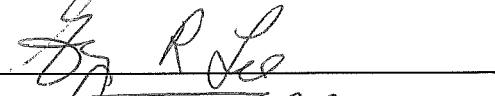
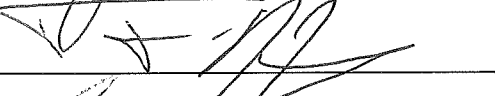
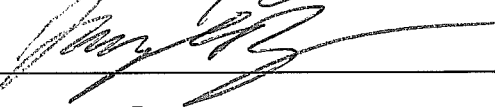





**ACKNOWLEDGMENT OF RECEIPT OF  
ADVANCE NOTICE OF MEETING**

The undersigned Chairman and Board of Trustees of the Village of Waterloo, Nebraska hereby acknowledge receipt of advance notice of a meeting of said body, and the agenda for such meeting, held on Tuesday, July 12, 2016, at 7:00 p.m. in Village Office located at 509 S Front St., Waterloo, Nebraska.

DATED this 12<sup>th</sup> day of July, 2016.

  
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