

REGISTRAR AND PAYING AGENT AGREEMENT

THIS AGREEMENT, dated as of [_____], 2020, is by and between **POUDRE SCHOOL DISTRICT R-1**, in the County of Larimer and State of Colorado (the “District”), and **UMB BANK, N.A.** (the “Bank”).

WITNESSETH:

WHEREAS, by a resolution of the Board of Education of the District duly adopted on September 22, 2020 (the “Bond Resolution”), the District has authorized the issuance of its Taxable General Obligation Refunding Bonds, Series 2020 in the aggregate original principal amount of \$[41,750,000] (the “Bonds”); and

WHEREAS, it is mutually desirable to the District and the Bank that the Bank, through its Corporate Trust & Escrow Services Department, located in Denver, Colorado, act as Registrar and Paying Agent (as defined in the Bond Resolution) for the Bonds; and

WHEREAS, it is mutually desirable that this agreement (the “Agreement”) be entered into between the District and the Bank to provide for certain aspects of such Registrar and Paying Agent services.

WHEREAS, First National Bank, Fort Collins, Colorado is acting as custodian (the “Custodian”) for the District’s Bond Redemption Fund pursuant to a Custodial Agreement.

NOW, THEREFORE, the District and the Bank, in consideration of the mutual covenants herein contained, agree as follows:

1. Unless otherwise provided, capitalized terms used but not defined herein shall have the meanings given thereto in the Bond Resolution.

2. The Bank hereby accepts all duties and responsibilities of the Registrar and Paying Agent as provided in the Bond Resolution and this Agreement. The Bank shall cause the Bonds to be honored in accordance with their terms, provided that all funds necessary in order to so honor the Bonds be made or cause to be made available by the District and the Custodian to the Bank. Nothing in this Agreement shall require the Bank to pay or disburse any funds in excess of the amount then on deposit in the “Principal and Interest Payment Account” provided for in Section 3 of this Agreement. Nothing in this Agreement shall require the District or the Custodian to pay or disburse any funds for payment of the Bonds or interest thereon except at the times and in the manner provided herein, in the Bond Resolution and in the Custodial Agreement. In addition, the Bank hereby accepts the duties and responsibilities pertaining to the authentication, registration, transfer, exchange, and replacement of the Bonds and the duties and responsibilities pertaining to the calling of the Bonds for prior redemption, all as provided in the Bond Resolution.

3. Not less than (a) one Business Day prior to each payment date, if funds are delivered by wire transfer, or (b) three Business Days prior to each payment date if funds are delivered by another method of payment, funds for the payment of the Bonds and interest thereon are to be deposited by the Custodian with the Bank in an account designated "Principal and Interest Payment Account." The funds so deposited shall be held and applied by the Bank through its Corporate Trust Department solely for the payment of principal of, premium, if any, and interest on the Bonds. From such funds, the Bank agrees to pay at the times and in the manner provided in the Bond Resolution, the principal of and interest on the Bonds. Such funds deposited with the Bank hereunder shall be uninvested.

4. The District shall pay to the Bank fees in accordance with the Bank's then existing fee schedule and reimburse the Bank for its expenses (including without limitation, legal fees and expenses). Attached to this Agreement as Exhibit A is the Bank's current fee schedule. No new fee schedule shall become effective until 30 days after the Bank has given the District notice thereof.

5. Unless waived by the Bank, the District agrees to provide the Bank with not less than 60 days' notice of any prior redemption of the Bonds.

6. The Bank agrees to annually notify the District, in writing, of the District's obligation to file its Annual Report (as such term is defined in the Continuing Disclosure Certificate dated [____], 2020, relating to the issuance of the Bonds), at least 30 but not more than 60 days prior to time which the Annual Report is required to be filed pursuant to the terms of the Continuing Disclosure Certificate. The Bank shall have no further obligation or duty related to the District's obligation under the Continuing Disclosure Certificate other than providing notice as described herein.

7. Upon request of the Bank, the District agrees to provide the Bank with a supply of blank Bonds for use in the transfer and exchange of Bonds.

8. Any moneys held by the Bank for the owners of the Bonds remaining unclaimed for one year after principal and/or interest of the respective Bonds with respect to which such moneys have been set aside has become due and payable shall without further request by the District be paid to the District without liability for interest.

9. Any company or national banking association into which the Bank may be merged or converted or with which it may be consolidated or any company or national banking association resulting from any merger, conversion, or consolidation to which it shall be a party or any company or national banking association to which the Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible, shall be the successor to such Bank without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

10. At any time, the Bank may apply to the District for instructions and may consult counsel for the District or nationally recognized bond counsel with respect to any matter arising in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in accordance with such instructions or upon the advice or opinion of such counsel. The Bank shall be protected in acting upon any paper or document believed by it in good faith to be genuine and to have been signed by any authorized officer of the District and shall not be held to have notice of any change of authority of any authorized officer until receipt by it of written notice thereof by the District. The Bank shall also be protected in recognizing Bonds that it reasonably believes bear the manual or facsimile signatures of the authorized officers of the District. The Bank shall not be responsible, for any reason, for any action taken nor omitted to be taken by it in good faith or for anything whatever in connection with this Agreement or any of the Bonds except for its own gross negligence, willful misconduct or bad faith in the performance of any duty to be performed by the Bank hereunder.

11. The Agreement may be terminated as provided in Section 23 of the Bond Resolution.

12. In the event of any conflict between the provisions of this Agreement and the provisions of the Bond Resolution, the provisions of the Bond Resolution shall be controlling.

13. This Agreement is governed by the laws of the State of Colorado. The parties consent to the exclusive jurisdiction of any court of the State of Colorado located in Larimer County or the United States District Court for the State of Colorado for the purpose of any suit, action, or other proceeding arising under this Agreement, and the parties hereby irrevocably agree that all claims in respect of any such suit, action or proceeding may be heard and determined by such court.

14. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed 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.

15. There is hereby created and established with the Paying Agent a trust fund to be designated "Poudre School District R-1, Larimer County, Colorado, Taxable General Obligation Refunding Bonds, Series 2020, Costs of Issuance Fund" (the "Costs of Issuance Fund"). Into such fund shall be deposited \$[] of the proceeds of the Bonds which shall be used to pay costs of issuance and expenses incurred as a result of the issuance of the Bonds. The Paying Agent is hereby directed to pay the costs of issuance to the parties and in the amounts listed in a copy of the closing memorandum prepared by [] upon presentation of an invoice from each party for the amount listed. Any discrepancies will be approved by the District prior to payment of the expense.

Moneys held as part of the Costs of Issuance Fund shall remain uninvested. Any amounts remaining in the Costs of Issuance Fund after 90 days from the date hereof, shall be transferred to the District.

IN WITNESS WHEREOF, the Bank and the District have caused this Agreement to be duly executed and delivered as of the day and year first above written.

**POUDRE SCHOOL DISTRICT R-1,
LARIMER COUNTY, COLORADO**

By _____
President, Board of Education

(SEAL)

Attest:

Secretary, Board of Education

**UMB BANK, N.A. as Registrar and Paying
Agent**

By _____
Authorized Officer

EXHIBIT A

(Attach Registrar's Fee Schedule)