

**REFUNDING ISSUE – BOOK-ENTRY ONLY****Program Rating:** S&P Global Ratings: “AA+”**Underlying Rating:** S&P Global Ratings: “AA-”

See “Ratings” herein.

*In the opinion of Barnes & Thornburg LLP, Indianapolis, Indiana (“Bond Counsel”), under existing laws, interest on the 2025 Refunding Bonds (hereinafter defined) is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the 2025 Refunding Bonds (the “Code”), and is not an item of tax preference for purposes of the federal alternative minimum tax. However, such interest is included in the “adjusted financial statement income” of certain corporations that are subject to the alternative minimum tax. Such exclusion is conditioned on continuing compliance with the Tax Covenants (hereinafter defined). In the opinion of Bond Counsel under existing laws, interest on the 2025 Refunding Bonds is exempt from income taxation in the State of Indiana, except for the State financial institutions tax. **The 2025 Refunding Bonds have not been designated as “qualified tax-exempt obligations” pursuant to Section 265(b)(3) of the Code. See “Tax Matters” herein.***

**\$105,415,000\*****VALPARAISO 21<sup>ST</sup> CENTURY SCHOOL BUILDING CORPORATION****(Porter County, Indiana)****UNLIMITED AD VALOREM PROPERTY TAX FIRST MORTGAGE****REFUNDING BONDS, SERIES 2025****Dated: As of Delivery****Due: As shown on inside front cover**

The Valparaiso 21<sup>st</sup> Century School Building Corporation Unlimited Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2025 (the “2025 Refunding Bonds”) will be dated as of delivery with interest payable on January 15 and July 15 of each year, commencing January 15, 2026. The 2025 Refunding Bonds will be issued only as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“DTC”). Purchases of beneficial interests in the 2025 Refunding Bonds will be made in book-entry-only form in the denomination of \$5,000 or any integral multiple thereof. Purchasers of beneficial interests in the 2025 Refunding Bonds (the “Beneficial Owners”) will not receive physical delivery of certificates representing their interest in the 2025 Refunding Bonds. Principal and semi-annual interest will be disbursed on behalf of the Valparaiso 21<sup>st</sup> Century School Building Corporation (the “Building Corporation”) by The Bank of New York Mellon Trust Company, N.A., as trustee, registrar and paying agent (the “Trustee”, “Registrar” and “Paying Agent”), located at its designated corporate trust office, currently in Pittsburgh, Pennsylvania. The principal of and premium, if any, and interest on the 2025 Refunding Bonds will be paid directly to DTC by the Paying Agent so long as DTC or its nominee is the registered owner of the 2025 Refunding Bonds. The final disbursement of such payments to the Beneficial Owners of the 2025 Refunding Bonds will be the responsibility of the DTC Participants and the Indirect Participants. See “The 2025 Refunding Bonds - Book-Entry-Only System”. **The 2025 Refunding Bonds are not subject to optional redemption prior to maturity, but may be subject to mandatory sinking fund redemption prior to maturity as described herein.**

The 2025 Refunding Bonds are issued pursuant to a Trust Indenture, dated as of April 15, 1992 (the “Original Indenture”), as supplemented and amended by a First Supplemental Trust Indenture, dated as of February 1, 1994 (the “First Supplemental Indenture”), a Second Supplemental Trust Indenture, dated as of April 1, 2002 (the “Second Supplemental Indenture”), a Third Supplemental Trust Indenture, dated as of October 1, 2003 (the “Third Supplemental Indenture”), a Fourth Supplemental Trust Indenture, dated as of November 15, 2013 (the “Fourth Supplemental Indenture”), a Fifth Supplemental Trust Indenture, dated as of September 1, 2015 (the “Fifth Supplemental Indenture”), and a Sixth Supplemental Trust Indenture, dated as of \_\_\_\_\_, 2025 (the “Sixth Supplemental Indenture”) (the Original Indenture, as supplemented and amended by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture and the Sixth Supplemental Indenture, the “Trust Indenture” or the “Indenture”), each of which is entered into by and between the Building Corporation, as assignee of the Valparaiso Multi-Schools Building Corporation (the “Prior Corporation”) and the Trustee (as ultimate successor to Gainer Bank, National Association). The 2025 Refunding Bonds, together with all additional bonds issued under the Indenture on a parity with the 2025 Refunding Bonds (collectively, the “Additional Bonds”) (the 2025 Refunding Bonds and the Additional Bonds, collectively, the “Bonds”), constitute valid and legally binding obligations of the Building Corporation payable solely from and secured exclusively by a first mortgage lien on and security interest in the Mortgaged Property, as hereinafter defined, which includes the lease rental payments to be paid by the Valparaiso Community Schools, Porter County, Indiana (the “School Corporation”), under the terms of a Lease Agreement, dated as of December 17, 1991 (the “Original Lease”), as previously amended and as further amended by a Third Amendment to Lease Agreement, dated as of \_\_\_\_\_, 2025 (the “Third Amendment to Lease”)(the Original Lease, as previously amended and as further amended by the Third Amendment to Lease, the “Lease”), which rental payments are payable from unlimited ad valorem property taxes to be levied and collected on all taxable property within the School Corporation and which rental payments will be paid directly to the Trustee. The levy of unlimited ad valorem property taxes by the School Corporation to pay rent due and payable under the Lease is mandatory and not subject to annual appropriation. (See “Summary of Certain Provisions of the Lease” herein.)

The 2025 Refunding Bonds are being issued by the Building Corporation in order to provide funds to (a) purchase from the Prior Corporation its ownership interest in the real property and buildings subject to the lien of the Trust Indenture by currently refunding and defeasing all of the Prior Corporation’s Unlimited Ad Valorem Property Tax First Mortgage Bonds, Series 2015, which are currently outstanding (the “2015 Refunded Bonds”), and all of the Prior Corporation’s Unlimited Ad Valorem Property Tax First Mortgage Bonds, Series 2016 (the “2016 Refunded Bonds”), by depositing into an irrevocable escrow account (the “Escrow Account”) an amount of cash and non-callable Government Securities (as defined in the Indenture) the principal of and interest on which when due and without reinvestment will be sufficient to (i) pay on January 15, 2026, all of the principal of, and interest on, the 2015 Refunded Bonds then due, (ii) pay on January 15, 2026, all of the interest on the 2016 Refunded Bonds then due, and (iii) pay on January 15, 2026, all of the principal of the 2015 Refunded Bonds maturing after such date and all of the principal of the 2016 Refunded Bonds, and (b) to pay the costs of issuance of the 2025 Refunding Bonds including all the incidental expenses necessary to be incurred in connection with the 2025 Refunding Bonds or on account thereof ((a) and (b) collectively, the “2025 Refunding Project”).

**THE 2025 REFUNDING BONDS WILL MATURE ON THE DATES AND IN THE AMOUNTS AS SHOWN ON THE INSIDE FRONT COVER.**

The 2025 Refunding Bonds are offered when, as and if issued by the Building Corporation and received by Stifel, Nicolaus & Company, Incorporated, as the underwriter (the “Underwriter”), subject to prior sale, the withdrawal or modification of the offer without notice, and to the unqualified approval as to the legality of the 2025 Refunding Bonds by Bond Counsel. Certain legal matters will be passed on for the School Corporation and the Building Corporation by its counsel, A. James Sarkisian, Esquire, Valparaiso, Indiana. Certain legal matters will be passed on for the Underwriter by Bose McKinney & Evans LLP, Indianapolis, Indiana, as its special counsel. It is expected that the 2025 Refunding Bonds will be delivered through DTC in New York, New York, on or about \_\_\_\_\_, 2025.

**STIFEL****\*Preliminary, subject to change.**

**This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.**

This Preliminary Official Statement and information contained herein are subject to completion or amendment without notice. These securities may not be sold nor may an offer to buy be accepted prior to the time the Preliminary Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

**\$105,415,000\***  
**VALPARAISO 21<sup>st</sup> CENTURY SCHOOL BUILDING CORPORATION**  
**(Porter County, Indiana)**  
**UNLIMITED AD VALOREM PROPERTY TAX FIRST MORTGAGE**  
**REFUNDING BONDS, SERIES 2025**

(Base CUSIP \_\_\_\_\_) †

<u>Maturity*</u>	<u>Amount*</u>	Interest <u>Rate</u>	<u>Price</u>	<u>CUSIP†</u>
1/15/2026	\$3,860,000			
7/15/2026	\$2,695,000			
1/15/2027	\$2,765,000			
7/15/2027	\$4,290,000			
1/15/2028	\$4,395,000			
7/15/2028	\$4,505,000			
1/15/2029	\$4,620,000			
7/15/2029	\$4,730,000			
1/15/2030	\$4,850,000			
7/15/2030	\$4,970,000			
1/15/2031	\$5,095,000			
7/15/2031	\$5,220,000			
1/15/2032	\$5,355,000			
7/15/2032	\$5,490,000			
1/15/2033	\$5,625,000			
7/15/2033	\$5,765,000			
1/15/2034	\$5,910,000			
7/15/2034	\$6,055,000			
1/15/2035	\$6,205,000			
7/15/2035	\$6,365,000			
1/15/2036	\$6,650,000			

† Copyright 2025 CUSIP Global Services. CUSIP data herein is provided by CUSIP Global Services, managed on behalf of the America Bankers Association by FactSet Research Systems Inc.

\*Preliminary, subject to change.

**VALPARAISO 21<sup>st</sup> CENTURY SCHOOL BUILDING CORPORATION  
BOARD OF DIRECTORS**

James Doane, President  
Mary Beth Vinyard, Vice President  
Jeffrey Lamb, Secretary/Treasurer  
Kevin Crozier, Member  
Kelly Keough, Member

**VALPARAISO COMMUNITY SCHOOLS  
BOARD OF SCHOOL TRUSTEES**

Erika Watkins, President  
Ashley Kruse, Vice President  
Kaye Frataccia-Seibert, Secretary  
Karl Cender, Member  
John Peluso, Member

**SCHOOL ADMINISTRATION**

Dr. Jim McCall, Superintendent  
Jim Holifield, Chief Financial Officer  
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**UNDERWRITER**

Stifel, Nicolaus & Company, Incorporated  
201 N Illinois Street, Suite 350  
Indianapolis, IN 46204  
317-634-4400

This Official Statement is being distributed in connection with the sale of the 2025 Refunding Bonds referred to in this Official Statement and may not be used, in whole or in part, for any other purpose. No dealer, broker, salesman or other person is authorized to make any representations concerning the 2025 Refunding Bonds other than those contained in this Official Statement, and if given or made, such other information or representations may not be relied upon as statements of the Valparaiso 21<sup>st</sup> Century School Building Corporation (the “Building Corporation”) or Valparaiso Community Schools, Porter County, Indiana (the “School Corporation”). This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2025 Refunding Bonds by any person in any jurisdiction in which it is unlawful to make such an offer, solicitation or sale.

For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission, this document, as the same may be supplemented or amended by the Building Corporation and the School Corporation, from time to time (collectively, the “Official Statement”), may be treated as a final Official Statement with respect to the 2025 Refunding Bonds described herein that is deemed final by the Building Corporation and the School Corporation as of the date hereof (or of any such supplemental or amendment).

Unless otherwise indicated, the Building Corporation and the School Corporation are the sources of the information contained in this Official Statement. Certain information in this Official Statement has been obtained by the Building Corporation and the School Corporation or on their behalf from The Depository Trust Company and other non-Building Corporation or School Corporation sources that the Building Corporation and the School Corporation believe to be reliable. No representation or warranty is made, however, as to the accuracy or completeness of such information. Nothing contained in this Official Statement is a promise of, or representation by, Stifel, Nicolaus & Company, Incorporated (the “Underwriter”). The Underwriter has provided the following sentence of inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and opinions expressed in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale made under this Official Statement shall, under any circumstances, create any implication that there has been no change in the financial condition or operations of the Building Corporation and the School Corporation or other information in this Official Statement, since the date of this Official Statement.

This Official Statement contains statements that are “forward-looking statements” as that term is defined in Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. When used in this Official Statement, the words “estimate,” “intend,” “project” or “projection,” “expect” and similar expressions are intended to identify forward-looking statements. Forward-looking statements are subject to risks and uncertainties, some of which are discussed herein, that could cause actual results to differ materially from those contemplated in such forward-looking statements. Investors and prospective investors are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date of this Official Statement.

This Official Statement should be considered in its entirety. No one factor should be considered more or less important than any other by reason of its position in this Official Statement. Where statutes, ordinances, reports or other documents are referred to in this Official Statement, reference should be made to those documents for more complete information regarding their subject matter.

The 2025 Refunding Bonds will not be registered under the Securities Act of 1933, as amended, or the securities laws of any state of the United States, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal, state, municipal or other governmental entity shall have passed upon the accuracy or adequacy of this Official Statement.

In connection with the offering of the 2025 Refunding Bonds, the Underwriter may or may not overallocate or effect transactions that stabilize or maintain the market prices of the 2025 Refunding Bonds at levels above those which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time without notice. The prices and other terms respecting the offering and sale of the 2025 Refunding Bonds may be changed from time to time by the Underwriter after the 2025 Refunding Bonds are released for sale and the 2025 Refunding Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the 2025 Refunding Bonds into investment accounts.

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**PRELIMINARY OFFICIAL STATEMENT**  
**\$105,415,000\***  
**VALPARAISO 21<sup>st</sup> CENTURY SCHOOL BUILDING CORPORATION**  
**(Porter County, Indiana)**  
**UNLIMITED AD VALOREM PROPERTY TAX FIRST MORTGAGE**  
**REFUNDING BONDS, SERIES 2025**

**INTRODUCTION**

This Official Statement, including the cover page and appendices, is provided to set forth certain information concerning the sale and delivery by the Valparaiso 21<sup>st</sup> Century School Building Corporation (the “Building Corporation”) of its Unlimited Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2025 (the “2025 Refunding Bonds”) in the aggregate principal amount of \$105,415,000\*. The 2025 Refunding Bonds will be issued under the provisions of the Indiana Code Title 20, Article 47, Chapters 3 and 4, each as amended, the Indiana Code Title 5, Article 1, Chapter 5, as amended, and in accordance with the terms of a Trust Indenture, dated as of April 15, 1992 (the “Original Indenture”), as supplemented and amended by a First Supplemental Trust Indenture, dated as of February 1, 1994 (the “First Supplemental Indenture”), a Second Supplemental Trust Indenture, dated as of April 1, 2002 (the “Second Supplemental Indenture”), a Third Supplemental Trust Indenture, dated as of October 1, 2003 (the “Third Supplemental Indenture”), a Fourth Supplemental Trust Indenture, dated as of November 15, 2013 (the “Fourth Supplemental Indenture”), a Fifth Supplemental Trust Indenture, dated as of September 1, 2015 (the “Fifth Supplemental Indenture”), and a Sixth Supplemental Trust Indenture, dated as of \_\_\_\_\_, 2025 (the “Sixth Supplemental Indenture”) (the Original Indenture, as supplemented and amended by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture and the Sixth Supplemental Indenture, the “Trust Indenture” or the “Indenture”), each of which is entered into by and between the Building Corporation, as assignee of the Valparaiso Multi-Schools Building Corporation (the “Prior Corporation”) and the Trustee (ultimate successor to Gainer Bank, National Association), as trustee, registrar and paying agent (the “Trustee”, “Registrar” and “Paying Agent”), located at its designated corporate trust office, currently in Pittsburgh, Pennsylvania.

The 2025 Refunding Bonds are being issued by the Building Corporation in order to provide funds to (a) purchase from the Prior Corporation its ownership interest in the real property and buildings subject to the lien of the Trust Indenture by currently refunding and defeasing all of the Prior Corporation’s Unlimited Ad Valorem Property Tax First Mortgage Bonds, Series 2015, which are currently outstanding (the “2015 Refunded Bonds”), and all of the Prior Corporation’s Unlimited Ad Valorem Property Tax First Mortgage Bonds, Series 2016 (the “2016 Refunded Bonds”), by depositing into an irrevocable escrow account (the “Escrow Account”) an amount of cash and non-callable Government Securities (as defined in the Indenture) the principal of and interest on which when due and without reinvestment will be sufficient to (i) pay on January 15, 2026, all of the principal of, and interest on, the 2015 Refunded Bonds then due, (ii) pay on January 15, 2026, all of the interest on the 2016 Refunded Bonds then due, and (iii) pay on January 15, 2026, all of the principal of the 2015 Refunded Bonds maturing after such date and all of the principal of the 2016 Refunded Bonds, and (b) to pay the costs of issuance of the 2025 Refunding Bonds including all the incidental expenses necessary to be incurred in connection with the 2025 Refunding Bonds or on account thereof ((a) and (b) collectively, the “2025 Refunding Project”).

The information presented in this Official Statement is based on the laws and regulations of the United States of America and the State of Indiana and related court and administrative law decisions in effect as of the date of this Official Statement (collectively, the “Laws”). Furthermore, the opinions delivered by Barnes & Thornburg LLP, Indianapolis, Indiana, as bond counsel, in connection with the issuance of the 2025 Refunding Bonds is based on the Laws. No assurance can be given as to the impact, if any, future events, regulations, legislation, court decisions or administrative decisions may have with respect to the Laws or that any or all of the Laws will remain in effect during the entire term of the 2025 Refunding Bonds.

For more information on the Valparaiso Community Schools, Porter County, Indiana (the “School Corporation”), and the community of the School Corporation, see “Appendix A – Valparaiso Community Schools”.

All financial and other information presented in this Official Statement has been provided by the School Corporation from its records, except for information expressly attributed to other sources. The presentation of information concerning the School Corporation, including financial information, is intended to show recent historic information and is not intended to indicate or project future or continuing trends in the financial position or other affairs of the School Corporation. No representation is made or implied hereby that any past experience, as might be shown by the financial and other information, will necessarily continue in the future.

The summaries of and references to all documents, statutes and other instruments referred to in this Official Statement do not purport to be complete and are qualified in their entirety by reference to the full text of each such document, statute or instrument. Terms not defined in this Official Statement shall have the meaning set forth in the respective documents.

**Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.**

## **PURPOSE OF ISSUE**

The 2025 Refunding Bonds are being issued by the Building Corporation in order to provide funds to (a) purchase from the Prior Corporation its ownership interest in the real property and buildings subject to the lien of the Trust Indenture by currently refunding and defeasing all of the Prior Corporation’s Unlimited Ad Valorem Property Tax First Mortgage Bonds, Series 2015, which are currently outstanding (the “2015 Refunded Bonds”), and all of the Prior Corporation’s Unlimited Ad Valorem Property Tax First Mortgage Bonds, Series 2016 (the “2016 Refunded Bonds”), by depositing into an irrevocable escrow account (the “Escrow Account”) an amount of cash and non-callable Government Securities (as defined in the Indenture) the principal of and interest on which when due and without reinvestment will be sufficient to (i) pay on January 15, 2026, all of the principal of, and interest on, the 2015 Refunded Bonds then due, (ii) pay on January 15, 2026, all of the interest on the 2016 Refunded Bonds then due, and (iii) pay on January 15, 2026, all of the principal of the 2015 Refunded Bonds maturing after such date and all of the principal of the 2016 Refunded Bonds, and (b) to pay the costs of issuance of the 2025 Refunding Bonds including all the incidental expenses necessary to be incurred in connection with the 2025 Refunding Bonds or on account thereof ((a) and (b) collectively, the “2025 Refunding Project”).

The proceeds of the 2015 Refunded Bonds and the 2016 Refunded Bonds were utilized to fund the 2015 Multi-Facility Safety, Security, Technology, Construction and Restoration Project consisting of renovating and updated all or a portion of multiple existing school facilities, construction of certain school improvements including additions and new facilities, and the installation of technology and other equipment at various existing and new school facilities as follows:

- Construction and equipping of Heavilin Elementary School
- Renovation, improvements and equipping of Cooks Corners, Parkview and Memorial Elementary Schools
- Renovation, improvement and equipping of Central Elementary School
- Renovation, improvement and equipping of Northview, Thomas Jefferson & Flint Lake Elementary Schools
- Renovation, improvement and equipping of Valparaiso High School
- Renovation, improvement and equipping of the Career Center

## VERIFICATION

The arithmetical accuracy of certain computations including in the schedules provided by the Underwriter related to a computation of amounts deposited in the Escrow Account, the anticipated interest earnings of the Government Obligations and the forecasted payments of principal and interest on the 2015 Refunded Bonds and the 2016 Refunded Bonds was examined by LWG CPAs & Advisors, Indianapolis, Indiana (the "Verification Agent"). The Verification Agent has restricted its procedures to examining of arithmetical accuracy of certain computations and has not made any study or evaluation of the assumptions and information on which the computations are based and, accordingly, has not expressed an opinion on the data used, the reasonableness of the assumptions or the achievability of the forecasted outcome.

## THE LEASED PREMISES

The Leased Premises consists of the land and buildings comprising the existing Heavilin Elementary School, the existing Career Center and the existing Valparaiso High School and their related outdoor facilities and site improvements, as renovated, remodeled and expanded and the real property upon which the existing Heavilin Elementary School, the existing Career Center, the existing Valparaiso High School and their related outdoor facilities and site improvements are located (collectively, the "Leased Premises").

## ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds required for the 2025 Refunding Project is shown below:

### Estimated Sources of Funds\*

Principal Amount of Bonds	\$105,415,000.00*
Net Premium/Original Issue Discount	
Other Available Funds	

Total	<u>\$</u>
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### Estimated Uses of Funds\*

Deposit to Escrow Account**	\$
Costs of Issuance, Underwriter's Discount and Miscellaneous Costs	

Total	<u>\$</u>
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\*Preliminary, subject to change.

\*\*Excluding Costs of Issuance, Underwriter's Discount and Miscellaneous Costs.

## SCHEDULE OF SEMI-ANNUAL DEBT SERVICE REQUIREMENTS AND LEASE PAYMENTS

Payment Date(1)	Principal(1)	Interest	Total Debt Service	Lease Payment Date(1)(3)	Total Semi Annual Lease Payment	Total Annual Lease Payment
1/15/2026	\$3,860,000			12/31/2025	\$ -	\$ -
7/15/2026	2,695,000			6/30/2026	-	-
1/15/2027	2,765,000			12/31/2026	-	-
7/15/2027	4,290,000			6/30/2027	-	-
1/15/2028	4,395,000			12/31/2027	-	-
7/15/2028	4,505,000			6/30/2028	-	-
1/15/2029	4,620,000			12/31/2028	-	-
7/15/2029	4,730,000			6/30/2029	-	-
1/15/2030	4,850,000			12/31/2029	-	-
7/15/2030	4,970,000			6/30/2030	-	-
1/15/2031	5,095,000			12/31/2030	-	-
7/15/2031	5,220,000			6/30/2031	-	-
1/15/2032	5,355,000			12/31/2031	-	-
7/15/2032	5,490,000			6/30/2032	-	-
1/15/2033	5,625,000			12/31/2032	-	-
7/15/2033	5,765,000			6/30/2033	-	-
1/15/2034	5,910,000			12/31/2033	-	-
7/15/2034	6,055,000			6/30/2034	-	-
1/15/2035	6,205,000			12/31/2034	-	-
7/15/2035	6,365,000			6/30/2035	-	-
1/15/2036	6,650,000			12/31/2035	-	-
(1) Preliminary, subject to change.						
(2) Interest for the period from the closing date to January 15, 2026.						
(3) Lease payments are paid on the prior June 30 and December 31.						

## THE 2025 REFUNDING BONDS

### General

The 2025 Refunding Bonds will be issued in fully registered form in the denomination of \$5,000 or any integral multiple of that amount, will be dated as of delivery, and mature on January 15 and July 15 in the years and amounts and bear interest at the rates set forth on the inside front cover of this Official Statement. Principal of and interest on the 2025 Refunding Bonds, payable on January 15 and July 15, commencing January 15, 2026, will be paid by wire transfer of immediately available funds on the interest payment date to depositories shown as registered owners.

So long as DTC or its nominee is the registered owner of the 2025 Refunding Bonds, principal of and interest on the 2025 Refunding Bonds will be paid directly to DTC by the Paying Agent. Interest will be paid on the basis of a 360-day year consisting of twelve 30-day months. Payment shall be made to the depository in whose name the 2025 Refunding Bond is registered on the first day of the month of each interest payment date. (The final disbursement of such payments to the Beneficial Owners of the 2025 Refunding Bonds will be the responsibility of the DTC Participants and Indirect Participants, all as defined and more fully described herein.)

## **Book-Entry-Only System**

The Depository Trust Company (“DTC”), New York, New York, will act as depository for the 2025 Refunding Bonds. The 2025 Refunding Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the 2025 Refunding Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of 2025 Refunding Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2025 Refunding Bonds on DTC’s records. The ownership interest of each actual purchaser of each 2025 Refunding Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2025 Refunding Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2025 Refunding Bonds, except in the event that use of the book-entry system for the 2025 Refunding Bonds is discontinued.

To facilitate subsequent transfers, all 2025 Refunding Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the 2025 Refunding Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2025 Refunding Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such 2025 Refunding Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2025 Refunding Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2025 Refunding Bonds, such as redemptions, tenders, defaults, and proposed amendments to the 2025 Refunding Bond documents. For example, Beneficial Owners of 2025 Refunding Bonds may wish to ascertain that the nominee holding the 2025 Refunding Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2025 Refunding Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to 2025 Refunding Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Building Corporation or the School Corporation as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2025 Refunding Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal payments and interest payments on the 2025 Refunding Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Building Corporation, the School Corporation, the Registrar or the Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with 2025 Refunding Bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Building Corporation, the School Corporation, the Registrar or the Paying Agent, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal payments and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Building Corporation, the School Corporation, the Registrar or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2025 Refunding Bonds at any time by giving reasonable notice to the Building Corporation or the Registrar and Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, bond certificates are required to be printed and delivered.

The Building Corporation or the School Corporation may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Building Corporation and the School Corporation believe to be reliable, but neither the Building Corporation nor the School Corporation takes any responsibility for the accuracy thereof.

### **Revision of Book-Entry-Only System**

In the event that either (1) the Building Corporation receives notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities as a clearing agency for the 2025 Refunding Bonds or (2) the Building Corporation or the School Corporation elects to discontinue its use of DTC as a clearing agency for the 2025 Refunding Bonds, then the Building Corporation and the School Corporation will do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the 2025 Refunding Bonds, as are necessary or appropriate to discontinue use of DTC as a clearing agency for the 2025 Refunding Bonds and to transfer the ownership of each of the 2025 Refunding Bonds to such person or persons, including any other clearing agency, as the holder of such 2025 Refunding Bonds may direct. Any expenses of such a discontinuation and transfer, including any expenses of printing new certificates to evidence the 2025 Refunding Bonds will be paid by the Building Corporation.

### **Optional Redemption**

The 2025 Refunding Bonds are not subject to redemption at the option of the Building Corporation prior to maturity.

### **Mandatory Sinking Fund Redemption**

The 2025 Refunding Bonds maturing \_\_\_\_\_\* are subject to mandatory sinking fund redemption at a redemption price equal to the principal amount thereof, plus accrued interest, in accordance with the following schedules:

<u>Term Bonds Due _____*</u>			
<u>Date*</u>	<u>Amount*</u>	<u>Date*</u>	<u>Amount*</u>

\* Preliminary, subject to change.

### **Notice and Effect of Redemption**

Notice of redemption shall be given by the Trustee by mailing a copy of the redemption notice, by first class mail, not more than sixty (60) days nor less than thirty (30) days prior to the redemption date to the owners of the 2025 Refunding Bonds to be redeemed as the names appear as of the date of mailing the notice. No failure or defect in that notice with respect to any 2025 Refunding Bonds shall affect the validity of the proceedings for the redemption of any other 2025 Refunding Bonds for which notice has been properly given.

If notice of redemption has been given and provisions for payment of the redemption price, and accrued interest has been made, the 2025 Refunding Bonds to be redeemed shall be due and payable on the redemption date at the redemption price, and from and after the redemption date interest on the 2025 Refunding Bonds will cease to accrue, and the owners of the 2025 Refunding Bonds shall have no rights in respect thereof, except to receive payment of the redemption price including unpaid interest accrued to the redemption date.

### **Registration, Transfer and Exchange**

The 2025 Refunding Bonds will be registered, and are transferable by the registered owners, at the

designated corporate trust office of Registrar, upon surrender and cancellation and on presentation of a duly executed written instrument of transfer. A new bond or bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor.

If any 2025 Refunding Bond is mutilated, lost, stolen or destroyed, the Registrar may execute, subject to the provisions of the Indenture, a replacement bond or bonds of the same date, maturity and denomination. In the case of a mutilated bond, the Registrar may require that the mutilated bond be presented and surrendered as a condition to executing a replacement. In the case of loss, theft or destruction, the Registrar may require evidence of the destruction or indemnity satisfactory to the Registrar in its discretion. The Registrar may charge the owner for reasonable fees and expenses in connection with replacements.

### **ADDITIONAL BONDS**

The Building Corporation may issue additional bonds under the Indenture on a parity with the 2025 Refunding Bonds (collectively, the “Additional Bonds”) to provide for the partial or full refunding of outstanding Bonds (as hereinafter defined) and for certain other limited purposes. Any series of Additional Bonds shall have maturities, interest rates, interest payment dates, denominations and other terms as provided in the supplemental indenture entered into in connection with the issuance of such Additional Bonds, provided that such terms and provisions shall not be otherwise inconsistent with the Indenture. All 2025 Refunding Bonds, together with any Additional Bonds as may be issued on a parity therewith under the Indenture, are to be equally and ratably secured and entitled to the protection given under the Indenture.

### **SOURCES OF PAYMENT AND SECURITY FOR THE BONDS**

The 2025 Refunding Bonds and all Additional Bonds (collectively, the “Bonds”) are obligations of the Building Corporation payable solely from and secured exclusively by a first mortgage lien on and security interest in the Mortgaged Property (as hereinafter defined), which includes, but is not limited to, the lease rental payments (the “Rent” or the “Annual Rent”) to be paid by the School Corporation directly to the Trustee as instructed by the Building Corporation under the Lease Agreement, dated as of December 17, 1991 (the “Original Lease”), as previously amended and as further amended by a Third Amendment to Lease Agreement, dated as of \_\_\_\_\_, 2025 (the “Third Amendment to Lease”) (the Original Lease, as previously amended and as further amended by the Third Amendment to Lease, the “Lease”). The “Mortgaged Property” consists of (i) the Leased Premises, (ii) all right, title and interest of the Building Corporation in the Lease and any other leases entered into by the Building Corporation and the School Corporation and pledged to the Trustee as a part of the Mortgaged Property, including the Rent, (iii) all of the right, title and interest in and to the proceeds from the sale of all or any property subject to the lien of the Indenture, (iv) all proceeds of the Bonds and certain other cash and securities now or hereafter held in certain funds and accounts created and established by the Indenture (except the Rebate Fund and the [2025 School Corporation Construction Account], each as hereafter defined).

The Bonds are not obligations of the School Corporation or any other political subdivision of the State of Indiana and do not pledge the full faith and credit of the School Corporation or any other political subdivision of the State of Indiana is not pledged to the Bonds. The Bonds, when and if issued, are obligations of the Building Corporation payable solely from and secured exclusively by a first mortgage lien on and security interest in the Mortgaged Property, which includes, but is not limited to, the Rent to be paid by the School Corporation directly to the Trustee as instructed by the Building Corporation under the Lease.

The payments of the Rent by the School Corporation under the Lease during its occupancy of the Leased Premises will be the primary source of repayment of the principal and interest on the Bonds. Other

revenues, such as interest earnings and insurance proceeds, are also available for such payments under the Indenture, but such other revenue sources cannot be reasonably anticipated to constitute significant sources of payment for future debt service on the Bonds. Scheduled payments of the Rent under the Lease are sufficient to pay the principal of, and interest on, the Bonds.

The Rent payable by the School Corporation pursuant to the Lease is payable from unlimited ad valorem taxes to be levied by the School Corporation on all of the taxable property within the School Corporation. The levy of taxes by the School Corporation to pay the Rent due and payable under the Lease is mandatory and not subject to annual appropriation. The Rent is to be paid on June 30 and December 31, through December 31, 2035. Since the term of the Lease began, the School Corporation has made the payment of Rent on time and in the full amount due at each payment date. Indiana law does not permit school corporations to pay full lease rental payments on a building or structure which the school corporation leases until the renovations at such building or structure are complete and ready for occupancy. The Rent sufficient to pay the principal of, and interest on, the 2025 Refunding Bonds will commence on December 31, 2025. All taxable property in the School Corporation is subject to unlimited ad valorem taxation to pay the Rent, since the School Corporation received approval of the issuance of the 2015 Refunded Bonds and the 2016 Refunded Bonds through the referendum process and the proceeds of the 2025 Refunding Bonds will be used to refund the 2015 Refunded Bonds and the 2016 Refunded Bonds. Additionally, as a result of the foregoing the levy to pay debt service on the 2025 Refunding Bonds will be outside of the Circuit Breaker Tax Credit (as hereinafter defined) calculation. See “Circuit Breaker Tax Credit” herein.

The Lease provides that, in the event the Leased Premises are partially or totally destroyed, whether by fire or any other casualty, so as to render the same unfit, in whole or part, for use by the School Corporation: (i) it will then be the obligation of the Building Corporation to restore and rebuild the Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Building Corporation excepted; provided, the Building Corporation will not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by the Building Corporation from the insurance provided for in the Lease, and provided further, the Building Corporation will not be required to rebuild or restore the Leased Premises if the School Corporation instructs the Building Corporation not to undertake such work because the School Corporation anticipates that either the cost of such work exceeds the amount of insurance proceeds and other amounts available for such purpose, or the work cannot be completed within the period covered by rental value insurance (See “Summary of Certain Provisions of The Indenture – Covenants of the Building Corporation – Use of Proceeds from Insurance” in this Official Statement); and (ii) as long as there is rental interruption in place at the time of such damage or destruction in the amount required under the Lease, the Rent will be abated, for the period during which the Leased Premises or any part thereof is unfit for use by the School Corporation, in proportion to the percentage of the area of the Leased Premises which is unfit for use by the School Corporation.

In accordance with the Lease, the School Corporation is required to maintain rental value insurance insuring Rent payments in connection with the loss of use of the Leased Premises due to casualty for a period of two years. In addition, the School Corporation is required to insure the Leased Premises against physical damage, however caused, in an amount equal to the replacement cost thereof, with such exceptions ordinarily required by insurers.

During the term of the Lease, the School Corporation assumes all responsibility for the maintenance, repair, and alterations to the Leased Premises. At the end of the term of the Lease, the School Corporation will deliver the Leased Premises to the Building Corporation in as good a condition as at the beginning of the Lease, reasonable wear and tear excepted.

For more detailed discussion of the provisions of the Lease, see “Summary of Certain Provisions of the Lease” in this Official Statement.

## INTERCEPT PROGRAM

Indiana Code Title 20, Article 48, Chapter 1, Section 11, as amended (the “Act”), requires the Department of Local Government Finance (the “DLGF”) to review levies and appropriations of school corporations for debt service or lease rental payments that are payable in the succeeding calendar year. In the event a school corporation fails to levy and appropriate sufficient funds for such purpose for the next succeeding calendar year, the DLGF must establish levies and appropriations which are sufficient to pay such obligations.

The Act further provides that upon failure of any school corporation to make a debt service or lease rental payment when due and upon notice and claim being filed with the Treasurer of the State of Indiana (the “State Treasurer”), (a) the State Treasurer must immediately contact the school corporation and the person or entity filing the claim to confirm whether the school corporation is unable to make the required payment on the due date, (b) if confirmed, the State Treasurer must notify the Budget Director of the State of Indiana (the “State Budget Director”), the Auditor of the State of Indiana (the “State Auditor”) and any department or agency of the State of Indiana responsible for distributing funds appropriated by the Indiana General Assembly (the “General Assembly”) to provide the State Treasurer with available funds in order for the State Treasurer to fulfill his/her obligations under the Act, (c) within three (3) days, excluding Saturdays, Sundays and legal holidays, of receiving the notice from the State Treasurer, the State Budget Director, the State Auditor and any department or agency of the State of Indiana responsible for distributing funds appropriated by the General Assembly must provide the State Treasurer with available funds in order for the State Treasurer to fulfill his/her obligations under the Act, and (d) the State Treasurer must make such payment to the claimant from such funds within five (5) days, excluding Saturdays, Sundays and legal holidays of the claim being filed with the State Treasurer (clauses (a) through and including (d), collectively, the “State Intercept Program”). The funds to make such payment will be from the following sources, in the following amount and in the following order of priority: (i) first, from amounts appropriated by the General Assembly for distribution to the school corporation from State funds in the current fiscal year of the State of Indiana, which begins on July 1 and ends on the immediately following June 30, (ii) second, to the extent the amounts described in clause (i) are insufficient, from any remaining amounts appropriated by the General Assembly for distribution for tuition support in the current State fiscal year which are in excess of the aggregate amount of tuition support needed for distribution to all school corporations during the current State fiscal year, and (iii) third, to the extent the amounts described in clauses (i) and (ii) are insufficient and the General Assembly has adopted a biennial budget appropriating amounts in the immediately succeeding State fiscal year for distribution to the school corporation from State funds, then from such fund or account, as determined by the State Budget Director in an amount not to exceed the amount to be distributed to the school corporation in the immediately succeeding State fiscal year. If any such payment is made by the State Treasurer pursuant to the State Intercept Program, then the State will recover such amounts by deducting such amount from the future State distributions to be made to the school corporation. The estimated State distributions for 2025 and resulting debt service coverage levels are as follows:

2025 Estimated State Grants:	\$52,916,262
* Estimated Combined Maximum Annual Debt Service (See page A-10)	15,859,959
State distributions required to provide 1.5 times coverage	23,789,939
State distributions above 1.5 times coverage amount	29,126,324
 * Based upon the estimated total debt service for 2025.	 3.33

Pursuant to the Indenture, the Trustee is to immediately notify and demand payment from the State Treasurer if the School Corporation should default in its payment obligation under the Lease. There can, however, be no assurance as to the levels or amounts that may from time to time be appropriated by the Indiana General Assembly for school purposes or that this provision of the Indiana Code will not be repealed.

Furthermore, there may be a delay in payment of debt service due to the procedural steps required for claimants to draw on the State Intercept Program.

## **PROCEDURES FOR PROPERTY TAX ASSESSMENT, TAX LEVY AND COLLECTION**

The Rent is payable from unlimited ad valorem property taxes required by law to be levied by or on behalf of the School Corporation. The Indiana General Assembly enacted legislation (IC 6-1.1-20.6, as amended), which provides taxpayers with a tax credit for all property taxes in an amount that exceeds the gross assessed value of real and personal property eligible for the credit. See "Circuit Breaker Tax Credit" herein for further details on the levy and collection of property taxes. Real and personal property in the State is assessed each year as of January 1. On or before August 1<sup>st</sup> each year, the County Auditor must submit to each underlying taxing unit a statement of (i) the estimated assessed value of the taxing unit as of March 1<sup>st</sup> of that year, and (ii) an estimate of the taxes to be distributed to the taxing unit during the last six months of the current budget year. The estimated value is based on property tax lists delivered to the Auditor by the Township Assessors in Marion County and the County Assessor in all other counties on or before July 1.

The estimated value is used when the governing body of a local taxing unit meets to establish its budget for the next fiscal year (January 1 through December 31), and to set tax rates and levies. By statute, the budget, tax rate and levy must be established no later than November 1. The budget, tax levy and tax rate are subject to review and revision by the DLGF which, under certain circumstances, may revise, reduce or increase the budget, tax rate, or levy of a taxing unit. The DLGF may increase the tax rate and levy if the tax rate and levy proposed by the School Corporation is not sufficient to make its general obligation bonds and lease rental payments. The DLGF must complete its actions on or before February 15; however, taxing units have until December 31 of the calendar year immediately preceding the ensuing calendar year to file a shortfall appeal.

On or before March 15, the County Auditor prepares and delivers the tax duplicate, which is a roll of property taxes payable in that year, to the County Treasurer. Beginning in 2015, the County Auditor, upon receipt of the tax duplicate, is required to publish a notice of the tax rate in accordance with Indiana statutes. The County Treasurer mails tax statements at least 15 days prior to the date that the first installment is due (due dates may be delayed due to a general reassessment or other factors). Property taxes are due and payable to the County Treasurer in two installments on May 10 and November 10, unless a later due date is established by order of the DLGF. If an installment of taxes is not completely paid on or before the due date, a penalty of 10% of the amount delinquent is added to the amount due; provided, that, so long as the installment is completely paid within thirty (30) days of the due date and the taxpayer is not liable for delinquent property taxes first due and payable in a previous year for the same parcel, the amount of the penalty is five percent (5%) of the amount of the delinquent taxes. On May 10 and November 10 of each year thereafter, an additional penalty equal to 10% of any taxes remaining unpaid is added. The penalties are imposed only on the principal amount of the delinquency. Property becomes subject to tax sale procedures after 15 months of delinquency. The County Auditor distributes property taxes collections to the various taxing units on or about June 30 after the May 10 payment date and December 31 after the November 10 payment date.

Personal property values are assessed January 1 of every year and are self-reported by property owners to county assessors using prescribed forms. The completed personal property return must be filed with the county assessors no later than May 15. Pursuant to State law, personal property is assessed at its actual historical cost less depreciation, in accordance with 50 IAC 4.2, the DLGF's Rules for the Assessment of Tangible Personal Property. Pursuant to Indiana Code § 6-1.1-3-7.2, as amended, State law automatically exempts from property taxation the acquisition cost of a taxpayer's total business personal property in a county if the total business personal property is less than (i) eighty thousand dollars (\$80,000)

for the 2025 assessment, and (ii) two million dollars (\$2,000,000) for the 2026 assessment date and each assessment date thereafter.

Pursuant to State law, real property is valued for assessment purposes at its “true tax value” as defined in the Real Property Assessment Rule, 50 IAC 2.3, the 2011 Real Property Assessment Manual (“Manual”), as incorporated into 50 IAC 2.3, and the 2011 Real Property Assessment Guidelines, Version A (“Guidelines”), as adopted by the DLGF. The Manual defines “true tax value” as “the market value-in-use of property with the exception of agricultural land for its current use, as reflected by the utility received by the owner or a similar user, from the property.” In the case of agricultural land, true tax value shall be the value determined in accordance with the Guidelines and IC 6-1.1-4-13, as amended. The Manual permits assessing officials in each county to choose any acceptable mass appraisal method to determine true tax value, taking into consideration the ease of administration and the uniformity of the assessments produced by that method. The Guidelines were adopted to provide assessing officials with an acceptable appraisal method, although the Manual makes it clear that assessing officials are free to select from any number of appraisal methods, provided that they produce accurate and uniform values throughout the jurisdiction and across all classes of property. The Manual specifies the standards for accuracy and validation that the DLGF uses to determine the acceptability of any alternative appraisal method.

“Net Assessed Value” or “Taxable Value” represents the “Gross Assessed Value” less certain deductions for mortgages, veterans, the aged, the blind, economic revitalization areas, resource recovery systems, rehabilitated residential property, solar energy systems, wind power devices, coal conservation systems, hydroelectric systems, geothermal devices, inventory in enterprise zone and tax-exempt property. The “Net Assessed Value” or “Taxable Value” is the assessed value used to determine tax rates.

Changes in assessed values of real property occur periodically as a result of general reassessments scheduled by the State legislature, as well as when changes occur in the property value due to new construction or demolition of improvements. Before July 1, 2013, and before July 1 of every fourth year thereafter, the county assessor will prepare and submit to the DLGF a reassessment plan for each county. The DLGF must complete its review and approval of the reassessment plan before March 1 of the year following the year in which the reassessment plan is submitted by the county. The reassessment plan must divide all parcels of real property in the county into four (4) different groups of parcels. Each group of parcels must contain approximately twenty-five percent (25%) of the parcels within each class of real property in the county. All real property in each group of parcels shall be reassessed under the county’s reassessment plan once during each four (4) year cycle. The reassessment of a group of parcels in a particular class of real property shall begin on July 1 of a year, and must be completed on or before March 1 of the year after the year in which the reassessment of the group of parcels begins. For real property included in a group of parcels that is reassessed, the reassessment is the basis for taxes payable in the year following the year in which the reassessment is to be completed. The county may submit a reassessment plan that provides for reassessing more than twenty-five percent (25%) of all parcels of real property in the county in a particular year. A plan may provide that all parcels are to be reassessed in one (1) year. However, a plan must cover a four (4) year period. All real property in each group of parcels shall be reassessed under the county’s reassessment plan once during each reassessment cycle. Effective with the tax year payable 2007, all real property assessments are revalued annually to reflect market value based on comparable sales data (“Trending”). When a change in assessed value occurs, a written notification is sent to the affected property owner. If the owner wishes to appeal this action, the owner may file a petition requesting a review of the action. This petition must be filed with the county assessor in which the property is located within 45 days after the written notification is given to the taxpayer or May 10 of that year, whichever is later. While the appeal is pending, the taxpayer may pay taxes based on the current year’s tax rate and the previous or current year’s assessed value.

Over the past few years of the Indiana General Assembly sessions, including the recently completed session, proposed legislation has been introduced and/or passed out of committee and at least one chamber that has contained numerous provisions related to property taxation and local income taxation, which if enacted into law, could adversely affect political subdivisions in the State in a variety of ways, including, but not limited to, impacting the amount of ad valorem property taxes to be collected, and the amount of local income taxes to be received, by local governmental entities in future years. For example, Senate Enrolled Act No. 1 (2025) ("SEA 1") was recently adopted by the General Assembly and signed into law which provides for increases in the homestead deduction for real property owners and provides a new deduction for real property owners of non-homestead residential property, agricultural property, and long-term care facilities, all of which are phased in over the next five years, commencing in 2026. While it is currently anticipated that some of the changes in SEA 1 will result in a decreased in assessed valuation, which may require an increase in property tax rate, it is uncertain at this time what impact, if any, SEA 1 or any legislation enacted in any future session may have on the property assessment process or the amount of ad valorem property taxes to be collected, or local income taxes to be received, by local governmental entities in future years. Neither the Building Corporation, the School Corporation nor their advisors assume any responsibility for assessing the potential risk of any such legislation that may impact the Bonds or the operations of the School Corporation. The purchasers of the 2025 Refunding Bonds should consult their own advisors regarding risks associated with such proposed current or future legislation.

## **CIRCUIT BREAKER TAX CREDIT**

### **Description of Circuit Breaker**

Article 10, Section 1 of the Constitution of the State of Indiana (the "Constitutional Provision") provides that, for property taxes first due and payable in 2012 and thereafter, the Indiana General Assembly shall, by law, limit a taxpayer's property tax liability to a specified percentage of the gross assessed value of the taxpayer's real and personal property. Indiana Code 6-1.1-20.6, as amended (the "Statute") authorizes such limits in the form of a tax credit for all property taxes in an amount that exceeds the gross assessed value of real and personal property eligible for the credit (the "Circuit Breaker Tax Credit"). For property assessed as a homestead (as defined in Indiana Code §6-1.1-12-37, as amended), the Circuit Breaker Tax Credit is equal to the amount by which the property taxes attributable to the homestead exceed 1.0% of the gross assessed value of the homestead. Property taxes attributable to the gross assessed value of other residential property, agricultural property, and long-term care facilities are limited to 2.0% of the gross assessed value, property taxes attributable to other non-residential real property and personal property are limited to 3.0% of the gross assessed value. The Statute and other additional Indiana laws provide additional property tax credits, limits and deductions for property taxes paid by homesteads and certain real property owners based on certain demographic categories.

If applicable, the Circuit Breaker Tax Credit will result in a reduction of property tax collections for each political subdivision in which the Circuit Breaker Tax Credit is applied. School corporations are authorized to impose a referendum tax levy, if approved by voters, to replace property tax revenue that the school corporation will not receive due to the application of the Circuit Breaker Tax Credit. Otherwise school corporations and other political subdivisions may not increase their property tax levy or borrow money to make up for any property tax revenue shortfall due to the application of the Circuit Breaker Tax Credit.

The Constitutional Provision excludes from the application of the Circuit Breaker Tax Credit property taxes first due and payable in 2012, and thereafter, that are imposed after being approved by the voters in a referendum. The Statute codifies this exception, providing that, with respect to property taxes first due and payable in 2012 and thereafter, property taxes imposed after being approved by the voters in a referendum will not be considered for purposes of calculating the limits to property tax liability under the

provisions of the Statute. Because the 2015 Refunded Bonds and the 2016 Refunded Bonds were approved by the majority of the voters who voted on the public question in the referendum process related to the issuance of the 2015 Refunded Bonds and the 2016 Refunded Bonds and the proceeds of the 2025 Refunding Bonds will be refunding the 2015 Refunded Bonds and the 2016 Refunded Bonds, the ad valorem property taxes levied to pay the Rent under the Lease in connection with the 2025 Refunding Bonds are not subject to the Circuit Breaker Tax Credit. In accordance with the Constitutional Provision, the General Assembly has, in the Statute, designated Lake County and St. Joseph County as "eligible counties" and has provided that property taxes imposed in these eligible counties to pay debt service and make lease rental payments for bonds or leases issued or entered into before July 1, 2008, will not be considered for purposes of calculating the limits to property tax liability under the provisions of the Statute, through and including December 31, 2019.

The Statute requires political subdivisions to fully fund the payment of outstanding debt service or lease rental obligations payable from property taxes ("Debt Service Obligations"), regardless of any reduction in property tax collections due to the application of the Circuit Breaker Tax Credit. For school corporations, any shortfall could also be funded through the State Intercept Program; however, application of the State Intercept Program will result in a shortfall in distributions to the school corporation's general fund so schools are encouraged by the DLGF to fund any shortfall directly from the school corporation's general fund and avoid the application of the State Intercept Program. Upon: (i) the failure of a political subdivision to pay any of its Debt Service Obligations; and (ii) notification of that event to the treasurer of the State by a claimant; the treasurer of State is required to pay the unpaid Debt Service Obligations from money in the possession of the State that would otherwise be available to the political subdivision under any other law. A deduction must be made: (i) first, from distributions of county adjusted gross, option, or economic development income taxes that would otherwise be distributed to the county; and (ii) second, from any other undistributed funds of the political subdivision in possession of the State.

The Statute categorizes property taxes levied to pay Debt Service Obligations as "protected taxes," regardless of whether the property taxes were approved at a referendum, and all other property taxes as "unprotected taxes." The total amount of revenue to be distributed to the fund for which the protected taxes were imposed shall be determined without applying the Circuit Breaker Tax Credit. The application of the Circuit Breaker Tax Credit must reduce only the amount of unprotected taxes distributed to a fund. The School Corporation may allocate the reduction by using a combination of unprotected taxes of the political subdivision in those taxing districts in which the Circuit Breaker Credit caused a reduction in protected taxes. The tax revenue and each fund of any other political subdivisions must not be affected by the reduction.

If the allocation of property tax reductions to funds receiving only unprotected taxes is insufficient to offset the amount of the Circuit Breaker Tax Credit, the revenue for a fund receiving protected taxes will also be reduced. If a fund receiving protected taxes is reduced, the Statute provides that a School Corporation may transfer money from any other available source in order to meet its Debt Service Obligations. The amount of this transfer is limited to the amount by which the protected taxes are insufficient to meet Debt Service Obligations.

The Statute also provides that if a school corporation has sufficient annual Circuit Breaker Tax Credit losses in any of 2014 through and including 2026 and has such annual losses timely certified by the DLGF, it will be an eligible school corporation for such year under I.C. §6-1.1-20.6-9.9, as amended (an "Eligible School Corporation"). However, in 2017 through 2023, if a school corporation: (i) issues new bonds or enters into a new lease rental agreement for which the school corporation is imposing or will impose a debt service levy other than: (A) to refinance or renew prior bond or lease rental obligations existing before January 1, 2017; or (B) for indebtedness that is approved in a local public question or referendum under I.C. 6-1.1-20, as amended, or any other law; and (ii) the school corporation's total debt

service levy and rate is greater than the school corporation's debt service levy and rate in 2016, the school corporation will not be an Eligible School Corporation for such year even if it would otherwise qualify. After 2023, if a school corporation issues new bonds or enters into a new lease rental agreement on or after July 1, 2023, for which the school corporation is imposing or will impose a debt service levy other than: (i) to refinance or renew prior bond or lease rental obligations existing before January 1, 2024; or (ii) for indebtedness that is approved in a local public question or referendum under IC 6-1.1-20 or any other law, the school corporation will not be eligible to allocate its Circuit Breaker Tax Credit loss proportionately. For the applicable year or years, an Eligible School Corporation may allocate its Circuit Breaker Tax Credit losses for that year proportionately across all of its property tax supported funds, including its debt service fund, thereby being exempted from the protected taxes requirement as described above. The School Corporation does not qualify for this exemption.

Pursuant to pertinent provisions of the Indiana Code, the projects that were funded with the proceeds of the 2015 Refunded Bonds and the 2016 Refunded Bonds were considered controlled projects and subject to certain additional public approval procedures. The School Corporation approved the issuance of the 2015 Refunded Bonds and the 2016 Refunded Bonds through the referenda process and as a result the 2015 Refunded Bonds and the 2016 Refunded Bonds, and the levy to pay the debt service on the 2015 Refunded Bonds and the 2016 Refunded Bonds, and the levy to pay the 2025 Refunding Bonds, which will be used to refund the 2015 Refunded Bonds and the 2016 Refunded Bonds, will be unlimited and outside of the Circuit Breaker Tax Credit calculation.

The School Corporation cannot predict the timing, likelihood or impact on property tax collections of any future actions taken, amendments to the Constitution of the State of Indiana or legislation enacted, regulations or rulings promulgated or issued to implement any such regulations, statutes or the Constitutional Provision described above or of future property tax reform in general. There has been no judicial interpretation of this legislation. In addition, there can be no assurance as to future events or legislation that may affect the Circuit Breaker Tax Credit or the collection of property taxes by the School Corporation.

### **Estimated Circuit Breaker Tax Credit for the School Corporation**

Circuit Breaker Tax Credits are determined for each taxing unit, including the School Corporation when county officials prepare property tax invoices for local taxpayers. In Porter County, the value of Circuit Breaker Tax Credits has been available during the month of April for the coming year. Circuit Breaker credits for the School Corporation aggregated \$769,823 in 2021, \$787,812 in 2022, \$571,695 in 2023, \$311,974 in 2024, and \$277,120 in 2025. No estimate is being made of the size of the Circuit Breaker Tax Credits for the School Corporation in future years. Since the School Corporation received approval of the issuance of the 2015 Refunded Bonds and the 2016 Refunded Bonds through the referendum process and the proceeds of the 2025 Refunding Bonds will be used to refund the 2015 Refunded Bonds and the 2016 Refunded Bonds, the ad valorem property taxes being levied to pay the Rent are not subject to the Circuit Breaker Tax Credits.

The foregoing amounts do not reflect the potential effect of any further changes in the property tax system or methods of funding local government that may be enacted by the State General Assembly in the future. The effects of such changes could affect the Circuit Breaker Tax Credits and the impact could be material. Other future events, such as the loss of a major taxpayer, reductions in assessed value, increases in property tax rates of overlapping taxing units or the reduction of local option income taxes applied to property tax relief could increase effective property tax rates and the amount of lost revenue due to the Circuit Breaker Tax Credit, and the resulting increase could be material.

## **LEGAL MATTERS**

Certain legal matters incident to the issuance of the 2025 Refunding Bonds and with regard to the tax status of the interest thereon (see “Tax Matters”) will be passed upon by Barnes & Thornburg LLP, Indianapolis, Indiana (“Bond Counsel”). A signed copy of that opinion, dated and premised on facts and laws existing as of the date of original delivery of the 2025 Refunding Bonds, will be delivered to the Underwriter at the time of that original delivery. A copy of the opinion proposed to be delivered by Bond Counsel for the 2025 Refunding Bonds is attached as Appendix B. Certain legal matters will be passed on for the School Corporation and the Building Corporation by its counsel, A. James Sarkisian, Esquire, Valparaiso, Indiana. Certain legal matters will be passed on for the Underwriter by Bose McKinney & Evans LLP, Indianapolis, Indiana, as its special counsel.

The engagement of Bond Counsel is limited generally to the examination of the documents contained in the transcript of proceedings, and examination of such transcript of proceedings and the law incident to rendering the approving legal opinion referred to above, and the rendering of such approving legal opinion. In its capacity as Bond Counsel, said firm has reviewed those portions of this Official Statement under the captions: “The 2025 Refunding Bonds” (excluding the subsections entitled “Book-Entry-Only System” and “Revision of Book-Entry-Only System”), “Sources of Payment and Security for the Bonds”, “Summary of Certain Provisions of the Lease”, “Summary of Certain Provisions of the Indenture”, “Legal Opinions and Enforceability of Remedies”, “Tax Matters,” “Original Issue Discount” and “Amortizable Bond Premium” and in Appendix C of this Official Statement. Bond Counsel has not been retained to pass upon any other information in this Official Statement, or in any other reports, financial information, offering or disclosure documents or other information that may be prepared or made available by the Building Corporation, the School Corporation, the Trustee, the Underwriter or others to the prospective purchasers of the 2025 Refunding Bonds or to others.

## **POTENTIAL IMPACTS RESULTING FROM EPIDEMICS OR PANDEMICS, SUCH AS THE NOVEL CORONAVIRUS (COVID-19)**

Regional, national or global epidemics or pandemics, such as the outbreak of the novel coronavirus (“COVID-19”), could have materially adverse local, regional, national or global economic and social impacts. The State’s finances may be materially adversely affected by epidemics and pandemics which could affect the amount appropriated and timing of the distribution of State aid to school districts, thereby potentially impacting the amount of revenue in the School Corporation’s Education Fund and Operations Fund. In addition, State school districts, including the School Corporation, depend on local property tax collections and other local revenues to fund many of its operational costs, including, but not limited to, payment of debt service on any of the bonds issued by the school districts or their local building corporations. Therefore, if the collection of property taxes is delayed or reduced, the School Corporation may have difficulty in paying the principal and interest on the Bonds and funding the portion of the School Corporation’s Operations Fund not funded from State aid. In addition, the School Corporation cannot predict the amount of increased costs, if any, that may be incurred by the School Corporation associated with operating during any epidemic or pandemic, like COVID-19, including, but not limited to, the amount of (1) costs to clean, sanitize and maintain its facilities, (2) costs to hire substitute certificated or classified employees, or (3) costs to operate remotely and support students, faculty, and staff. Accordingly, the School Corporation cannot predict the effect any epidemic or pandemic will have on its finances or operations, including, but not limited to, the payment of the debt service on the Bonds.

## **CYBERSECURITY**

School districts, like other governmental and business entities, face significant risks relating to the use and application of computer software and hardware for educational and operational and management

purposes. The School Corporation also collects, processes, and distributes an enormous amount of private, protected and personal information on students, staff, parents, visitors, and contractors. As the custodian of such information, the School Corporation may face cybersecurity threats from time to time. Given the importance of cybersecurity for school districts, federal lawmakers recently approved the K-12 Cybersecurity Act of 2021 to study cybersecurity risks that school districts face and develop recommended guidelines and an online training toolkit for school district officials to address such cybersecurity risks.

The School Corporation carries insurance for such matters, but no assurances can be given that the School Corporation's cybersecurity control measures will be successful in guarding against any and each cyber threat and attack. The results of any attack on the School Corporation's computer and information technology systems could impact its operations and damage the School Corporation's digital networks and systems, and the costs of remedying any such damage could be substantial.

## **LITIGATION**

No litigation or administrative action or proceeding is pending or, to the knowledge of the Building Corporation and the School Corporation, threatened restraining or enjoining, or seeking to restrain or enjoin, the levy and collection of taxes to pay the Rent to be paid under the Lease, or contesting or questioning the proceedings or authority under which the Lease was authorized, or the validity of the Lease. No litigation or administrative action or proceeding is pending or, to the knowledge of the Building Corporation and the School Corporation, threatened concerning the issuance, validity and delivery of the 2025 Refunding Bonds. Certificates to such effect will be delivered at the time of the original delivery of the 2025 Refunding Bonds.

## **THE BUILDING CORPORATION**

The Building Corporation was organized pursuant to the Indiana Code, Title 23, Article 17, Chapters 1-30, as amended, for the sole purpose of acquiring land and constructing school facilities to be leased to the School Corporation. In order to provide the funds necessary to undertake projects, the Building Corporation has issued bonds secured by lease agreements and a mortgage. The Building Corporation also has the power to issue bonds to refund its outstanding bonds and to execute amended lease agreements with the School Corporation based on terms of the refinancing.

During its existence, the Building Corporation will operate entirely without profit to the Building Corporation, its officers, directors and members. Its officers and directors serve without compensation.

## **SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE**

**THE FOLLOWING IS A SUMMARY OF CERTAIN PROVISIONS CONTAINED IN THE TRUST INDENTURE. THIS SUMMARY DOES NOT PURPORT TO BE A COMPREHENSIVE DESCRIPTION AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE TRUST INDENTURE. CAPITALIZED TERMS NOT DEFINED IN THIS SUMMARY WILL HAVE THE MEANINGS SET FORTH ELSEWHERE IN THIS OFFICIAL STATEMENT.**

### **Creation of Funds and Accounts**

The Trust Indenture establishes the following funds and accounts to be held by the Trustee:

- (i) Construction Fund;
- (ii) Project Fund:

- (iii) Sinking Fund;
- (iv) Rebate Fund; and
- (v) Operation Fund.

### **Operation of Funds and Accounts**

Construction Fund. As of the date that the 2025 Refunding Bonds are issued, there will be no money in the Construction Fund or any account previously established under the Construction Fund. The Building Corporation has used the Construction Fund from time to time to fund various improvements to the Mortgaged Property and to pay costs of issuance related to Bonds issued prior to the issuance of the 2025 Refunding Bonds.

Project Fund. At the time of issuance of the 2025 Refunding Bonds, there will be established a Project Fund, and within the Project Fund there will be established a 2025 Refunding Account and a 2025 Refunding Bonds Issuance Expense Account. A portion of the proceeds of the 2025A Refunding Bonds in an amount equal to \$\_\_\_\_\_ will be deposited in the 2025 Refunding Account of the Project Fund, and, together with certain available funds currently held under the Trust Indenture, will be transferred to the Escrow Account for the purpose of refunding the 2015 Refunded Bonds and the 2016 Refunded Bonds. On the date of issuance of the 2025 Refunding Bonds, a portion of the 2025 Refunding Bond proceeds in an amount equal to \$\_\_\_\_\_ will be deposited in the 2025 Refunding Bond Issuance Expense Account of the Project Fund and used by the Building Corporation to pay the costs of issuance of the 2025 Refunding Bonds and costs associated therewith.

Sinking Fund. The Trustee will deposit in the Sinking Fund from each rental payment received by the Trustee pursuant to the Lease, and from proceeds of rental value insurance which represents lease rental payments under the Lease, all of such rental payment or if less an amount which, when added to the amount in the Sinking Fund on the deposit date, equals the sum of (i) principal due on the Bonds on the next principal payment date or sinking fund redemption date and (ii) interest on the Bonds due within twenty (20) days after the date such rental payment becomes due. Any portion of a rental payment remaining after such deposit will be deposited by the Trustee in the Operation and Reserve Fund. The Trustee will pay from the Sinking Fund the principal of the Bonds at maturity or upon mandatory sinking fund redemption and the interest on the Bonds as the same falls due. Investment earnings may be used for deposits in the Rebate Fund.

Rebate Fund. If in order to maintain the exclusion of interest on the 2025 Refunding Bonds from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the Building Corporation determines upon the advice of counsel that it is required to cause to be calculated amounts to be rebated to the United States government, the Building Corporation will cause to be computed the amount required to be rebated, or if the Building Corporation determines upon the advice of counsel to pay a penalty in lieu of rebate, the Building Corporation will cause to be computed the amount of the penalty to be paid. The Trustee will deposit such amounts, at the direction of the Building Corporation, in the Rebate Fund from the Construction Fund, the Operation Fund or investment earnings on the Sinking Fund. The Trustee will pay required amounts from the Rebate Fund as directed by the Building Corporation and as required by Section 148 of the Code.

Operation Fund. The Operation Fund will be used only for the payment of necessary incidental expenses of the Building Corporation, such as Trustee's, Registrar's and Paying Agent's fees, expenses incurred in connection with any continuing disclosure obligations, the payment of any rebate or penalties

to the United States government, to transfer funds to the Redemption Fund if so directed by the Building Corporation, the payment of principal of and premium, if any, and interest on the Bonds upon redemption or the purchase price of Bonds purchased as provided in the Trust Indenture, and if the amount in the Sinking Fund at any time is less than the required amount, the Trustee will transfer funds from the Operation and Reserve Fund to the Sinking Fund in an amount sufficient to raise the amount in the Sinking Fund to the required amount. Incidental expenses will be paid by the Trustee upon the presentation of an affidavit (except in the case of amounts owing to the Trustee, which may be withdrawn from the Fund when due without presentation of an affidavit) stating the character of the expenditure, the amount thereof and to whom due.

Notwithstanding anything herein to the contrary, upon receipt by the Trustee of a Request for Release of Funds, as defined below, the Trustee will as soon thereafter as practical release to the School Corporation funds in the Operation Fund in accord with such Request. For these purposes, a "Request for Release of Funds" means a written request made by the School Corporation which (i) is signed by an appropriate representative of the School Corporation, (ii) sets forth the amount requested to be released from the Operation Fund to the School Corporation, and (iii) includes a statement, accompanied by supporting schedules prepared by an accountant or firm of accountants which verify the statement, that the balance to be held in the Operation Fund immediately after such amount is released to the School Corporation is expected to be sufficient to meet the known and anticipated payments and transfers to be satisfied from the Operation Fund in the succeeding eighteen months. The supporting schedules will identify with particularity the anticipated sources and applications of funds. The statement and supporting schedules required by clause (iii) above will not include anticipated investment earnings based on assumptions about reinvestment rates, but may include known investment earnings scheduled to be received on then current investments, and will include any known or anticipated gain or loss from the disposition of investments. Notwithstanding the foregoing provisions of this paragraph, the Trustee will not so release funds from the Operation Fund to the School Corporation during any time that there exists an uncured or unwaived event of default under the Trust Indenture, or an event which with notice or lapse of time or both would become such an event of default, or if the Trustee determines that the information set forth in the Request for Release of Funds (including the supporting schedules) is not reasonably consistent with the books and records of the Trustee or is otherwise not accurate or appropriate.

Investment of Funds. All funds will be invested by the Trustee in Qualified Investments, as defined in the Trust Indenture. Except as otherwise provided in the Trust Indenture, investment earnings will be allocated to the fund or account to which the earnings are allocable. Funds invested for the Sinking Fund and Rebate Fund will mature prior to the time the funds invested will be needed for payment of principal of and interest on the Bonds or rebate to the United States government. The Trustee is authorized to sell any securities so acquired from time to time in order to make required payments from a particular fund or account.

Redemption of Bonds. Whenever the amounts contained in the Sinking Fund and Operation Fund are sufficient, together with any other funds deposited with the Trustee by the Building Corporation (other than amounts deposited into the Rebate Fund), to redeem, upon the next redemption date, all Bonds then outstanding under the Trust Indenture, after accounting for the intervening uses of such amounts, the Trustee will apply the amounts in such funds to the redemption of the Bonds.

Purchase of Bonds. At the request of the Building Corporation, the Trustee will remove funds from the Operation Fund to be used for the redemption of the Bonds or for the purchase of the Bonds.

### **Additional Bonds**

Additional Bonds may be issued under the Trust Indenture on a parity with the 2025 Refunding Bonds and all other Bonds issued under the Trust Indenture. Additional Bonds will be limited to amounts which can be repaid, along with all outstanding Bonds, from lease rentals paid by the School Corporation pursuant to the Lease.

### **Covenants of the Building Corporation**

In the Trust Indenture, the Building Corporation makes certain covenants to the Trustee for the benefit of Bondholders, including but not limited to the following.

Title to Mortgaged Property. The Building Corporation covenants that it will preserve good and indefeasible title to the Mortgaged Property. The Building Corporation also covenants that it will not suffer any lien or charge equal or prior to the lien created by the Trust Indenture to be enforced or to exist against the Mortgaged Property or any part thereof, except the lien of current taxes not yet due.

Corporate Existence. The Building Corporation covenants that it will maintain its corporate existence. Nothing in the Trust Indenture prevents any consolidation or merger of the Building Corporation with or into, or any conveyance or transfer subject to the Trust Indenture of all the Mortgaged Property as an entirety to, any other Building Corporation; provided, however, that such consolidation, merger, conveyance or transfer must not impair the lien of the Trust Indenture or any of the rights or powers of the Trustee or the registered owners under the Trust Indenture; and provided, further, that upon any such consolidation, merger, conveyance or transfer, the due and punctual payment of the principal of and interest on all Bonds, and the performance and observance of all terms and covenants and conditions of the Trust Indenture and of the Lease to be kept or performed by the Building Corporation, must be assumed by the Building Corporation formed by such consolidation or into which such merger has been made, or to which the Mortgaged Property has been so conveyed and transferred.

Books of Record and Account. The Building Corporation covenants that proper books of record and account will be kept in which full, true and correct entries will be made of all dealings or transactions of or in relation to the properties, business and affairs of the Building Corporation. The Building Corporation will from time to time furnish the Trustee such information as to the property of the Building Corporation as the Trustee reasonably requests and such other information and reports as the Trust Indenture requires.

Incurring Indebtedness. The Building Corporation covenants that it will not incur any indebtedness other than the Bonds as permitted by the Trust Indenture or indebtedness payable from income of the Building Corporation from some source other than the rental payments under the Lease pledged under the Trust Indenture as long as any Bonds are outstanding under the Trust Indenture.

Tax Covenants. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, the Building Corporation represents, covenants and agrees that, among other things, it will not take any action or fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code, nor will the Building Corporation act in any other manner which would adversely affect such exclusion. The Building Corporation is not required to comply with one or more of these tax covenants to the extent the Building Corporation receives an opinion of nationally recognized bond counsel to the effect that any tax covenant is unnecessary to preserve the exclusion of interest on the Bonds from gross income under federal income tax law.

## **Insurance**

Insurance Required During Construction, Renovation, Expansion and Equipping. During the construction, renovation, expansion and equipping of the Premises, the Building Corporation is required to carry or cause other persons to carry for its benefit builder's risk insurance in the cumulative amount of one hundred percent (100%) of the insurable value of the structures located on the Premises, physical loss or damage thereto, and bodily injury and property damage insurance. All contracts for the construction, renovation, expansion and equipping of the Structures will or do, require the contractor to carry such insurance as will protect the contractor from liability under Indiana Worker's Compensation and Worker's Occupations Diseases Acts.

Insurance Required After Completion of the Structures. In the Lease, the School Corporation has agreed to carry (i) insurance on the Mortgaged Property against physical loss or damage; (ii) rent or rental value insurance; and (iii) combined bodily injury insurance, including accidental death and property damage with references to the Mortgaged Property in an amount not less than One Million Dollars (\$1,000,000) CSL on account of each occurrence. See "SUMMARY OF CERTAIN PROVISIONS OF THE LEASE - Insurance" in this Official Statement.

Use of Proceeds from Insurance. Subject to the terms of the Lease, the proceeds of such insurance (other than rental value insurance which represents lease rental payments) received by the Trustee will be applied to the repair, replacement or reconstruction of the damaged or destroyed property. In the event the Building Corporation does not commence to repair, replace or reconstruct the Mortgaged Property within ninety (90) days after damage or destruction, or the Building Corporation abandons or fails diligently to pursue the same, the Trustee may make or complete such repairs, replacements or reconstructions, unless the School Corporation instructs the Building Corporation not to undertake such work in accordance with the Lease (which may occur if, for example, the School Corporation anticipates that the cost of such repair, replacement or reconstruction exceeds the amount of insurance proceeds and other amounts available for such purpose, or that the repair, replacement or reconstruction cannot be completed within the period covered by rental value insurance). If the Building Corporation does not proceed in good faith with repair, replacement or reconstruction for one hundred twenty (120) days or if the School Corporation instructs the Building Corporation not to undertake such work in accordance with the Lease, the Trustee, upon receipt of the insurance moneys, must (unless the Trustee proceeds to make such repairs, replacements or reconstructions) apply the proceeds in the following manner: (i) if the proceeds are sufficient to redeem all the Bonds then outstanding under the Trust Indenture, the Trustee will apply the proceeds to the redemption of such Bonds in an extraordinary prepayment in the manner provided in the Trust Indenture as if redemption had been at the option of the Building Corporation, but without premium or penalty, and (ii) if the proceeds are not sufficient to redeem all the Bonds then outstanding under the Trust Indenture, the Trustee will apply the proceeds to the partial redemption of outstanding Bonds in an extraordinary prepayment, without premium or penalty, in the manner provided by the Trust Indenture in the case of proceeds from the sale of the Mortgaged Property, as described below under the heading "Events of Default and Remedies--Application of Proceeds from Sale of Mortgaged Property". Furthermore, if at any time the Mortgaged Property is totally or substantially destroyed and the amount of insurance money is sufficient to redeem all the Bonds then outstanding and such Bonds are then subject to redemption, the Building Corporation, at the written request of the School Corporation, will direct the Trustee to use said moneys for the purpose of redeeming all such Bonds outstanding at the then current redemption price. See "SUMMARY OF CERTAIN PROVISIONS OF THE LEASE - Damage and Destruction of Premises" in this Official Statement.

## **Mortgaged Property**

Unless an event of default under the Trust Indenture has occurred and continues beyond any applicable grace period, the Building Corporation may remain in full possession, enjoyment and control of all of the Mortgaged Property. While in possession of the Mortgaged Property and not in default under the Trust Indenture, the Building Corporation may alter, change, add to, repair or replace any of the Mortgaged Property, provided that the Building Corporation maintains and preserves the value of the Mortgaged Property from substantial impairment or reduction so that the security of the Bonds outstanding under the Trust Indenture is not thereby substantially impaired or reduced.

The Trustee has full power and authority to release from the lien of the Trust Indenture, in the manner and subject to the conditions as the Trustee deems proper, such portion of the Mortgaged Property that has become unfit or unnecessary for use. The proceeds from all sales of such Mortgaged Property which, within ninety (90) days after receipt, are not invested in other property which becomes subject to the lien of the Trust Indenture will be deposited in the Operation and Reserve Fund.

## **Events of Default and Remedies**

Events of Default. The following are each an “event of default” under the Trust Indenture:

- (i) Default in the payment on the due date of the interest on any Bond outstanding under the Trust Indenture;
- (ii) Default in the payment on the due date of the principal of or premium on any such Bond, whether at the stated maturity thereof, or upon proceedings for the redemption thereof, or upon the maturity thereof by declaration;
- (iii) Default in the performance or observance of any other of the covenants or agreements of the Building Corporation in the Trust Indenture or in the Bonds, and the continuance thereof for a period of sixty (60) days after written notice thereof to the Building Corporation by the Trustee;
- (iv) The Building Corporation: (a) admits in writing its inability to pay its debts generally as they become due, (b) files a petition in bankruptcy, (c) makes an assignment for the benefit of its creditors, or (d) consents to or fails to contest the appointment of a receiver or trustee for itself or of the whole or any substantial part of the Mortgaged Property;
- (v) (a) The Building Corporation is adjudged insolvent by a court of competent jurisdiction; (b) the Building Corporation, on a petition in bankruptcy filed against the Building Corporation, is adjudged a bankrupt; or (c) an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Building Corporation, a receiver or trustee of the Building Corporation or of the whole or any substantial part of the Mortgaged Property, and any of the aforesaid adjudications, orders, judgments or decrees is not vacated, set aside or stayed within sixty (60) days from the date of entry thereof;
- (vi) Any judgment is recovered against the Building Corporation or any attachment or other court process issues that becomes or creates a lien upon any of its property, and such judgment, attachment or court process is not discharged or effectually secured within sixty (60) days;

- (vii) The Building Corporation files a petition under the provisions of the United States Bankruptcy Code, or files an answer seeking the relief provided in said Bankruptcy Code;
- (viii) A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against the Building Corporation under the provisions of said Bankruptcy Code, and such judgment, order or decree is not vacated, set aside or stayed within one hundred twenty (120) days from the date of the entry thereof;
- (ix) Under the provisions of any other law now or hereafter existing for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the Building Corporation or of the whole or any substantial part of the Mortgaged Property, and such custody or control is not terminated within one hundred twenty (120) days from the date of assumption of such custody or control;
- (x) Failure of the Building Corporation to bring suit to mandate the School Corporation to levy a tax to pay the rental provided in the Lease, or such other action to enforce the Lease as is reasonably requested by the Trustee, if such rental is more than sixty (60) days in default; o
- (xi) Any default occurs under the Lease.

Remedies. In the case of the happening and continuance of any of the events of default, the Trustee, by notice in writing mailed to the Building Corporation, may, and upon written request of the registered owners of twenty-five percent (25%) in principal amount of the Bonds then outstanding under the Trust Indenture must, declare the principal of all such Bonds, and the interest accrued thereon, immediately due and payable. However, the registered owners of a majority in principal amount of all outstanding Bonds, by written notice to the Building Corporation and to the Trustee, may annul each declaration and destroy its effect at any time before any sale under the Trust Indenture if all agreements with respect to which default has been made are fully performed and all such defaults are cured, and all arrears of interest upon all Bonds outstanding and the reasonable expenses and charges of the Trustee, the Registrar and Paying Agent, its agents and attorneys, and all other indebtedness secured by the Trust Indenture, except the principal of any Bonds not then due by their terms and interest accrued thereon since the then last Interest Payment Date, are paid or the amount thereof is paid to the Trustee for the benefit of those entitled thereto. Interest shall be payable on overdue principal at the rate of interest set forth in each Bond.

Upon the occurrence of one or more events of default, the Building Corporation, upon demand of the Trustee, must surrender to the Trustee the actual possession of all the Mortgaged Property. In such event, the Trustee may, but is under no obligation to: (i) hold, operate and manage the same, and from time to time to make all needed repairs and such extensions, additions or improvements as the Trustee deems wise; (ii) receive the rents, revenues, issues, earnings, income, profits and proceeds thereof and out of the same pay all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the Trustee, its agents and counsel, any charges of the Trustee, the Registrar and Paying Agent under the Trust Indenture, any taxes and assessments and other charges prior to the lien of the Trust Indenture which the Trustee may deem it wise to pay, and all expenses in connection therewith; and (iii) apply the remainder of the moneys so received by the Trustee, first, to the payment of the installments of interest which are due and unpaid in the order of their maturity, and next, if the principal of the Bonds is due, to the payment of the principal thereof and the accrued interest thereon pro rata, without any preference or priority whatsoever except as aforesaid. Whenever all that is due upon the Bonds outstanding under the Trust Indenture and installments of interest and under any of the terms of the Trust Indenture have been

paid, and all defaults made good, the Trustee will surrender possession to the Building Corporation, its successors or assigns.

Upon the occurrence of any one or more events of default, the Trustee may, if at the time such action is lawful, sell all the Mortgaged Property as an entirety, or in such parts or parcels as the registered owners of a majority in principal amount of the Bonds outstanding under the Trust Indenture may in writing request, or in the absence of such request as the Trustee may determine, at public auction.

In case of the happening and continuance of any event of default, the Trustee may, and will upon the written request of the registered owners of at least twenty-five percent (25%) in principal amount of the Bonds then outstanding under the Trust Indenture and upon being indemnified to its reasonable satisfaction, proceed to protect and enforce its rights and the rights of the registered owners of the Bonds by suit or suits in equity or at law, in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained in the Trust Indenture or in aid of any power granted in the Trust Indenture, or for any foreclosure of or under the Trust Indenture, or for the enforcement of any other appropriate legal or equitable remedy. Notwithstanding anything contained in the Trust Indenture to the contrary, upon the occurrence and continuance of an Event of Default, before taking any foreclosure action or any action which may subject the Trustee to liability under any law, statute, regulation or similar requirement relating to the environment, the Trustee may require that a satisfactory indemnity bond, indemnity or environmental impairment insurance be furnished for the payment or reimbursement of all expenses to which it may be put and to protect it against all liability resulting from any claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability) and expenses which may result from such foreclosure or other action.

Application of Proceeds from Sale of Mortgaged Property. The proceeds of any sale, together with any other amounts of cash which may then be held by the Trustee as a part of the Mortgaged Property, will be applied as follows:

- (i) to the payment of all costs and expenses of sale, and of all costs of the suit or suits wherein such sale may have been ordered and to the creation of a reserve for anticipated fees, costs and expenses;
- (ii) to the payment of all other expenses of the trust created by the Trust Indenture, with interest thereon at the highest rate of interest on any of the Bonds issued under the Trust Indenture when sold, whether or not then outstanding;
- (iii) to the payment of all the principal and accumulated and unpaid interest on the Bonds then outstanding under the Trust Indenture in full, if said proceeds are sufficient, but if not sufficient, then to the payment thereof ratably without preference or priority of any one Bond over any other or of interest over principal, or of principal over interest, or of any installment of interest over any other installment of interest; and
- (iv) any surplus thereof remaining, to the Building Corporation, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

Limitation on Rights of Bondholders. No owner of any Bond outstanding under the Trust Indenture has the right to institute any proceeding at law or in equity for the foreclosure of the Trust Indenture, or for the appointment of a receiver, or for any other remedy under the Trust Indenture, without first giving notice in writing to the Trustee of the occurrence and continuance of an event of default, and unless the registered owners of at least twenty-five percent (25%) in principal amount of the then outstanding Bonds have made

written request to the Trustee and have offered it reasonable opportunity either to proceed to exercise the powers granted under the Trust Indenture or to institute such action, suit or proceeding in its own name, and without also having offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred by the Trustee; and such notice, request and offer of indemnity may be required by the Trustee as conditions precedent to the execution of the powers and trusts of the Trust Indenture or to the institution of any suit, action or proceeding at law or in equity for the foreclosure thereof, for the appointment of a receiver, or for any other remedy under the Trust Indenture, or otherwise, in case of any such default. No one or more registered owners of the Bonds outstanding under the Trust Indenture has any right in any manner whatsoever to affect, disturb or prejudice the lien of the Trust Indenture by such owner's or owners' action, or to enforce any right thereunder except in the manner therein provided, and all proceedings at law or in equity must be instituted, had and maintained in the manner therein provided, and for the equal benefit of all registered owners of outstanding Bonds. However, the right of any registered owner of any Bond outstanding under the Trust Indenture to receive payment of the principal of and interest on such Bond on or after the respective due dates therein expressed, or to institute suit for the recovery of any such payment on or after such respective dates, will not be impaired or affected without the consent of such registered owner.

No recourse under or upon any obligation, covenant or agreement contained in the Trust Indenture or in any Bond secured thereby, or because of the creation of any indebtedness thereby secured, may be had against any incorporator, member, officer, director, employee, or agent, present or future, of the Building Corporation or of any successor Building Corporation, either directly or through the Building Corporation, by the enforcement of any assessment or by any legal or equitable proceeding or by virtue of any statute or otherwise.

### **Supplemental Indentures**

The Building Corporation, Trustee, and the Registrar and Paying Agent may, without notice to or consent of any Bondholder, enter into supplemental indentures:

- (i) to cure any ambiguity or formal defect or omission in the Trust Indenture, or in any supplemental indenture; or
- (ii) to grant to or confer upon the Trustee, for the benefit of the registered owners, any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the registered owners or the Trustee; or
- (iii) to provide for the issuance of Additional Bonds as provided in the Trust Indenture, or
- (iv) to procure a rating on the Bonds from a nationally recognized securities rating agency designated in such supplemental indenture, if such supplemental indenture will not adversely affect the owners of the Bonds; or
- (v) to secure or maintain bond insurance with respect to the Bonds; or
- (vi) to provide for the refunding or advance refunding of the Bonds; or
- (vii) to evidence the appointment of a separate or co-trustee or the succession of a new Trustee or Paying Agent; or
- (viii) to make any other change which, in the determination of the Building Corporation

and the School Corporation in their sole discretion, is not to the prejudice of the owners of the Bonds.

In addition, the registered owners of not less than 66-2/3% in aggregate principal amount of the Bonds then outstanding under the Trust Indenture may consent to and approve supplemental indentures as are deemed necessary or desirable by the Building Corporation for the purpose of modifying or amending in any particular any of the terms or provisions contained in the Trust Indenture or in any supplemental indenture; provided, however, that such supplemental indenture does not effect:

- (i) an extension of the maturity of the principal of or interest or premium, if any, on any Bond, or an advancement of the earliest redemption date on any Bond, without the consent of the holder of each Bond so affected; or
- (ii) a reduction in the principal amount of any Bond or the rate of interest thereon or the premium payable upon redemption thereof, or a change in the monetary medium in which such amounts are payable, without the consent of the holder of each Bond so affected; or
- (iii) the creation of a lien upon the Mortgaged Property ranking prior to or on a parity with the lien created by the Trust Indenture, without the consent of the holders of all Bonds then outstanding; or
- (iv) a preference or priority of any Bond over any other Bond, without the consent of the holders of all Bonds then outstanding; or
- (v) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture, without the consent of the holders of all Bonds then outstanding.

Notwithstanding the foregoing, the rights, duties and obligations of the Building Corporation and of the registered owners of the Bonds, and the terms and provisions of the Bonds and the Trust Indenture, or any supplemental indenture, may be modified or amended in any respect with the consent of the Building Corporation and the consent of the registered owners of all the Bonds then outstanding under the Trust Indenture.

### **Defeasance**

If, when the Bonds outstanding under the Trust Indenture or a portion thereof have become due and payable in accordance with their terms or have been duly called for redemption or irrevocable instructions to call such Bonds or any portion thereof for redemption have been given by the Building Corporation to the Trustee, and the whole amount of the principal, premium, if any, and the interest so due and payable upon such Bonds or any portion thereof then outstanding are paid or (i) sufficient money, or (ii) noncallable Government Obligations, the principal of and the interest on which when due, without reinvestment, will provide sufficient money, or (iii) a combination thereof, are held for such purpose under the provisions of the Trust Indenture, and provision is also made for paying all Trustee's and Paying Agents' fees and expenses and other sums payable under the Trust Indenture by the Building Corporation, the Building Corporation shall be released from all liability on such Bonds or portion thereof and such Bonds shall no longer be deemed to be outstanding under the Trust Indenture. In the event the foregoing applies to all Bonds secured by the Trust Indenture, the right, title and interest of the Trustee will thereupon cease, determine and become void.

Upon any such termination of the Trustee's title, on demand of the Building Corporation, the Trustee will turn over to the Building Corporation or to such officer, board or body as may then be entitled by law to receive the same, any surplus in the Sinking Fund and in the Operation and Reserve Fund and all balances remaining in any other funds or accounts, other than moneys and obligations held for the redemption or payment of the Bonds.

## **SUMMARY OF CERTAIN PROVISIONS OF THE LEASE**

**THE FOLLOWING IS A BRIEF SUMMARY OF CERTAIN PROVISIONS CONTAINED IN THE LEASE. THIS SUMMARY DOES NOT PURPORT TO BE A COMPREHENSIVE DESCRIPTION AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE LEASE. CAPITALIZED TERMS NOT DEFINED IN THIS SUMMARY WILL HAVE THE MEANINGS SET FORTH ELSEWHERE IN THIS OFFICIAL STATEMENT.**

### **General, Term and Rent**

The School Corporation leases the Leased Premises in accordance with the Lease. Except upon the occurrence and continuation of an event of default under the Lease, the term of the Lease will end on December 31, 20\_\_\_. The School Corporation may renew for a further like or lesser term upon the same or like conditions established in the Lease.

The Lease provides that the School Corporation will pay as further rental for the Leased Premises all taxes and assessments levied against or on account of the Leased Premises or the receipt of lease rental payments, and amounts required to be paid, after taking into account other available money, to the United States government to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Code.

### **Operation, Maintenance and Repair of Leased Premises**

The Lease provides that the School Corporation will operate, maintain and repair the Leased Premises in good repair, working order and condition at its own expense. At the end of the term of the Lease, the School Corporation will deliver the Leased Premises subject to the Lease to the Building Corporation in as good condition as at the beginning of the term of this Lease, reasonable wear and tear excepted.

The School Corporation may, at its own expense, install on any of the Leased Premises personal property which is not an addition or improvement to, modification of or substitution for the facilities comprising the Leased Premises, which will be the sole property of the School Corporation and in which the Building Corporation will have no interest. This additional property of the School Corporation may be modified or removed at any time if the School Corporation is not in default under the Lease.

### **Insurance**

The School Corporation, at its own expense, will keep the Leased Premises insured against physical loss or damage in an amount at least equal to one hundred percent (100%) of the full replacement cost of the Leased Premises, with such exceptions as are ordinarily required by insurers of similar facilities. During the full term of the Lease, the School Corporation will also, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage with references to the Leased Premises in an amount not less than Three Million Dollars (\$3,000,000) CSL on account of each occurrence. The School Corporation will also, at its own expense, maintain rent or rental value insurance in an amount equal to the full rental value of the Leased Premises for a period of two (2) years against physical loss or damage.

### **Damage and Destruction of Leased Premises; Abatement of Rent**

The Lease provides that, in the event the Leased Premises are partially or totally destroyed, whether by fire or any other casualty, so as to render the same unfit, in whole or part, for use by the School Corporation: (i) it will then be the obligation of the Building Corporation to restore and rebuild the Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Building Corporation excepted; provided, the Building Corporation will not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by the Building Corporation from the insurance provided for in the Lease, and provided further, the Building Corporation will not be required to rebuild or restore the Leased Premises if the School Corporation instructs the Building Corporation not to undertake such work because the School Corporation anticipates that either the cost of such work exceeds the amount of insurance proceeds and other amounts available for such purpose, or the work cannot be completed within the period covered by rental value insurance; and (ii) if there is in force on the date of partial or total destruction or taking the property damage insurance and rental value insurance as described in the immediately preceding paragraph, then the Rent will be abated, for the period during which the Leased Premises or any part thereof is unfit for use by the School Corporation, in proportion to the percentage of the area of the Leased Premises which is unfit for use by the School Corporation as it relates to the entire Leased Premises. If the School Corporation so instructs the Building Corporation not to undertake such work, the School Corporation will use the insurance proceeds and other amounts available to exercise its option to purchase under the Lease. (See "Option to Purchase Leased Premises" below)

In certain circumstances, proceeds of insurance may be used for redemption of Bonds. See "SUMMARY OF CERTAIN PROVISIONS OF THE TRUST INDENTURE--Insurance--Use of Proceeds from Insurance" in this Official Statement.

### **Option to Purchase Leased Premises**

The School Corporation has the right and option, on any date prior to the expiration of the Lease, to purchase the Leased Premises subject to the Lease at a price equal to the amount required to enable the Building Corporation to pay or defease all indebtedness related to the Leased Premises, including the Bonds as determined by the Building Corporation and the Trustee, and to enable the Building Corporation to liquidate, if the Building Corporation is to be liquidated, by paying the expense and charges of liquidation, and to pay the cost of transferring the Leased Premises.

### **Transfer of Ownership to School Corporation**

In the event the School Corporation has not exercised its option to purchase all of the Leased Premises, or its option to renew the Lease, then upon expiration of the Lease and full performance by the School Corporation of its obligations under the Lease, the Leased Premises subject thereto will become the absolute property of the School Corporation.

### **Defaults**

The Lease provides that if the School Corporation defaults (i) in the payment of any rentals or other sums payable to the Building Corporation under the Lease, or (ii) in the observance of any other covenant, agreement or condition thereof and such default continues for ninety (90) days after written notice to correct the same, the Building Corporation may protect and enforce its rights by suit in equity or at law in any court of competent jurisdiction, or may authorize or delegate the authority to file a suit, or the Building Corporation at its option and without further notice, may terminate the estate and interest of the School Corporation thereunder, and the Building Corporation may resume possession of the Leased Premises. The exercise by the Building Corporation of its right to terminate the Lease will not release the School

Corporation from the performance of any obligation under the Lease maturing prior to actual entry into possession by the Building Corporation.

## **TAX MATTERS**

In the opinion of Barnes & Thornburg LLP, Indianapolis, Indiana (“Bond Counsel”), under existing laws, interest on the 2025 Refunding Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the 2025 Refunding Bonds (the “Code”). The opinion of Bond Counsel is based on certain certifications, covenants and representations of the Building Corporation and the School Corporation and is conditioned on continuing compliance therewith. In the opinion of Bond Counsel under existing laws, interest on the 2025 Refunding Bonds is exempt from income taxation in the State of Indiana for all purposes except the State financial institutions tax. See Appendix B for the form of opinion of Bond Counsel.

The Code imposes certain requirements which must be met subsequent to the issuance of the 2025 Refunding Bonds as a condition to the exclusion from gross income of interest on the 2025 Refunding Bonds for federal income tax purposes (collectively, the “Tax Covenants”). Noncompliance with such requirements may cause interest on the 2025 Refunding Bonds to be included in the gross income for federal tax purposes retroactive to the date of issue, regardless of the date on which noncompliance occurs. Should the 2025 Refunding Bonds bear interest that is not excluded from gross income for federal income tax purposes, the market value of the 2025 Refunding Bonds would be materially and adversely affected. It is not an event of default if interest on the 2025 Refunding Bonds is not excludable from gross income for federal tax purposes pursuant to any provision of the Code which is not in effect on the date of issuance of the 2025 Refunding Bonds.

The interest on the 2025 Refunding Bonds is not a specific preference item for purposes of the federal alternative minimum tax. However, such interest is included in the “adjusted financial statement income” of certain corporations that are subject to the alternative minimum tax.

Indiana Code 6-5.5, as amended, imposes a franchise tax on certain taxpayers (as defined in Indiana Code 6-5.5, as amended) which, in general, include all corporations which are transacting the business of a financial institution in Indiana. The franchise tax is measured in part by interest excluded from gross income under Section 103 of the Code minus associated expenses disallowed under Section 265 of the Code.

Although Bond Counsel will render an opinion that interest on the 2025 Refunding Bonds is excluded from gross income for federal tax purposes and exempt from State income tax, the accrual or receipt of interest on the 2025 Refunding Bonds may otherwise affect an owner’s federal or state tax liability. The nature and extent of these other tax consequences will depend upon the owner’s particular tax status and an owner’s other items of income or deduction. Bond Counsel expresses no opinion regarding any other such tax consequences. Prospective purchasers of the 2025 Refunding Bonds should consult their own tax advisors with regard to the other tax consequences of owning the 2025 Refunding Bonds.

The foregoing does not purport to be a comprehensive description of all of the tax consequences of owning the 2025 Refunding Bonds. Prospective purchasers of the 2025 Refunding Bonds should consult their own tax advisors with respect to the foregoing and other tax consequences of owning the 2025 Refunding Bonds.

## **ORIGINAL ISSUE DISCOUNT**

The initial public offering prices of the 2025 Refunding Bonds maturing on \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (collectively the “Discount Bonds”), are less than the principal amount payable at maturity. As

a result the Discount Bonds will be considered to be issued with original issue discount. The difference between the initial public offering price of the Discount Bonds, as set forth on the cover page of this Official Statement (assuming it is the first price at which a substantial amount of that maturity is sold) (the “Issue Price” for such maturity), and the amount payable at maturity of the Discount Bonds will be treated as “original issue discount.” The original issue discount on each of the Discount Bonds is treated as accruing daily over the term of such 2025 Refunding Bond on the basis of the yield to maturity determined on the basis of compounding at the end of each six-month period (or shorter period from the date of the original issue) ending on January 15 and July 15 (with straight line interpolation between compounding dates). An owner who purchases a Discount Bond in the initial public offering at the Issue Price for such maturity will treat the accrued amount of original issue discount as interest which is excludable from the gross income of the owner of that Discount Bond for federal income tax purposes.

Section 1288 of the Code provides, with respect to tax-exempt obligations such as the Discount Bonds, that the amount of original issue discount accruing each period will be added to the owner’s tax basis for the Discount Bonds. Such adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Discount Bonds (including sale, redemption or payment at maturity). Owners of Discount Bonds who dispose of Discount Bonds prior to maturity should consult their tax advisors concerning the amount of original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or other disposition of such Discount Bonds prior to maturity.

The original issue discount that accrues in each year to an owner of a Discount Bond may result in certain collateral federal income tax consequences. Owners of any Discount Bonds should be aware that the accrual of original issue discount in each year may result in a tax liability from these collateral tax consequences even though the owners of such Discount Bonds will not receive a corresponding cash payment until a later year.

Owners who purchase Discount Bonds in the initial public offering but at a price different from the Issue Price for such maturity should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds.

The Code contains certain provisions relating to the accrual of original issue discount in the case of subsequent purchasers of bonds such as the Discount Bonds. Owners who do not purchase Discount Bonds in the initial offering should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds.

Owners of Discount Bonds should consult their own tax advisors with respect to the state and local tax consequences of owning the Discount Bonds. It is possible under the applicable provisions governing the determination of state or local income taxes that accrued interest on the Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment until a later year.

### **AMORTIZABLE BOND PREMIUM**

The initial public offering prices of the 2025 Refunding Bonds maturing on \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (collectively, the “Premium Bonds”), are greater than the principal amount payable at maturity or earlier call date. As a result, the Premium Bonds will be considered to be issued with amortizable bond premium (the “Bond Premium”). An owner who acquires a Premium Bond in the initial public offering will be required to adjust the owner’s basis in the Premium Bond downward as a result of the amortization of the Bond Premium, pursuant to Section 1016(a)(5) of the Code. Such adjusted tax basis will be used to determine taxable gain or loss upon the disposition of the Premium Bonds (including sale, redemption or payment at maturity). The amount of amortizable Bond Premium will be computed on the basis of the taxpayer’s yield to maturity, with compounding at the end of each accrual period. Rules of determining (i) the amount of amortizable Bond Premium and (ii) the amount amortizable in a particular year are set forth at Section 171(b)

of the Code. No income tax deduction for the amount of amortizable Bond Premium will be allowed pursuant to Section 171(a)(2) of the Code, but amortization of Bond Premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining other tax consequences of owning the Premium Bonds. Owners of the Premium Bonds should consult their tax advisors with respect to the precise determination for federal income tax purposes of the treatment of Bond Premium upon the sale or other disposition of such Premium Bonds and with respect to the state and local tax consequences of owning and disposing of the Premium Bonds.

Special rules governing the treatment of Bond Premium, which are applicable to dealers in tax-exempt securities, are found at Section 75 of the Code. Dealers in tax-exempt securities are urged to consult their own tax advisors concerning the treatment of Bond Premium.

## **LEGAL OPINIONS AND ENFORCEABILITY OF REMEDIES**

The various legal opinions to be delivered concurrently with the delivery of the 2025 Refunding Bonds express the professional judgment of the attorneys rendering the opinions on the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

The enforceability of the rights and remedies of the Trustee or the registered owners of the 2025 Refunding Bonds and the availability of remedies to any party seeking to enforce the rights available thereunder and under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the federal bankruptcy code), the enforceability of the rights and remedies under the 2025 Refunding Bonds and the Indenture and the availability of remedies to any party seeking to enforce the rights thereunder may be limited. Under federal and State environmental laws, certain liens may be imposed on property of the Building Corporation or the School Corporation from time to time, but neither the Building Corporation nor the School Corporation has any reason to believe, under existing law, that any such lien would have priority over the lien on the property taxes pledged to the owners of the 2025 Refunding Bonds.

The various legal opinions to be delivered concurrently with the delivery of the 2025 Refunding Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by the valid exercise of the constitutional powers of the State of Indiana and the United States of America and bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). These exceptions would encompass any exercise of federal, State or local police powers (including the police powers of the School Corporation and the State), in a manner consistent with the public health and welfare. The enforceability of the 2025 Refunding Bonds, the Indenture and the Lease and the availability of remedies to a party seeking to enforce the lien on the trust estate in a situation where such enforcement or availability may adversely affect public health and welfare may be subject to these police powers.

## **CONTINUING DISCLOSURE**

Pursuant to continuing disclosure requirements promulgated by the Securities and Exchange Commission in Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule"), the School Corporation will enter into a Continuing Disclosure Contract. The form of the Continuing Disclosure Contract is set forth as Appendix C. No person, other than the School Corporation, has undertaken, or is otherwise expected, to provide continuing disclosure with respect to the Bonds.

In order to assist the Underwriter in complying with the Underwriter's obligations pursuant Rule, the School Corporation represents that in the previous five years it has not failed to comply, in all material respects, with its previous undertakings. The School Corporation utilizes Baker Tilly Municipal Advisors, LLC as dissemination agent.

## **UNDERWRITING**

The 2025 Refunding Bonds are being purchased, subject to certain conditions, by Stifel, Nicolaus & Company, Incorporated, as the underwriter (the "Underwriter"). The Underwriter has agreed to purchase all, but not less than all, of the 2025 Refunding Bonds at an aggregate amount of \$\_\_\_\_\_ which includes an Underwriter's discount of \$\_\_\_\_\_ and net original issue discount/premium of \$\_\_\_\_\_.

The Underwriter may offer and sell the 2025 Refunding Bonds to certain dealers (including dealers depositing the 2025 Refunding Bonds into unit investment trusts, certain of which may be sponsored or managed by the Underwriter) at prices lower than the initial public offering prices stated on the cover page. The initial public offering prices of the 2025 Refunding Bonds may be changed, from time to time, by the Underwriter.

The Underwriter and its affiliates comprise a full service financial institution engaged in activities which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. The Underwriter and its affiliates may have provided, and may in the future provide, a variety of these services to the School Corporation and to persons and entities with relationships with the School Corporation, for which they received or will receive customary fees and expenses.

In the ordinary course of these business activities, the Underwriter and its affiliates may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the School Corporation (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the School Corporation.

The Underwriter and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire such assets, securities and instruments. Such investment and securities activities may involve securities and instruments of the School Corporation.

## **RATINGS**

S&P Global Ratings ("S&P") has assigned a rating of "AA+" to the 2025 Refunding Bonds based upon the Indiana State Intercept Program (see "Intercept Program" above). S&P has also assigned an Issuer Credit rating to the 2025 Refunding Bonds of "AA-". Such ratings reflect only the view of S&P and any explanation of the significance of such ratings may be obtained from S&P.

Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that any rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by such rating agency

if in the judgment of such rating agency circumstances so warrant. Any such downward revision or withdrawal of the rating may have an adverse effect on the market price of the 2025 Refunding Bonds. No other ratings have been applied for by the School Corporation or the Building Corporation.

Such ratings are not to be construed as a recommendation of the rating agency to buy, sell or hold the 2025 Refunding Bonds, and the rating assigned by any rating agency should be evaluated independently. Except as may be required by the undertaking described under the heading “Continuing Disclosure” none of the Building Corporation, the School Corporation or the Underwriter undertakes responsibility to bring to the attention of the owners of the 2025 Refunding Bonds any proposed change in or withdrawal of such ratings or to oppose any such revision or withdrawal.

Neither the Building Corporation nor the School Corporation has applied for any other rating or to any other rating service for a rating on the 2025 Refunding Bonds.

### **MUNICIPAL ADVISOR**

LWG CPAs & Advisors (the “Municipal Advisor”) has been retained by the School Corporation to provide certain municipal advisory services to the School Corporation and, in that capacity, has assisted the School Corporation in preparing this Official Statement. The information contained in the Official Statement has been compiled from the sources stated or, if not otherwise sourced, from records and other materials provided by the School Corporation. The Municipal Advisor makes no representation, warranty or guarantee regarding the accuracy or completeness of the information in this Official Statement, and its assistance in preparing this Official Statement should not be construed as a representation that it has independently verified such information.

The Municipal Advisor’s duties, responsibilities and fees arise solely as Municipal Advisor to the School Corporation, and it has no secondary obligations or other responsibility. The Municipal Advisor’s fees are expected to be paid from proceeds of the 2025 Refunding Bonds. The Municipal Advisor provides certain specific municipal advisory services to the School Corporation but it is neither a placement agent to the School Corporation nor a broker/dealer.

### **STATEMENT OF ISSUER**

The information and descriptions of documents included in this Official Statement do not purport to be complete and are expressly made subject to the exact provisions of the complete documents. Prospective purchasers of the 2025 Refunding Bonds are referred to the documents for details of all terms and conditions thereof relating to the Leased Premises and the 2025 Refunding Bonds.

Neither this Official Statement, nor any statement which may have been made orally or in writing is to be construed as a contract with the owners of any of the 2025 Refunding Bonds. Any statements in this Official Statement involving matters of opinion whether or not expressly so stated, are intended as such and not as representations of fact.

During the initial offering period for the 2025 Refunding Bonds, copies of the forms of the Lease and Indenture may be obtained from the Public Finance Department of Stifel, Nicolaus & Company, Incorporated, 201 N. Illinois Street, Suite 350, Indianapolis, Indiana 46204, upon request.

This Official Statement has been authorized and approved by the Building Corporation and is deemed to be nearly final in form. The Building Corporation will provide the Underwriter with sufficient copies of the Official Statement in a timely manner to be distributed to the purchasers of the 2025 Refunding Bonds.

**VALPARAISO 21<sup>st</sup> CENTURY SCHOOL BUILDING  
CORPORATION**

By: \_\_\_\_\_  
James Doane, President

## **APPENDIX A**

### **VALPARAISO COMMUNITY SCHOOLS, PORTER COUNTY, INDIANA**

#### **GENERAL INFORMATION**

##### **General**

Valparaiso Community Schools, Porter County, Indiana (the “School Corporation”), was established in 1874 and is charged with the responsibility of providing public school education to the children within its boundaries and encompasses approximately 16 square miles.

The School Corporation serves Center Township and the City of Valparaiso in Porter County, Indiana. The School Corporation is approximately 55 miles southeast of Chicago and 15 miles south of Lake Michigan.

The School Board governs the School Corporation and consists of five (5) members who live within the School Corporation boundaries and are appointed to serve four (4) year terms.

##### **School Board**

	<u>Role</u>	<u>Term Expiration</u>
Erika Watkins	President	6/30/2029
Karl Cender	Member	6/30/2027
Kaye Frataccia-Seibert	Secretary	6/30/2026
Ashley Kruse	Vice-President	6/30/2028
John Peluso	Member	6/30/2029
Dr. Jim McCall	Superintendent	6/30/2028

*Source: School Corporation*

##### **Personnel**

<u>Staffing Category</u>	<u>Full Time</u>	<u>Part Time</u>
Administration	38	0
Teachers/Counselors/Librarians	403	1
Secretarial/Clerical/Computer Technicians	42	4
Subs/Hourly Workers	0	225
Maintenance/Custodial	63	0
Food Service/Cafeteria	10	29
Nurses/Paraprofessionals	25	143
School Bus Drivers/Monitors	20	35
Total	<u>601</u>	<u>437</u>

*Source: School Corporation*

## **Educational Facilities and Programs**

The School Corporation consists of eight (8) elementary schools, two (2) middle schools, one (1) high school, and the Porter County Career Center.

<u>School</u>	<u>Grades</u>	<u>Year Opened</u>	<u>Additions/ Renovations</u>
Central Elementary School	K-5	1939	1963, 1974, 1983, 2018
Cooks Corners Elementary School	K-5	1967	1974, 1983, 1994, 2018
Flint Lake Elementary School	K-5	1993	2018
Heavilin Elementary School	K-5	2018	
Memorial Elementary School	K-5	1957	1990, 1996, 2018
Northview Elementary School	K-5	1952	1957, 1980, 1983, 2017
Parkview Elementary School	K-5	1956	1958, 1984, 2017
Thomas Jefferson Elementary School	K-5	1963	1964, 1974, 1983, 2017
Benjamin Franklin Middle School	6-8	1927	1954, 1965, 1969, 1978, 1988, 2001
Thomas Jefferson Middle School	6-8	1962	1976, 1988, 2001
Valparaiso High School	9-12	1972	1978, 1988, 1993, 2017
Hayes-Leonard School/VALE	9-12	1930	1955, 1964, 1974, 1978, 1983

*Source: School Corporation*

## **Enrollment for the School Corporation**

<u>Year</u>	<u>Actual Enrollment</u>	<u>Percent Change</u>	<u>Year</u>	<u>Projected Enrollment</u>	<u>Percent Change</u>
2024-2025	6,325	(1.80%)	2029-2030	6,350	0.08%
2023-2024	6,441	0.55%	2028-2029	6,345	0.08%
2022-2023	6,406	0.25%	2027-2028	6,340	0.00%
2021-2022	6,390	2.06%	2026-2027	6,340	(0.08%)
2020-2021	6,261		2025-2026	6,345	

*Source: Actual enrollment figures are from the 2024 annual information continuing disclosure report; projections are from the School Corporation.*

## **FINANCIAL AND DEBT INFORMATION**

### **Financial Statements for the School Corporation**

The School Corporation is audited biannually by the Indiana State Board of Accounts (the “SBOA”). The School Corporation maintains its system of accounts on a cash basis, as prescribed by the SBOA in the “Accounting Manual for Indiana Schools” (Revised 1999). Financial Reports (Form 9) are filed biannually with the Indiana Department of Education. The most recent audit by the SBOA was filed on March 25, 2024 for the period from July 1, 2021 to June 30, 2023.

The School Corporation currently maintains three (3) principal funds: Education, Debt Service and Operations.

Prior to December 31, 2018, the School Corporation maintained six principal state or tax supported funds: the General Fund, the Debt Service Fund, the Pension Bond Repayment Fund, the Capital Projects Fund, the Transportation Operating Fund, and the Transportation Bus Replacement Fund. The Referendum Levy Fund was approved by the voters in 2012, extended in 2019 and will remain in place through December, 2027 unless extended again by voter approval.

The General Fund was used for the operation and maintenance of the School Corporation and for any other lawful expenses payable from the General Fund. The Debt Service Fund was used for the payment of all debt, including lease rental obligations and other obligations to repay funds borrowed or advanced for the purchase or construction of, or addition to, school buildings. The Pension Bond Repayment Fund was used for the payment of all debt incurred to satisfy the School Corporation's unfunded pension liabilities. The Capital Projects Fund was used for land acquisition, site improvement, construction or purchase of school buildings and equipment, and remodeling or repairing school buildings, all for school classroom purposes. The Transportation Operating and Bus Replacement Funds were to be used exclusively for the payment of costs of transporting students and purchasing school buses, respectively. The Referendum Levy Fund can be used for any lawful school purpose and is currently used to pay costs associated with personnel costs for instructional staff.

In 2017, the Indiana General Assembly enacted the Fund Law. The Fund Law modified, repealed and created certain school corporation funds. Effective January 1, 2019, the Fund Law eliminated the General Fund and replaced the General Fund, in part, with an Education Fund. The Education Fund, which is primarily funded through state tuition support, is to be used for expenditures related to student instruction and learning. Additionally, the Fund Law created an Operations Fund to replace, in part, the General Fund and, in whole, the Capital Projects Fund, the Transportation Fund, the Art Association Fund, the Historical Society Fund, the Public Playground Fund, the Bus Replacement Fund and the Racial Balance Fund. The Operations Fund is used to pay the expenditures of the aforementioned previously existing funds and the portions of operational expenses not paid for by the Education Fund. Under the Fund Law, a school corporation's property tax levy for its Operations Fund replaces the authority of the school corporation to impose all other property tax levies, except for debt services levies or levies approved by referenda.

#### **State of Indiana Payments to the School Corporation**

<u>Year</u>	<u>State Payments</u>
2024	\$54,487,732
2023	55,549,159
2022	48,041,379
2021	45,052,372
2020	43,581,782

*Source: School Corporation Financial Reports (Form 9)*

**Schedule of Cash Balances by Fund for the School Corporation as of December 31**

<u>Fund</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
Education	\$15,955,378	\$13,552,884	\$12,026,519	\$10,598,997	\$8,987,672
Operating Referendum Tax Levy Fund	3,138,334	3,826,654	4,758,861	4,708,774	3,887,355
Debt Service	2,361,292	2,167,677	2,114,572	2,277,197	2,262,208
Retirement/Severance	751,391	707,348	562,171	512,602	411,506
Referendum Fund - Exempt Capital Fund	1,923,064	1,979,309	1,870,578	1,721,759	1,599,672
Operations	10,091,840	9,861,820	10,636,563	10,564,165	10,847,359
All Other Funds	<u>23,652,052</u>	<u>23,831,980</u>	<u>23,966,182</u>	<u>23,053,460</u>	<u>23,478,474</u>
Total	<u>\$57,873,351</u>	<u>\$55,927,672</u>	<u>\$55,935,446</u>	<u>\$53,436,954</u>	<u>\$51,474,246</u>

Source: School Corporation Financial Reports (Form 9)

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**Receipts and Disbursements for the School Corporation (Property Tax Supported Funds Only)**

The schedule on the following page reflects the activity in each of the major, property tax supported funds for the calendar years 2020-2024 as shown in their School Corporation Annual Financial Report (Form 9).

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
<b><u>Education</u></b>					
Beginning Balance	\$13,552,884	\$12,026,519	\$10,598,997	\$8,987,672	\$7,255,048
Receipts					
Local Sources	2,363,889	2,017,591	1,333,914	1,307,974	1,360,910
State Sources	52,087,372	50,083,041	47,196,651	44,090,020	42,475,148
Federal Sources	0	6,429	5,949	3,924	0
Transfer	<u>2,114,924</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Receipts	<u>56,566,185</u>	<u>52,107,062</u>	<u>48,536,514</u>	<u>45,401,918</u>	<u>43,836,058</u>
Disbursements					
Instruction	37,275,449	33,978,174	32,526,711	29,914,227	28,334,049
Support Services	7,046,664	7,124,657	6,886,878	6,669,167	6,608,132
Community Services	1,173,071	1,137,481	959,403	871,200	825,253
Transfer	<u>8,668,509</u>	<u>8,340,384</u>	<u>6,736,000</u>	<u>6,336,000</u>	<u>6,336,000</u>
Total Disbursements	<u>54,163,692</u>	<u>50,580,696</u>	<u>47,108,992</u>	<u>43,790,593</u>	<u>42,103,434</u>
Ending Balance	<u>\$15,955,378</u>	<u>\$13,552,884</u>	<u>\$12,026,519</u>	<u>\$10,598,997</u>	<u>\$8,987,672</u>
<b><u>Operating Referendum Tax Levy Fund</u></b>					
Beginning Balance	\$3,826,654	\$4,758,861	\$4,708,774	\$3,887,355	\$3,359,621
Receipts					
Local Sources	<u>5,384,826</u>	<u>4,958,429</u>	<u>5,694,290</u>	<u>6,050,272</u>	<u>5,586,720</u>
Total Receipts	<u>5,384,826</u>	<u>4,958,429</u>	<u>5,694,290</u>	<u>6,050,272</u>	<u>5,586,720</u>
Disbursements					
Instruction	3,125,897	3,261,467	3,409,720	3,192,811	3,225,967
Support Services	2,937,578	2,483,481	2,225,996	2,028,369	1,824,656
Community Services	9,672	9,852	8,487	7,673	8,363
Transfer	<u>0</u>	<u>135,836</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Disbursements	<u>6,073,146</u>	<u>5,890,637</u>	<u>5,644,203</u>	<u>5,228,853</u>	<u>5,058,987</u>
Ending Balance	<u>\$3,138,334</u>	<u>\$3,826,654</u>	<u>\$4,758,861</u>	<u>\$4,708,774</u>	<u>\$3,887,355</u>
<b><u>Debt Service</u></b>					
Beginning Balance	\$2,167,677	\$2,114,572	\$2,277,197	\$2,262,208	\$2,387,959
Receipts					
Local Sources	<u>4,244,484</u>	<u>3,897,014</u>	<u>3,946,568</u>	<u>4,315,294</u>	<u>4,206,697</u>
Total Receipts	<u>4,244,484</u>	<u>3,897,014</u>	<u>3,946,568</u>	<u>4,315,294</u>	<u>4,206,697</u>
Disbursements	<u>4,050,869</u>	<u>3,843,910</u>	<u>4,109,193</u>	<u>4,300,305</u>	<u>4,332,448</u>
Ending Balance	<u>\$2,361,292</u>	<u>\$2,167,677</u>	<u>\$2,114,572</u>	<u>\$2,277,197</u>	<u>\$2,262,208</u>

Source: School Corporation Financial Reports (Form 9)

**Receipts and Disbursements for the School Corporation (Property Tax Supported Funds Only)**  
**(continued)**

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
<b><u>Retirement/Severance Bond Fund</u></b>					
Beginning Balance	\$707,348	\$562,171	\$512,602	\$411,506	\$283,947
Receipts					
Local Sources	1,448,812	1,557,765	1,460,392	1,510,884	1,531,988
Interfund Loan	<u>350,000</u>	<u>400,000</u>	<u>450,000</u>	<u>500,000</u>	<u>500,000</u>
Total Receipts	<u>1,798,812</u>	<u>1,957,765</u>	<u>1,910,392</u>	<u>2,010,884</u>	<u>2,031,988</u>
Disbursements					
Debt Services	1,404,769	1,412,589	1,410,823	1,409,788	1,404,428
Interfund Loan	<u>350,000</u>	<u>400,000</u>	<u>450,000</u>	<u>500,000</u>	<u>500,000</u>
Total Disbursements	<u>1,754,769</u>	<u>1,812,589</u>	<u>1,860,823</u>	<u>1,909,788</u>	<u>1,904,428</u>
Ending Balance	<u>\$751,391</u>	<u>\$707,348</u>	<u>\$562,171</u>	<u>\$512,602</u>	<u>\$411,506</u>
<b><u>Referendum Fund - Exempt Capital Fund</u></b>					
Beginning Balance	\$1,979,309	\$1,870,578	\$1,721,759	\$1,599,672	\$1,408,431
Receipts					
Local Sources	<u>11,310,755</u>	<u>11,478,731</u>	<u>11,515,818</u>	<u>11,491,087</u>	<u>11,557,241</u>
Total Receipts	<u>11,310,755</u>	<u>11,478,731</u>	<u>11,515,818</u>	<u>11,491,087</u>	<u>11,557,241</u>
Disbursements					
Debt Services	<u>11,367,000</u>	<u>11,370,000</u>	<u>11,367,000</u>	<u>11,369,000</u>	<u>11,366,000</u>
Total Disbursements	<u>11,367,000</u>	<u>11,370,000</u>	<u>11,367,000</u>	<u>11,369,000</u>	<u>11,366,000</u>
Ending Balance	<u>\$1,923,064</u>	<u>\$1,979,309</u>	<u>\$1,870,578</u>	<u>\$1,721,759</u>	<u>\$1,599,672</u>
<b><u>Operations</u></b>					
Beginning Balance	\$9,861,820	\$10,636,563	\$10,564,165	\$10,847,359	\$8,707,259
Receipts					
Local Sources	14,280,402	12,584,395	11,121,614	10,324,898	9,889,402
Other	43,129	9,091	154,507	17,649	60,994
Transfer	<u>7,590,000</u>	<u>7,395,000</u>	<u>6,854,142</u>	<u>6,336,000</u>	<u>6,336,000</u>
Total Receipts	<u>21,913,530</u>	<u>19,988,486</u>	<u>18,130,262</u>	<u>16,678,546</u>	<u>16,286,395</u>
Disbursements					
Support Services	18,916,692	16,414,029	15,507,652	16,084,457	13,375,642
Community Services	274,013	256,179	244,803	189,055	103,514
Facilities Acquisition and Construction	<u>2,492,806</u>	<u>4,093,020</u>	<u>2,305,409</u>	<u>688,229</u>	<u>667,139</u>
Total Disbursements	<u>21,683,511</u>	<u>20,763,228</u>	<u>18,057,865</u>	<u>16,961,741</u>	<u>14,146,295</u>
Ending Balance	<u>\$10,091,840</u>	<u>\$9,861,820</u>	<u>\$10,636,563</u>	<u>\$10,564,165</u>	<u>\$10,847,359</u>

Source: School Corporation Financial Reports (Form 9)

**School Corporation Tax Rates**

Valparaiso Corporation Taxing District					
	Pay Years				
	<u>2025</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>
Porter County	\$0.3856	\$0.3954	\$0.3981	\$0.4364	\$0.4452
City of Valparaiso	1.1550	1.1723	1.1814	1.2382	1.2575
Center Township	0.0210	0.0219	0.0226	0.0246	0.0249
Porter County Public Library	0.0571	0.0602	0.0615	0.0664	0.0678
Porter County Airport Authority	0.0085	0.0088	0.0089	0.0093	0.0095
School Corporation					
Debt Service	\$0.1064	\$0.1213	\$0.1154	\$0.1332	\$0.1470
School Pension Debt	0.0265	0.0414	0.0458	0.0493	0.0540
Operating Referendum	0.1414	0.1456	0.1395	0.1822	0.2042
Capital Referendum	0.2775	0.3056	0.3230	0.3685	0.3879
Operations	<u>0.3221</u>	<u>0.3283</u>	<u>0.3298</u>	<u>0.3591</u>	<u>0.3604</u>
Total School Corporation	<u>0.8739</u>	<u>0.9422</u>	<u>0.9535</u>	<u>1.0923</u>	<u>1.1535</u>
Total Tax Rate	<u>2.5011</u>	<u>2.6008</u>	<u>2.6260</u>	<u>2.8672</u>	<u>2.9584</u>

Source: DLGF Budget Orders

**Net Assessed Valuation**

<u>Collection</u>	<u>School</u>	<u>Percent</u>
<u>Year</u>	<u>Corporation</u>	<u>Change</u>
2026	\$3,763,082,142	4.92%
2025	3,586,511,975	10.25%
2024	3,253,134,718	5.67%
2023	3,078,676,978	14.15%
2022	2,696,948,323	

Source: DLGF Budget Orders and Certificate of Net Assessed Valuations

**Gross Assessed Valuation**

<u>Collection</u>	<u>School</u>	<u>Percent</u>
<u>Year</u>	<u>Corporation</u>	<u>Change</u>
2025	\$6,301,173,070	7.42%
2024	5,865,849,380	8.84%
2023	5,389,482,150	12.44%
2022	4,793,235,340	5.43%
2021	4,546,245,520	

Source: Indiana Gateway Gross AV Summary report

### **Taxes Levied and Collected by the School Corporation**

Collection <u>Year</u>	Gross <u>Levied</u>	Circuit <u>Breaker</u>	Net <u>Levied</u>	<u>Collected</u>	Percent <u>Collected</u>
2025	\$32,216,539	(\$277,120)	\$31,939,419	\$17,712,792	55.46% <sup>(1)</sup>
2024	31,549,446	(311,974)	31,237,472	31,281,086	100.14%
2023	30,214,679	(571,695)	29,642,984	30,089,609	101.51%
2022	30,431,320	(787,812)	29,643,508	30,031,135	101.31%
2021	30,453,714	(769,823)	29,683,891	29,943,909	100.88%
2020	29,946,243	(802,075)	29,144,168	28,821,821	98.89%

(1) Reflects spring collections only.

Source: DLGF Budget Orders, DLGF Circuit Breaker Reporting and Porter County Auditor's Office Form 22s

### **Largest Taxpayers within the School Corporation District**

<u>Taxpayers</u>	<u>Type of Business</u>	2024 Pay 2025 Assessed <u>Valuation</u>	% of Total <u>NAV</u>
NIPSCO	Utility	\$26,611,040	0.74%
Compass Pointe Limited Partnership	Apartments	20,542,200	0.63%
Hills of Aberdeen	Apartments	19,606,500	0.60%
Aldi Indiana LP	Retail	16,721,569	0.51%
Pedcor Investments 2000	Apartments	16,379,200	0.50%
Vale Park Village Apartments	Apartments	15,613,400	0.48%
Jamestown Apartments of Valpo	Apartments	15,601,800	0.48%
Andover Park Apartments	Apartments	15,416,300	0.47%
Chandana Apartments LLC	Apartments	15,163,000	0.47%
PGO LLC	Apartments	<u>15,031,500</u>	<u>0.46%</u>
	Total	<u>\$176,686,509</u>	<u>5.36%</u>

Note: List includes parcels in various allocation areas.

Source: Porter County Auditor's Office

### **Direct Debt Issuance Limitation**

The School Corporation is limited to the issuance of direct debt based upon the assessed valuation of property within the School Corporation. As of July 15, 2025, the limitation is:

Net Assessed Valuation - 2025 Pay 2026	\$3,763,082,142
Statutory Limitation	
2% of 1/3 of Net Assessed Valuation	25,087,214
Debt Subject to Limitation	<u>702,962</u>
Issuance Margin	<u>\$24,384,252</u>

## **Per Capita and Debt Ratio Analysis for the School Corporation**

2023 School Corporation Population Estimate 46,838  
 Net Assessed Valuation - 2025 Pay 2026 \$3,763,082,142

<u>Description</u>	<u>Amount</u>	<u>Debt Per Capita</u>	<u>Debt Assessed Valuation</u>	
Total Direct Debt	\$702,962	\$15	0.02%	
Total Lease Obligations	<u>108,482,327</u> *	<u>2,316</u> *	<u>2.88%</u>	*
Total Direct Debt & Lease Obligations	<u>\$109,185,289</u> *	<u>\$2,331</u> *	<u>2.91%</u>	*

*Note: Does not include debt issued by overlapping taxing units.*

*\* Preliminary, subject to change.*

## **Statement of Direct Debt and Lease Obligations as of July 15, 2025**

	<u>Principal Outstanding</u>	<u>Percent Applicable</u>	<u>Amount Applicable</u>
<u>Direct Debt</u>			
Amended Taxable General Obligation Pension Bonds of 2005 (Series 2011A)	\$702,962	100.00%	\$702,962
Total Direct Debt	<u>702,962</u>		<u>702,962</u>
<u>Lease Obligations</u>			
Taxable Ad Valorem Property Tax First Mortgage Bonds, Series 2011A	1,810,000	100.00%	1,810,000
Ad Valorem Property Tax First Mortgage Bonds, Series 2011B	1,257,327	100.00%	1,257,327
Unlimited Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2025 (1) (2)	<u>105,415,000</u>	100.00%	<u>105,415,000</u>
Total Lease Obligations	<u>108,482,327</u>	(2)	<u>108,482,327</u> (2)
Total Direct Debt and Lease Obligations	<u>\$109,185,289</u>	(2)	<u>\$109,185,289</u> (2)

*(1) This issue.*

*(2) Preliminary, subject to change.*

In addition to the foregoing, the School Corporation has a common school fund loan in the current outstanding principal amount of \$514,648, which is semiannually paid to the State of Indiana through reductions in the State Aid provided to the School Corporation.

The School Corporation has also entered into two equipment lease purchase contracts for solar projects outstanding in the amount of \$5,649,264 and \$16,865,492. These obligations are paid solely from the School Corporation's Operations Fund.

**COMBINED DEBT SERVICE REQUIREMENTS**

<b>Tax Year</b>	<b>Series 2002 Bonds</b>	<b>Series 2011 A Bonds</b>	<b>Series 2011 B Bonds</b>	<b>Series 2015 A Pension Bonds</b>	<b>Series 2015 Bonds</b>	<b>Series 2016 Bonds</b>	<b>Series 2025 Refunding Bonds *</b>	<b>Total **</b>
2025	1,750,000	1,870,000	-	1,408,159	5,508,800	174,000	5,149,000	15,859,959
2026		1,870,000	1,870,000				10,476,000	14,216,000
2027			1,870,000				13,388,000	15,258,000
2028							13,388,000	13,388,000
2029							13,381,000	13,381,000
2030							13,381,000	13,381,000
2031							13,382,000	13,382,000
2032							13,386,000	13,386,000
2033							13,384,000	13,384,000
2034							13,378,000	13,378,000
2035							13,512,000	13,512,000

\* This issue. Preliminary, subject to change.

\*\* Preliminary, subject to change.

## **FUTURE FINANCING**

On March 20, 2025, the School Board approved the issuance of bonds to be issued by either the School Corporation or the Building Corporation in the aggregate principal amount not to exceed \$16,000,000 to pay for the costs of the construction and equipping of an approximately 10,000 square foot addition to the existing VALE Facility, the construction and equipping of a new maintenance and information technology support building which will contain approximately 20,000 square feet, improvements to the elementary school playgrounds, improvements to other outdoor facilities and fields operated by the School Corporation, other miscellaneous facility and site improvements throughout the geographical boundaries of the School Corporation and related projects. It is currently anticipated that those bonds will be issued by the Building Corporation later this year.

On March 20, 2025, the School Board also approved the issuance of bonds to be issued by either the School Corporation or the Building Corporation in the original aggregate principal amount not to exceed \$7,000,000 to pay for the costs of all or a portion of certain renovations and updates to the School Corporations existing middle schools, the acquisition of certain equipment and musical instruments and other miscellaneous facility and site improvements throughout the geographical boundaries of the School Corporation. It is currently anticipated that those bonds will be issued in 2026. In addition, the School Corporation continues to monitor needs within the School Corporation and may consider future borrowings when deemed appropriate and for tax rate stability.

## **DEBT PAYMENT HISTORY**

The School Corporation has not record of default and has met its debt repayment obligations promptly at all times in the past.

## **PENSION AND OTHER POST-EMPLOYMENT OBLIGATIONS**

All employees of the School Corporation are covered under the federal Social Security Act. The School Corporation's employer contribution for employees in the Education Fund was \$1,698,807.76 in calendar year 2021, \$1,780,830.41 in calendar year 2022, \$1,968,542.90 in calendar year 2023, \$2,176,797.49 in calendar year in calendar year 2024, and is budgeted to be \$2,176,797.49 in 2025.

### **Teachers' Retirement Fund**

All present and retired certificated employees of the School Corporation are covered under the Indiana State Teachers' Retirement Fund (the "Fund"). The Fund is comprised of two accounts: (i) the Pre-1996 Account consisting of members hired prior to July 1, 1995, and (ii) the 1996 Account consisting of members hired on or after July 1, 1995 or certain employees hired before July 1, 1995 that were either hired by another covered employer or re-hired by a covered prior employer before June 30, 2005.

The Pre-1996 Account is a cost-sharing multiple-employer defined benefit plan with the State being the lone non-employer contributing entity. The State is responsible for 100% of the contributions to the Pre-1996 Account. Based on census data as of June 30, 2023, there were 5,524 active Pre-1996 accounts state-wide. The 1996 Account is a cost-sharing multiple-employer defined benefit plan with no non-employer contributing entities. The employers (i.e., the school corporations) are responsible for 100% of the contributions to the 1996 Account. Based on census data as of June 30, 2023, there were 61,188 active 1996 accounts state-wide.

The defined benefits payable from the Pre-1996 Account are funded by State appropriations (including approximately \$30 million per year from the State Lottery). Historically, the benefits have been funded on a pay-as-you-go basis. Additionally, all active members in the Pre-1996 are required by State law to contribute 3% of their salary to their Annuity Savings Account ("ASA"), a separate lump sum account benefit, to fund the defined contribution. These 3% contributions are generally "picked up" by the employers and contributed on a pre-tax basis on behalf of the employee. The School Corporation makes the 3% contribution on behalf of

its employees.

The defined benefits payable from the 1996 Account are funded by contributions from the individual employers. The Indiana Public Retirement System ("INPRS") Board of Trustees establishes a contribution rate, based on several factors including the annual actuarial valuation. Each employer is then contractually required to pay that contribution rate. For the fiscal year ended June 30, 2024, employers were required to contribute 6% of their active participant payroll to the defined benefit plan with an increased rate to 6.50% effective January 1, 2025. Additionally, members of the 1996 Account are required to contribute 3% of their annual wages to fund the defined contribution portion of the 1996 Account. Employers may choose to make this contribution on behalf of its employees, and the School Corporation does so.

The School Corporation's total contributions to the Fund for the years ended December 31, 2022, 2023, and 2024 were \$2,110,390.37, \$2,392,538.66, and \$2,616,901.53 respectively.

According to the latest actuarial valuation, as of June 30, 2024, the actuarial accrued liability for the Pre-1996 Account was \$13,410 million and the actuarial value of assets was \$9,119 million, resulting in an unfunded accrued liability of \$4,291 million and a funded ratio of 68.0%. As of June 30, 2024, the actuarial accrued liability for the 1996 Account was \$10,023 million and the actuarial value of assets was \$8,659 million, resulting in an unfunded accrued liability of \$1,364 million and a funded ratio of 86.4%.

### **Public Employees Retirement Fund**

Except custodial positions, all full-time non-certified employees of the School Corporation are covered under the Public Employees Retirement Fund of Indiana ("PERF"). PERF is a cost-sharing multiple-employer defined benefit pension plan. PERF consists of two plans: (i) the Hybrid plan, and (ii) the ASA Only plan. As of July 1, 2023, there were approximately 121,200 total PERF active members statewide making contributions.

The INPRS Board sets, at its discretion, the applicable employer contribution rates upon considering their results of the actuarial valuation and other analysis as appropriate. The School Corporation currently contributes at a rate of 11.2% of earned salary or compensation. Employees are required to contribute 3% of their compensation to an Annuity Savings Account. Employers may "pick up" the employee contributions. The School Corporation does not make the 3% contribution on behalf of its employees.

The School Corporation's total contributions to PERF for the years ended June 30, 2022, 2023, and 2024 were \$1,170,921.15, \$1,239,392.66, and \$1,276,312.66 respectively.

According to the latest actuarial valuation, as of June 30, 2024, the actuarial accrued liability for PERF was \$19,673 million and the actuarial value of assets was \$15,642 million, resulting in an unfunded accrued liability of \$4,031 million and a funded ratio of 79.5%.

### **Governance**

The Fund and PERF were created and operate pursuant to statutes of the State. The Indiana General Assembly could determine to amend the format and could impose or revise rates of contributions to be made by the School Corporation and revise benefits or benefit levels.

The Fund and PERF are administered and managed by the Indiana Public Retirement System ("INPRS"). INPRS is governed by a nine-member board of trustees. INPRS issues publicly available financial reports and actuarial valuation reports that include financial statements and required supplementary information. Those reports may be viewed at the INPRS's website, as follows:

<http://www.in.gov/inprs/index.htm>

Such information is prepared by the entity maintaining such website and not by any of the parties to this

transaction, and no such information is incorporated herein by this reference.

### **Other Retirement Benefits**

The School Corporation allows retirees to stay on the health, dental, and vision insurance plans until age 65, but the individual retiree is responsible for 100% of the insurance premium.

## **ECONOMIC INFORMATION**

### **Population**

<u>Year</u>	<u>School Corporation</u>	<u>Percent Change</u>	<u>Porter County</u>	<u>Percent Change</u>
2024	N/A	N/A	175,860	0.33%
2023	46,838	0.31%	175,289	0.16%
2022	46,693	0.31%	175,014	0.24%
2021	46,547	3.35%	174,591	0.72%
2020	45,040		173,338	

*Note: 2024 School Corporation population estimate was not available at the time of this report.*

*Source: U.S. Census Bureau and STATS Indiana*

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## **Employment by Industry**

The table below shows employment patterns for Porter County for the 4<sup>th</sup> Quarter of 2024.

	<u>Average # of Employees</u>	<u>% Total Employment</u>
Accommodation & Food Services	334	8.75%
Administrative & Support Services	217	5.69%
Agriculture, forestry, mining	13	0.34%
Arts, Entertainment & Recreation	48	1.26%
Construction	362	9.49%
Educational Services	104	2.73%
Finance, insurance, real estate	388	10.17%
Health Care & Social Services	422	11.06%
Information	56	1.47%
Management of Companies and Enterprises	28	0.73%
Manufacturing	174	4.56%
Professional, Scientific and Technical Service	476	12.48%
Public Administration	41	1.07%
Transportation & Warehousing	156	4.09%
Wholesale, retail trade	665	17.43%
Services & Other	313	8.20%
Utilities	<u>18</u>	<u>0.47%</u>
Total Employment	<u>3,815</u>	<u>100.00%</u>

Source: STATS Indiana

## **Labor Force Estimates**

The table below shows the levels of employment in Porter County (the “County”), State of Indiana (“Indiana”) and the United States. All employment statistics for 2020 through 2024 are shown as annual averages.

<u>Year</u>	<u>County</u>			<u>Percent Unemployed</u>		
	<u>Labor Force</u>	<u>Employed</u>	<u>Unemployed</u>	<u>County</u>	<u>Indiana</u>	<u>United States</u>
2024	87,969	84,034	3,935	4.5%	4.2%	4.0%
2023	86,871	83,559	3,312	3.8%	3.4%	3.6%
2022	85,595	82,715	2,880	3.4%	3.1%	3.6%
2021	84,021	80,508	3,513	4.2%	3.9%	5.3%
2020	84,144	77,147	6,997	8.3%	7.3%	8.1%

Source: Hoosiers By The Numbers

## **Major Employers in Porter County**

<u>Employer</u>	<u>Type of Business</u>	<u>Estimated # Of Employees</u>
Cleveland Cliffs-Burns Harbor	Mining	4,119
Northwest Health	Healthcare	2,000
Wound Ostomy & Continence Center	Healthcare	1,100
Community Care Network	Healthcare	1,000
Portage Township Schools	Education	856
Valparaiso Community Schools	Education	771
Duneland School Corporation	Education	638
Regal Power Trans Solutions	Manufacturing	500
Nitco	Telecommunications	500
South Lake Auto Repair	Auto Service	401

*Source: Hoosiers By The Numbers*

## **Per Capita Income**

The table below indicates per capita income figures for Porter County, Indiana, and the United States:

<u>Year</u>	<u>Porter County</u>	<u>Percent Change</u>	<u>Indiana</u>	<u>Percent Change</u>	<u>United States</u>	<u>Percent Change</u>
2023	\$66,906	5.2%	\$60,038	2.9%	\$68,531	4.7%
2022	63,618	3.7%	58,323	3.9%	65,470	3.2%
2021	61,319	8.6%	56,153	9.4%	63,444	6.2%
2020	56,453	4.6%	51,340	5.5%	59,729	5.4%
2019	53,995		48,657		56,663	

*Note: 2024 Per Capita Income estimates were not available at the time of this report.*

*Source: STATS Indiana*

## **Building Permits**

The following table shows residential building permits issued for units in Porter County.

<u>Year</u>	<u>Number of Permits</u>
2023	492
2022	434
2021	644
2020	557
2019	508

*Source: US Census Bureau, Building Permit Estimates*

## **Housing Values**

The following table shows the distribution of home values for owner-occupied units for Porter County and the State of Indiana. The estimates are from 2023.

<u>Value of Owner-Occupied Housing Units</u>	<u>Porter County</u>	<u>Indiana</u>
Less than \$50,000	4.3%	6.0%
\$50,000 to \$99,999	2.2%	9.4%
\$100,000 to \$149,999	7.0%	11.8%
\$150,000 to \$199,999	12.3%	15.4%
\$200,000 to \$299,999	29.5%	25.8%
\$300,000 to \$499,999	34.7%	22.2%
\$500,000 to \$999,999	8.9%	8.1%
\$1,000,000 or more	1.1%	1.2%
Median Home Value	\$ 280,500	\$ 225,900

*Source: US Census Bureau, 2023 American Community Survey Estimates*

**APPENDIX B**  
**FORM OF OPINION OF BOND COUNSEL**

\_\_\_\_\_, 2025

Valparaiso 21<sup>st</sup> Century School Building Corporation  
Valparaiso, Indiana

Re: Valparaiso 21<sup>st</sup> Century School Building Corporation Unlimited Ad Valorem  
Property Tax First Mortgage Refunding Bonds, Series 2025

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Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Valparaiso 21<sup>st</sup> Century School Building Corporation (the “Issuer”) of \$\_\_\_\_\_ aggregate principal amount of its Unlimited Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2025, dated as of the date hereof (the “Bonds”), pursuant to Indiana Code 20-47-3, Indiana Code 20-47-4, and Indiana Code 5-1-5, each as amended, and a Trust Indenture, dated as of April 15, 1992 (the “Original Indenture”), as supplemented and amended by a First Supplemental Trust Indenture, dated as of February 1, 1994 (the “First Supplemental Indenture”), a Second Supplemental Trust Indenture, dated as of April 1, 2002 (the “Second Supplemental Indenture”), a Third Supplemental Trust Indenture, dated as of October 1, 2003 (the “Third Supplemental Indenture”), a Fourth Supplemental Trust Indenture, dated as of November 15, 2013 (the “Fourth Supplemental Indenture”), a Fifth Supplemental Trust Indenture, dated as of September 1, 2015 (the “Fifth Supplemental Indenture”), and a Sixth Supplemental Trust Indenture, dated as of \_\_\_\_\_, 2025 (the “Sixth Supplemental Indenture”) (the Original Indenture, as supplemented and amended by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture and the Sixth Supplemental Indenture, the “Indenture”), each of which is entered into by and between the Issuer, as assignee of the Valparaiso Multi-Schools Building Corporation and The Bank of New York Mellon Trust Company, N.A. (ultimate successor trustee to Gainer Bank, National Association by assignment), as trustee. We have examined the law and such certified proceedings and such other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Issuer and the Valparaiso Community Schools, Porter County, Indiana (the “School Corporation”), contained in the Indenture and the Lease (as defined in the Indenture), between the School Corporation, as lessee, and the Issuer, as lessor, the certified proceedings and other certifications of public officials furnished to us, and certifications, representations and other information furnished to us by or on behalf of the Issuer, the School Corporation and others, including without limitation certifications contained in the tax and arbitrage certificate of the Issuer and the School Corporation dated the date hereof, without undertaking to verify the same by independent investigation. We have relied upon the opinion of A. James Sarkisian, Esquire,

Valparaiso, Indiana, counsel to the School Corporation and the Issuer, dated the date hereof, as to the matters stated therein. In addition, we have relied upon the report of LWG CPAs & Advisors, Indianapolis, Indiana, dated the date hereof, as to the matters stated therein.

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

1. The Issuer is a nonprofit corporation validly existing under the laws of the State of Indiana, with the corporate power to enter into the Indenture and perform its obligations thereunder and to issue the Bonds.

2. The Bonds have been duly authorized, executed and delivered, and are valid and binding limited obligations of the Issuer, enforceable in accordance with their terms. The Bonds are payable solely from the Mortgaged Property (as defined in the Indenture).

3. The Indenture has been duly authorized, executed and delivered by the Issuer, and is a valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms.

4. The Lease has been duly authorized, executed and delivered by the Issuer and the School Corporation, and is a valid and binding obligation of the Issuer and the School Corporation, enforceable against the Issuer and the School Corporation in accordance with its terms. The obligations of the School Corporation under the Lease with respect to the Bonds are payable solely from unlimited *ad valorem* taxes to be levied and collected on all taxable property in the territory of the School Corporation.

5. Under Section 103 of the Internal Revenue Code of 1986, as amended and in effect on this date (the "Code"), the interest on the Bonds is excludable from gross income for federal income tax purposes. The opinion set forth in this paragraph is subject to the condition that each of the Issuer and the School Corporation complies with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Each of the Issuer and the School Corporation has covenanted or represented that it will comply with such requirements. Failure to comply with certain of such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

6. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax. However, such interest is included in the "adjusted financial statement income" of certain corporations that are subject to the alternative minimum tax.

7. Interest on the Bonds is exempt from income taxation in the State of Indiana (the "State") for all purposes except the State financial institutions tax.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement dated \_\_\_\_\_, 2025, or any other offering material relating to the Bonds, and we express no opinion relating thereto.

We express no opinion regarding any tax consequences arising with respect to the Bonds, other than as expressly set forth herein.

With respect to the enforceability of any document or instrument, this opinion is subject to the qualifications that: (i) the enforceability of such document or instrument may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance and similar laws relating to or affecting the enforcement of creditors' rights; (ii) the enforceability of equitable rights and remedies provided for in such document or instrument is subject to judicial discretion, and the enforceability of such document or instrument may be limited by general principles of equity; (iii) the enforceability of such document or instrument may be limited by public policy; and (iv) certain remedial, waiver and other provisions of such document or instrument may be unenforceable, provided, however, that in our opinion the unenforceability of those provisions would not, subject to the other qualifications set forth herein, affect the validity of such document or instrument or prevent the practical realization of the benefits thereof.

This opinion is given only as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Very truly yours,

**APPENDIX C**  
**CONTINUING DISCLOSURE CONTRACT**

## CONTINUING DISCLOSURE CONTRACT

This Continuing Disclosure Contract (this “Contract”) is made this \_\_\_\_ day of \_\_\_\_\_, 2025, from the Valparaiso Community Schools, Porter County, Indiana (the “Promisor”), to each registered owner or holder of any Bond (as hereinafter defined) (each, a “Promisee”);

### WITNESSETH THAT:

WHEREAS, the Valparaiso 21<sup>st</sup> Century School Building Corporation, an Indiana nonprofit corporation (the “Issuer”), is issuing its Unlimited Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2025, issued on the date hereof (the “Bonds”), pursuant to a the Trust Indenture, dated as of April 15, 1992 (the “Original Indenture”), the First Supplemental Trust Indenture, dated as of February 1, 1994 (the “First Supplemental Indenture”), the Second Supplemental Trust Indenture, dated as of April 1, 2002 (the “Second Supplemental Indenture”), the Third Supplemental Trust Indenture, dated as of October 1, 2003 (the “Third Supplemental Indenture”), the Fourth Supplemental Trust Indenture, dated as of November 15, 2013 (the “Fourth Supplemental Indenture”), and the Fifth Supplemental Trust Indenture, dated as of September 1, 2015 (the “Fifth Supplemental Indenture”), and a Sixth Supplemental Trust Indenture, dated as of \_\_\_\_\_, 2025 (collectively, the “Indenture”), each of which is by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as successor trustee to J.P. Morgan Trust Company, National Association by assignment, which was successor trustee to Bank One Trust Company, National Association by assignment, which was successor trustee to NBD Bank, N.A., by assignment, which was successor trustee to Gainer Bank, National Association by assignment (the “Trustee”); and

WHEREAS, Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) is, in connection with an offering of the Bonds directly or indirectly by or on behalf of the Issuer, purchasing the Bonds from the Issuer and selling the Bonds to certain purchasers; and

WHEREAS, Rule 15c2-12 (the “Rule”), promulgated by the Securities and Exchange Commission (the “Commission”) under the Securities Exchange Act of 1934, as amended (the “Act”), provides that, except as otherwise provided in the Rule, a participating underwriter (as defined in the Rule) shall not purchase or sell municipal securities in connection with an offering (as defined in the Rule) unless the participating underwriter has reasonably determined that an issuer of municipal securities (as defined in the Rule) or an obligated person (as defined in the Rule) for whom financial or operating data is presented in the final official statement (as defined in the Rule) has undertaken, either individually or in combination with other issuers of such municipal securities or obligated persons, in a written agreement or contract for the benefit of holders of such securities, to provide certain information; and

WHEREAS, the Promisor desires to enter into this Contract in order to assist the Underwriter in complying with subsection (b)(5) of the Rule; and

WHEREAS, any registered owner or holder of any Bond shall, by its payment for and acceptance of such Bond, accept and assent to this Contract and the exchange of (i) such payment and acceptance for (ii) the promises of the Promisor contained herein;

NOW, THEREFORE, in consideration of the Underwriter's and any Promisee's payment for and acceptance of the Bonds, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Promisor hereby promises to each Promisee as follows:

Section 1. Definitions. The terms defined herein, including the terms defined above and in this Section 1, shall have the meanings herein specified unless the context or use clearly indicates another or different meaning or intent. Any terms defined in the Rule, but not otherwise defined herein, shall have the meanings specified in the Rule unless the context or use clearly indicates another or different meaning or intent.

- (a) "Bond" shall mean any of the Bonds.
- (b) "Bondholder" shall mean any registered or beneficial owner or holder of any Bond.
- (c) "Final Official Statement" shall mean the Official Statement, dated \_\_\_\_\_, 2025, relating to the Bonds, including any document included therein by specific reference which is available to the public on the MSRB's Internet Web site or filed with the Commission.
- (d) "Financial Obligation" shall mean (i) a debt obligation, (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of either clause (i) or (ii); provided, however, "Financial Obligation" shall not include any municipal securities (as defined in the Act) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.
- (e) "Fiscal Year" of any person shall mean any period from time to time adopted by such person as its fiscal year for accounting purposes, which as of the date of this Contract is December 31 of each year.
- (f) "MSRB" shall mean the Municipal Securities Rulemaking Board.
- (g) "Obligated Person" shall mean any person who is either generally or through an enterprise, fund or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Bonds (other than any providers of municipal bond insurance, letters of credit or liquidity facilities), for whom financial information or operating data is presented in the Final Official Statement.
- (h) "State" shall mean the State of Indiana.

Section 2. Term. The term of this Contract shall commence on the date of delivery of the Bonds by the Issuer to the Underwriter and shall expire on the earlier of (a) the date of payment in full of principal of and premium, if any, and interest on the Bonds, whether upon

scheduled maturity, redemption, acceleration or otherwise, or (b) the date of defeasance of the Bonds in accordance with the terms of the Indenture.

Section 3. Obligated Person(s). The Promisor hereby represents and warrants that, as of the date hereof:

- (a) The only Obligated Person with respect to the Bonds is the Promisor; and
- (b) Although there have been instances in the previous five years in which the Obligated Person failed to comply, in all material respects, with one or more of its previous undertakings in a written contract or agreement specified in paragraph (b)(5)(i) of Rule 15c2-12 as set forth in the Official Statement, it has taken steps to correct all such failures and to assure compliance in the future.

Section 4. Undertaking to Provide Information.

- (a) The Promisor hereby undertakes to provide the following to the MSRB in an electronic format as prescribed by the MSRB, either directly or indirectly through a registrar or designated agent, for the Promisor:
  - (i) Annual Financial Information. No later than June 30, as long as the Fiscal Year of such Obligated Person ends on December 31, or within six months after the close of each Fiscal Year of such Obligated Person if the Fiscal Year ends on a date other than December 31, which as of the date of this Contract the Fiscal Year ends on December 31 of each year, beginning with the Fiscal Year ending in the year in which the Bonds are issued, the unaudited financial statements of such Obligated Person for such Fiscal Year (except to the extent the audited financial statements for such Fiscal Year are available) and financial information and operating data of the Obligated Person of the type provided under the following headings in Appendix A of the Final Official Statement, as applicable:
    - (A) “Enrollments for the School Corporation;”
    - (B) “Net Assessed Valuation;”
    - (C) “Largest Taxpayers within the School Corporation District;”
    - (D) “Taxes Levied and Collected;”
    - (E) “School Corporation Tax Rates;”
    - (F) “Receipts and Disbursements for the School Corporation (Property Tax Supported Funds Only);”

- (G) “Schedule of Cash Balances by Funds for the School Corporation as of December 31;”
- (H) “State of Indiana Payments;”
- (I) “Statement of Direct Debt and Lease Obligations as of July 15, 2025;”
- (J) “Combined Debt Service Requirements;”

(the financial information and operating data set forth in Section 4(a)(i) hereof, collectively, the “Annual Financial Information”);

- (ii) If not submitted as part of the Annual Financial Information, then when and if available, audited financial statements for such Obligated Person;
- (iii) Within 10 business days of the occurrence of any of the following events with respect to the Bonds, if material (which determination of materiality shall be made by the Promisor in accordance with the standards established by federal securities laws):
  - (A) Non-payment related defaults;
  - (B) Modifications to rights of Bondholders;
  - (C) Bond calls (other than mandatory, scheduled redemptions, not otherwise contingent upon the occurrence of an event, the terms of which redemptions are set forth in detail in the Final Official Statement);
  - (D) Release, substitution or sale of property securing repayment of the Bonds;
  - (E) The consummation of a merger, consolidation, or acquisition involving the Obligated Person, or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
  - (F) Appointment of a successor or additional trustee or the change of name of a trustee; and
  - (G) Incurrence of a Financial Obligation of the Obligated Person or agreement to covenants, events of default, remedies, priority rights or other similar terms of a

Financial Obligation of the Obligated Person, any of which affect Bondholders.

- (iv) Within 10 business days of the occurrence of any of the following events with respect to the Bonds, regardless of materiality:
    - (A) Principal and interest payment delinquencies;
    - (B) Unscheduled draws on debt service reserves reflecting financial difficulties;
    - (C) Unscheduled draws on credit enhancements reflecting financial difficulties;
    - (D) Substitution of credit or liquidity providers, or their failure to perform;
    - (E) Defeasances;
    - (F) Rating changes;
    - (G) Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
    - (H) Tender offers;
    - (I) Bankruptcy, insolvency, receivership or similar events of the Obligated Person; and
    - (J) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.
  - (v) In a timely manner, notice of a failure of such Obligated Person to provide required Annual Financial Information or audited financial statements, on or before the date specified in this Contract.
- (b) Any financial statements of any Obligated Person provided pursuant to subsection (a)(i) of this Section 4 shall be prepared in accordance with any accounting principles mandated by the laws of the State, as in effect from time to time, or any other consistent accounting principles that enable market participants to evaluate results and perform year to year comparisons, but need not be audited.

- (c) Any Annual Financial Information or audited financial statements may be set forth in a document or set of documents, or may be included by specific reference to a document or set of documents available to the public on the MRSB's Internet Web site or filed with the Commission.
- (d) If any Annual Financial Information otherwise required by subsection (a)(i) of this Section 4 no longer can be generated because the operations to which it relates have been materially changed or discontinued, a statement to that effect shall be deemed to satisfy the requirements of such subsection.
- (e) All documents provided to the MSRB under this Contract shall be accompanied by identifying information as prescribed by the MSRB.

Section 5. Termination of Obligation. The obligation to provide Annual Financial Information, audited financial statements and notices of events under Section 4(a) hereof shall terminate with respect to any Obligated Person, if and when such Obligated Person no longer remains an obligated person (as defined in the Rule) with respect to the Bonds.

Section 6. Bondholders. Each Bondholder is an intended beneficiary of the obligations of the Promisor under this Contract, such obligations create a duty in the Promisor to each Bondholder to perform such obligations, and each Bondholder shall have the right to enforce such duty.

Section 7. Limitation of Rights. Nothing expressed or implied in this Contract is intended to give, or shall give, to the Issuer, the Underwriter, the Commission or any Obligated Person, or any underwriters, brokers or dealers, or any other person, other than the Promisor, each Promisee and each Bondholder, any legal or equitable right, remedy or claim under or with respect to this Contract or any rights or obligations hereunder. This Contract and the rights and obligations hereunder are intended to be, and shall be, for the sole and exclusive benefit of the Promisor, each Promisee and each Bondholder.

#### Section 8. Remedies.

- (a) The sole and exclusive remedy for any breach or violation by the Promisor of any obligation of the Promisor under this Contract shall be the remedy of specific performance by the Promisor of such obligation. Neither any Promisee nor any Bondholder shall have any right to monetary damages or any other remedy for any breach or violation by the Promisor of any obligation of the Promisor under this Contract, except the remedy of specific performance by the Promisor of such obligation.
- (b) No breach or violation by the Promisor of any obligation of the Promisor under this Contract shall constitute a breach or violation of or default under the Bonds or the Indenture.
- (c) Any action, suit or other proceeding for any breach or violation by the Promisor of any obligation of the Promisor under this Contract shall be

instituted, prosecuted and maintained only in a court of competent jurisdiction in Porter County, Indiana.

- (d) No action, suit or other proceeding for any breach or violation by the Promisor of any obligation of the Promisor under this Contract shall be instituted, prosecuted or maintained by any Promisee or any Bondholder unless, prior to instituting such action, suit or other proceeding: (i) such Promisee or such Bondholder has given the Promisor notice of such breach or violation and demand for performance; and (ii) the Promisor has failed to cure such breach or violation within sixty (60) days after such notice.

Section 9. Waiver. Any failure by any Promisee or any Bondholder to institute any suit, action or other proceeding for any breach or violation by the Promisor of any obligation of the Promisor under this Contract, within three hundred sixty (360) days after the date such Promisee or such Bondholder first has knowledge of such breach or violation, shall constitute a waiver by such Promisee or such Bondholder of such breach or violation and, after such waiver, no remedy shall be available to such Promisee or such Bondholder for such breach or violation.

Section 10. Annual Appropriations. This Contract and the obligations of the Promisor hereunder are subject to annual appropriation by the fiscal body of the Promisor.

Section 11. Limitation of Liability. The obligations of the Promisor under this Contract are special and limited obligations of the Promisor, payable solely from the trust estate under the Indenture. The obligations of the Promisor under this Contract are not and shall never constitute a general obligation, debt or liability of the Promisor or the State, or any political subdivision thereof, within the meaning of any constitutional limitation or provision, or a pledge of the faith, credit or taxing power of the Promisor or the State, or any political subdivision thereof, and do not and shall never constitute or give rise to any pecuniary liability or charge against the general credit or taxing power of the Promisor or the State, or any political subdivision thereof.

Section 12. Immunity of Officers, Directors, Members, Employees and Agents. No recourse shall be had for any claim based upon any obligation in this Contract against any past, present or future officer, director, member, employee or agent of the Promisor, as such, either directly or through the Promisor, under any rule of law or equity, statute or constitution.

Section 13. Amendment of Obligations. The Promisor may, from time to time, amend any obligation of the Promisor under this Contract, without notice to or consent from any Promisee or any Bondholder, if: (a)(i) such amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of any Obligated Person, or type of business conducted, (ii) this Contract, after giving effect to such amendment, would have complied with the requirements of the Rule on the date hereof, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (iii) such amendment does not materially impair the interests of any Bondholders, as determined either by (A) any person selected by the Promisor that is unaffiliated with the Promisor, the Issuer or any Obligated Person (such as any trustee under the Indenture) or (B) an approving vote of the Bondholders pursuant to the terms of

the Indenture at the time of such amendment; or (b) such amendment is otherwise permitted by the Rule.

Section 14. Assignment and Delegation. Neither any Promisee nor any Bondholder may, without the prior written consent of the Promisor, assign any of its rights under this Contract to any other person. The Promisor may not assign any of its rights or delegate any of its obligations under this Contract to any other person, except that the Promisor may assign any of its rights or delegate any of such obligations to any entity (a) into which the Promisor merges, with which the Promisor consolidates or to which the Promisor transfers all or substantially all of its assets or (b) which agrees in writing for the benefit of Bondholders to assume such rights or obligations.

Section 15. Communications. Any information, datum, statement, notice, certificate or other communication required or permitted to be provided, delivered or otherwise given hereunder by any person to any other person shall be in writing and, if such other person is the Promisor, shall be provided, delivered or otherwise given to the Promisor at the following address:

Valparaiso Community Schools, Porter County, Indiana  
3801 North Campbell Street  
Valparaiso, Indiana 46385  
Attention: Chief Financial Officer

(or at such other address as the Promisor may, by notice to the MSRB, provide), or, if such other person is not the Promisor, shall be provided, delivered or otherwise given to such other person at any address that the person providing, delivering or otherwise giving such information, datum, statement, notice, certificate or other communication believes, in good faith but without any investigation, to be an address for receipt by such other person of such information, datum, statement, notice, certificate or other communication. For purposes of this Contract, any such information, datum, statement, notice, certificate or other communication shall be deemed to be provided, delivered or otherwise given on the date that such information, datum, notice, certificate or other communication is (a) delivered by hand to such other person, (b) deposited with the United States Postal Service for mailing by registered or certified mail, (c) deposited with Express Mail, Federal Express or any other courier service for delivery on the following business day, or (d) sent by facsimile transmission, telecopy or telegram.

Section 16. Knowledge. For purposes of this Contract, each Promisee and each Bondholder shall be deemed to have knowledge of the provision and content of any information, datum, statement or notice provided by the Promisor to the MSRB on the date such information, datum, statement or notice is so provided, regardless of whether such Promisee or such Bondholder was a registered or beneficial owner or holder of any Bond at the time such information, datum, statement or notice was so provided.

Section 17. Performance Due on other than Business Days. If the last day for taking any action under this Contract is a day other than a business day, such action may be taken on the next succeeding business day and, if so taken, shall have the same effect as if taken on the day required by this Contract.

Section 18. Waiver of Assent. Notice of acceptance of or other assent to this Contract is hereby waived.

Section 19. Governing Law. This Contract and the rights and obligations hereunder shall be governed by and construed and enforced in accordance with the internal laws of the State, without reference to any choice of law principles.

Section 20. Severability. If any portion of this Contract is held or deemed to be, or is, invalid, illegal, inoperable or unenforceable, the validity, legality, operability and enforceability of the remaining portions of this Contract shall not be affected, and this Contract shall be construed as if it did not contain such invalid, illegal, inoperable or unenforceable portion.

Section 21. Rule. This Contract is intended to be an agreement or contract in which the Promisor has undertaken to provide that which is required by paragraph (b)(5) of the Rule. If and to the extent this Contract is not such an agreement or contract, this Contract shall be deemed to include such terms not otherwise included herein, and to exclude such terms not otherwise excluded herefrom, as are necessary to cause this Contract to be such an agreement or contract.

Section 22. Interpretation. The use herein of the singular shall be construed to include the plural, and vice versa, and the use herein of the neuter shall be construed to include the masculine and feminine. Unless otherwise indicated, the words “hereof,” “herein,” “hereby” and “hereunder,” or words of similar import, refer to this Contract as a whole and not to any particular section, subsection, clause or other portion of this Contract.

Section 23. Captions. The captions appearing in this Contract are included herein for convenience of reference only, and shall not be deemed to define, limit or extend the scope or intent of any rights or obligations under this Contract.

IN WITNESS WHEREOF, the Promisor has caused this Contract to be executed on the date first above written.

VALPARAISO COMMUNITY SCHOOLS,  
PORTER COUNTY, INDIANA

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Erika Watkins, President of the Board of  
School Trustees