

*This Final Official Statement is dated February 27, 2019*

In the opinion of Ice Miller LLP, Indianapolis, Indiana (“Bond Counsel”) under existing laws, regulations, judicial decisions and rulings, interest on the Refunding Bonds is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended to the date hereof (the “Code”), for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Such exclusion is conditioned on continuing compliance with the Tax Covenants (as hereinafter defined). In the opinion of Bond Counsel, under existing laws, regulations, judicial decisions and rulings, interest on the Refunding Bonds is exempt from income taxation in the State of Indiana. The Refunding Bonds are not bank qualified. See “TAX MATTERS” herein.

**\$38,590,000**

**ANDERSON SCHOOL BUILDING CORPORATION**  
**Anderson, Indiana**

**AD VALOREM PROPERTY TAX FIRST MORTGAGE REFUNDING BONDS, SERIES 2019**

Original Date: Date of Delivery (April 1, 2019)

Due: January 20 and July 20, as shown on inside cover page

The Anderson School Building Corporation (the “Building Corporation”) is issuing \$38,590,000 of Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2019 (the “Refunding Bonds”) for (i) the current refunding of \$43,320,000 of currently outstanding First Mortgage Refunding Bonds, Series 2006, dated March 21, 2006 (the “Refunded Bonds”), (ii) the interest payable on the Refunded Bonds through and including April 1, 2019, and (iii) to pay issuance costs. The Refunded Bonds were originally issued by the Building Corporation to advance refund (i) the First Mortgage Bonds, Series 2002, dated July 11, 2002 (the “2002 Bonds”), (ii) the First Mortgage Bonds, Series 2003, dated May 8, 2003 (the “2003 Bonds”), (iii) the First Mortgage Bonds, Series 2003A, dated November 13, 2003 (the “2003A Bonds”), and (iv) the First Mortgage Bonds, Series 2004, dated October 21, 2004 (the “2004 Bonds”). The Refunding Bonds will rank on parity with the Building Corporation’s Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2015, dated March 10, 2015 (the “2015 Bonds”), now outstanding in the amount of \$30,925,000.

The Refunding Bonds are secured by and payable from fixed, semiannual lease rental payments (the “Lease Rentals”) to be paid by Anderson Community School Corporation (the “School Corporation”) directly to U.S. Bank National Association, in Indianapolis, Indiana (the “Trustee”) under a Trust Indenture between the Building Corporation and the Trustee dated as of September 1, 2004 (the “Original Indenture”), as supplemented by a First Supplemental Trust Indenture dated as of October 1, 2005 (the “First Supplemental Indenture”), a Second Supplemental Trust Indenture dated as of December 1, 2005 (the “Second Supplemental Indenture”), a Third Supplemental Trust Indenture dated as of March 1, 2006 (the “Third Supplemental Indenture”), a Fourth Supplemental Trust Indenture dated as of February 1, 2015 (the “Fourth Supplemental Indenture”), and a Fifth Supplemental Trust Indenture dated as of February 1, 2019 (the “Fifth Supplemental Indenture”) (collectively, the “Trust Indenture”) and the Leases (hereinafter defined) between the School Corporation and the Building Corporation and in accordance with Indiana Code Title 20, Article 47, Chapter 3. Such Lease Rentals are payable from ad valorem property taxes levied on all taxable property within the School Corporation in an amount sufficient to pay the Lease Rentals as they become due. The levy of taxes by the School Corporation to pay the Lease Rentals is mandatory under Indiana law. However, *see* “PROCEDURES FOR PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION” and “CIRCUIT BREAKER TAX CREDIT” herein. The Refunding Bonds are additionally secured by a first mortgage lien on the Leased Property (hereinafter defined). The Refunding Bonds shall not constitute an indebtedness of the School Corporation within the meaning of the provisions and limitations of the constitution of the State of Indiana.

The 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 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 Refunding Bonds (the “Beneficial Owners”) will not receive physical delivery of certificates representing their interests in the Refunding Bonds. Interest on the Refunding Bonds will be payable semiannually on January 20 and July 20 of each year, beginning July 20, 2019. Principal and interest will be disbursed on behalf of the Building Corporation by U.S. Bank National Association, in Indianapolis, Indiana (the “Registrar” and “Paying Agent”). Interest on the Refunding Bonds will be paid by check, mailed one business day prior to the interest payment date or by wire transfer to depositories. The principal of and premium, if any, on the Refunding Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent or by wire transfer to depositories who present the bonds at least two business days prior to the payment date. Interest on, together with the principal of, the 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 Refunding Bonds. The final disbursement of such payments to the Beneficial Owners of the Refunding Bonds will be the responsibility of the DTC Participants and the Indirect Participants. *See* “BOOK-ENTRY-ONLY SYSTEM”. The Refunding Bonds are not subject to optional redemption or mandatory sinking fund redemption prior to maturity.

*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.*

MATURITY SCHEDULE  
(Base CUSIP\* 033896)

<u>Maturity</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP</u>	<u>Maturity</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP</u>
January 20, 2020	\$2,000,000	5.00%	1.65%	MJ7	July 20, 2024	\$2,510,000	5.00%	1.86%	MT5
July 20, 2020	2,055,000	5.00%	1.66%	MK4	January 20, 2025	2,295,000	5.00%	1.93%	MU2
January 20, 2021	2,105,000	5.00%	1.68%	ML2	July 20, 2025	2,350,000	5.00%	1.96%	MV0
July 20, 2021	2,160,000	5.00%	1.69%	MM0	January 20, 2026	2,415,000	5.00%	2.01%	MW8
January 20, 2022	2,215,000	5.00%	1.71%	MN8	July 20, 2026	2,475,000	5.00%	2.05%	MX6
July 20, 2022	2,270,000	5.00%	1.72%	MP3	January 20, 2027	2,535,000	5.00%	2.12%	MY4
January 20, 2023	2,325,000	5.00%	1.76%	MQ1	July 20, 2027	1,995,000	5.00%	2.16%	MZ1
July 20, 2023	2,390,000	5.00%	1.77%	MR9	January 20, 2028	2,045,000	5.00%	2.23%	NA5
January 20, 2024	2,450,000	5.00%	1.84%	MS7					

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The Refunding Bonds are being offered for delivery when, as and if issued and received by J.P. Morgan Securities LLC et al. as the underwriters (the “Underwriters”) and subject to the approval of legality by Ice Miller LLP, Indianapolis, Indiana, Bond Counsel. Certain legal matters will be passed on by Bose McKinney & Evans LLP, as Attorney for the School Corporation and Building Corporation. The Refunding Bonds are expected to be available for delivery to DTC in New York, New York, on April 1, 2019.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE REFUNDING BONDS OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

No dealer, broker, salesman or other person has been authorized by the Building Corporation or the School Corporation to give any information or to make any representations, other than those contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the Building Corporation or 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 securities described herein by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the Building Corporation and the School Corporation, and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale of the securities described herein shall, under any circumstances, create any implication that there has been no change in the affairs of the Building Corporation or the School Corporation since the date of delivery of the securities described herein to the initial purchaser thereof. However, upon delivery of the securities, the Building Corporation and the School Corporation will provide a certificate stating that there have been no material changes in the information contained in the Final Official Statement since its delivery.

REFERENCES TO WEB SITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER’S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEB SITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS OFFICIAL STATEMENT FOR THE PURPOSES OF, AND AS THAT TERM IS DEFINED IN, SEC RULE 15C2-12.

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PROJECT PERSONNEL

Names and positions of officials and professionals who have taken part in the planning of the Refunding Bonds are:

Building Corporation Directors

Bill O'Neal, President, Assistant Treasurer  
Greg Kalisz, Vice President, Secretary  
Rich Sharp, Treasurer, Assistant Secretary

Board of School Trustees

Pat Hill, President  
Jeff Barranco, Vice President  
Holly Renz, Secretary  
Diane Airhart, Assistant Secretary  
Robert Bookhart  
Jean Chaille  
Timothy A. Long

Superintendent

Dr. Tim Smith

Chief Financial Officer

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*This introduction to the Official Statement contains certain information for quick reference only. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.*

## **FINAL OFFICIAL STATEMENT**

**\$38,590,000**

### **ANDERSON SCHOOL BUILDING CORPORATION**

**Anderson, Indiana**

### **AD VALOREM PROPERTY TAX FIRST MORTGAGE REFUNDING BONDS, SERIES 2019**

#### INTRODUCTION TO THE OFFICIAL STATEMENT

The Anderson School Building Corporation (the “Building Corporation”) is issuing \$38,590,000 of Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2019 (the “Refunding Bonds”). The Building Corporation was organized to issue bonds pursuant to Indiana Code Title 20, Article 47, Chapter 3 to finance the construction of and improvements to school buildings and lease them to the Anderson Community School Corporation (the “School Corporation”).

#### SECURITY AND SOURCES OF PAYMENT

Pursuant to a Lease Agreement executed on November 6, 2001, as amended by an Amendment to Lease dated as of March 1, 2006, and a Second Amendment to Lease dated as of January 1, 2019 (as amended, the “2001 Lease”), a Lease Agreement executed on October 8, 2002, as amended by an Amendment to Lease dated as of March 1, 2006, and a Second Amendment to Lease dated as of January 1, 2019 (as amended, the “2002 Lease”), a Lease Agreement executed on March 3, 2003, as amended by an Amendment to Lease dated as of March 1, 2006, and a Second Amendment to Lease dated as of January 1, 2019 (as amended, the “2003 Lease”), and a Lease Agreement executed on March 3, 2004, as amended by an Amendment to Lease dated as of March 16, 2005, a Second Amendment to Lease dated as of December 1, 2005, a Third Amendment to Lease dated as of March 1, 2006, a Fourth Amendment to Lease dated as of January 13, 2015, and a Fifth Amendment to Lease dated as of January 1, 2019 (as amended, the “2004 Lease” and together with the 2001 Lease, 2002 Lease, and 2003 Lease, the “Leases”) between the Building Corporation and the School Corporation, the Refunding Bonds are payable from semiannual lease rental payments (the “Lease Rentals”) to be paid by the School Corporation directly to U.S. Bank National Association, Indianapolis, Indiana (the “Trustee”). Such Lease Rentals are payable from ad valorem property taxes to be levied against all taxable property within the School Corporation. (However, *see* “PROCEDURES FOR PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION” and “CIRCUIT BREAKER TAX CREDIT” herein.) The Refunding Bonds will rank on parity with the Building Corporation’s Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2015, dated March 10, 2015 (the “2015 Bonds”), now outstanding in the amount of \$30,925,000.

The Refunding Bonds are additionally secured by a lien on the Leased Property (hereinafter defined). See page 6 for a description of Lease Rental Payments by the State of Indiana.

The current refunding of the Refunded Bonds (hereinafter defined) will be accomplished by creating an irrevocable trust account (the “Trust Account”) and depositing cash therein. The Refunded Bonds will be payable from the Trust Account from and after the date of delivery of the Refunding Bonds to and including the redemption date of April 1, 2019, which is the first date on which the Refunded Bonds may be redeemed. The Refunded Bonds will be redeemed with no redemption premium.

#### CIRCUIT BREAKER TAX CREDIT

Indiana Code Title 6, Article 1.1, Chapter 20.6 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 (“Circuit Breaker Tax Credit”). 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. The legislation requires local governments to fund their debt service obligations regardless of any property tax revenue shortfalls due to the Circuit Breaker Tax Credit. The State may intercept funds to pay debt service. (*See* “LEASE RENTAL PAYMENTS BY THE STATE OF INDIANA” and “CIRCUIT BREAKER TAX CREDIT” herein).

## PURPOSE

The Refunding Bonds are being issued for (i) the current refunding of \$43,320,000 of currently outstanding First Mortgage Refunding Bonds, Series 2006 dated March 21, 2006, originally issued in the amount of \$84,455,000 and maturing semiannually over a period ending January 15, 2028 (the "Refunded Bonds"), (ii) the interest payable on the Refunded Bonds through and including the redemption date of April 1, 2019, and (iii) to pay issuance costs. The proceeds from the sale of the Refunding Bonds, together with funds on hand, will be applied to the current refunding of the Refunded Bonds and to pay costs incurred with the refunding. In July 2019, excess lease rental will be deposited into a construction account held under the Trust Indenture, the proceeds of which will be used to renovate and improve facilities throughout the School Corporation

## REDEMPTION PROVISIONS

The Refunding Bonds are not subject to optional redemption or mandatory sinking fund redemption prior to maturity.

## DENOMINATIONS

The Refunding Bonds are being issued in the denomination of \$5,000 or any integral multiple thereof.

## REGISTRATION AND EXCHANGE FEATURES

The Trustee shall keep at its designated corporate trust office, a record for the registration of the Refunding Bonds. Each registered Refunding Bond shall be transferable or exchangeable only on such record at the designated corporate trust office of the Trustee at the written request of the registered owner thereof or his/her attorney duly authorized in writing upon surrender thereof, together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his/her duly authorized attorney.

## BOOK-ENTRY-ONLY SYSTEM

The Refunding Bonds shall initially be issued and held in book-entry form on the books of the central depository system. The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Refunding Bonds. The Refunding Bonds will be issued as fully-registered in the name of Cede & Co. (DTC's partnership nominee). One fully registered Refunding Bond certificate will be issued for the Refunding Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC. The Building Corporation and the Registrar and Paying Agent may deem and treat the Clearing Agency (Cede & Co.) as the absolute owner and holder of such Refunding Bond for all purposes including, without limitation, the receiving of payment of the principal of, premium, if any, and interest on such Refunding Bonds, the receiving of notice and the giving of consent. Interest payable July 20, 2019, and semiannually thereafter, will be paid by check mailed one business day prior to the interest payment date to the registered owner or by wire transfer on the interest payment date to the depository shown as the registered owner (Refer to "Book-Entry-Only System" herein).

## PROVISIONS FOR PAYMENT

The principal on the Refunding Bonds shall be payable at the designated corporate trust office of the Registrar and Paying Agent, or by wire transfer to DTC or any successor depository. All payments of interest on the Refunding Bonds shall be paid by check, mailed one business day prior to the interest payment date to the registered owners as the names appear as of the fifteenth day preceding the interest payment date and at the addresses as they appear on the registration books kept by the Registrar or at such other address as is provided to the Registrar or by wire transfer to DTC or any successor depository. If payment of principal or interest is made to DTC or any successor depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). Payments on the Refunding Bonds shall be made in lawful money of the United States of America, which, on the date of such payment, shall be legal tender.

So long as DTC or its nominee is the registered owner of the Refunding Bonds, principal and interest on the Refunding Bonds will be paid directly to DTC by the Paying Agent. (The final disbursement of such payments to the Beneficial Owners of the Refunding Bonds will be the responsibility of the DTC Participants and Indirect Participants, as defined and more fully described herein.)

#### NOTICES

If the office location at which principal is payable changes, the Trustee will give notice of such change by first-class mail to registered owners at least 15 days prior to the first principal payment date following the date of such change in location.

If the Trustee resigns, notice shall be given to the registered owners by mail at least 20 days prior to the date when such resignation shall take effect.

Notice of redemption shall be mailed to the registered owners of all Refunding Bonds, not less than 30 nor more than 60 days prior to the date fixed for redemption.

#### TAX MATTERS

In the opinion of Ice Miller LLP, Indianapolis, Indiana (“Bond Counsel”) under existing laws, regulations, judicial decisions and rulings, interest on the Refunding Bonds is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended to the date hereof (the “Code”), for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Such exclusion is conditioned on continuing compliance with the Tax Covenants (as hereinafter defined). In the opinion of Bond Counsel, under existing laws, regulations, judicial decisions and rulings, interest on the Refunding Bonds is exempt from income taxation in the State of Indiana. The Refunding Bonds are not bank qualified. *See* “TAX MATTERS” herein.

#### MISCELLANEOUS

The information contained in this Official Statement has been compiled from Building Corporation officials, School Corporation officials and other sources deemed to be reliable, and while not guaranteed as to completeness or accuracy, it is believed to be correct as of this date. However, the Official Statement speaks only as of its date, and the information contained herein is subject to change.

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Refunding Bonds, the security for the payment of the Refunding Bonds and the rights and obligations of the owners thereof. A complete text of the Trust Indenture and Escrow and Defeasance Agreement will be provided upon request. Additional information may be requested from the Chief Financial Officer, Anderson Community School Corporation, 1600 Hillcrest Avenue, Anderson, Indiana 46011, phone (765) 641-2010.

Any statements made in this Official Statement involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the owners of the Refunding Bonds.

### THE REFUNDING

#### THE REFUNDING PROGRAM

Pursuant to the terms of an escrow and defeasance agreement to be dated as of the date of delivery, entered into between the Building Corporation and U.S. Bank National Association, in Indianapolis, Indiana as the Escrow Trustee and Trustee, the current refunding of the Refunded Bonds will be accomplished by (a) creating the Trust Account to be held by the Escrow Trustee for the holders of the Refunded Bonds and (b) depositing therein a sum of cash. The funds needed to make the initial cash deposit to the Trust Account will be provided from the proceeds of the sale of the Refunding Bonds.

The cash on deposit with the Escrow Trustee will be available to make full and timely payment of all principal and interest due with respect to the Refunded Bonds to and including the redemption date of April 1, 2019, which is the first date on which the Refunded Bonds may be redeemed at which time the Refunded Bonds will be called for redemption with all interest due and no redemption premium.

Mathematical calculations of the adequacy of the Trust Account to fully provide for all payments enumerated above will be verified by H.J. Umbaugh & Associates, Certified Public Accountants, LLP, at the time of delivery of the Refunding Bonds. See "Verification" herein.

All monies on deposit with the Escrow Trustee are pledged solely and irrevocably for the benefit of the holders of the Refunded Bonds.

ESTIMATED SOURCES AND USES OF FUNDS

Estimated Sources of Funds

Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2019	\$38,590,000.00
Net Bond Premium (1)	5,288,373.77
Prior Issue Funds on Hand	<u>50,000.00</u>
Total Estimated Sources of Funds	<u>\$43,928,373.77</u>

Estimated Uses of Funds

Deposit to Escrow Account	\$43,776,847.08
Estimated Costs of Issuance (2)	<u>151,526.69</u>
Total Estimated Uses of Funds	<u>\$43,928,373.77</u>

(1) Represents original issue premium of \$5,364,054.55 less Underwriters' discount of \$75,680.78.

(2) Includes estimated fees for local counsel, bond counsel, municipal advisor, trustee, registrar and paying agent, rating, printing, and other miscellaneous expenses.

SCHEDULE OF AMORTIZATION OF \$38,590,000 PRINCIPAL AMOUNT OF  
AD VALOREM PROPERTY TAX FIRST MORTGAGE REFUNDING BONDS, SERIES 2019

<u>Payment Date</u>	<u>Principal Outstanding</u> (-----In Thousands-----)	<u>Principal</u>	<u>Interest Rates</u> (%)	<u>Interest</u>	<u>Total</u>	<u>Budget Year Total</u>
07/20/2019	\$38,590			\$584,209.72	\$584,209.72	\$584,209.72
01/20/2020	38,590	\$2,000	5.000	964,750.00	2,964,750.00	
07/20/2020	36,590	2,055	5.000	914,750.00	2,969,750.00	5,934,500.00
01/20/2021	34,535	2,105	5.000	863,375.00	2,968,375.00	
07/20/2021	32,430	2,160	5.000	810,750.00	2,970,750.00	5,939,125.00
01/20/2022	30,270	2,215	5.000	756,750.00	2,971,750.00	
07/20/2022	28,055	2,270	5.000	701,375.00	2,971,375.00	5,943,125.00
01/20/2023	25,785	2,325	5.000	644,625.00	2,969,625.00	
07/20/2023	23,460	2,390	5.000	586,500.00	2,976,500.00	5,946,125.00
01/20/2024	21,070	2,450	5.000	526,750.00	2,976,750.00	
07/20/2024	18,620	2,510	5.000	465,500.00	2,975,500.00	5,952,250.00
01/20/2025	16,110	2,295	5.000	402,750.00	2,697,750.00	
07/20/2025	13,815	2,350	5.000	345,375.00	2,695,375.00	5,393,125.00
01/20/2026	11,465	2,415	5.000	286,625.00	2,701,625.00	
07/20/2026	9,050	2,475	5.000	226,250.00	2,701,250.00	5,402,875.00
01/20/2027	6,575	2,535	5.000	164,375.00	2,699,375.00	
07/20/2027	4,040	1,995	5.000	101,000.00	2,096,000.00	4,795,375.00
01/20/2028	2,045	<u>2,045</u>	5.000	<u>51,125.00</u>	<u>2,096,125.00</u>	<u>2,096,125.00</u>
Totals		<u>\$38,590</u>		<u>\$9,396,834.72</u>	<u>\$47,986,834.72</u>	<u>\$47,986,834.72</u>

SECURITIES BEING OFFERED

AUTHORIZATION AND APPROVAL PROCESS

The Refunding Bonds are to be issued under the authority of Indiana law, including, without limitation, Indiana Code Title 20, Article 47, Chapter 3, and Title 5, Article 1, Chapter 5, as in effect on the date of delivery of the Refunding Bonds and pursuant to the Trust Indenture between the Building Corporation and the Trustee.

THE BUILDING CORPORATION

The Building Corporation was organized as a not-for-profit corporation pursuant to the Indiana Code Title 23, Article 17, for the sole purpose of acquiring land and constructing, renovating and improving school facilities to be leased to the School Corporation.

During its existence, the Building Corporation will operate entirely without profit to the Building Corporation, its officers or directors.

LEASED PROPERTY

The Leased Property consists of the land and construction improvements at Anderson Elementary School (the “2001 Leased Property”), Erksine Elementary School (the “2002 Leased Property”), East Side Elementary (the “2003 Leased Property”), and Anderson High School (the “2004 Leased Property”) provided for from proceeds of the Refunded Bonds (collectively, the 2001 Leased Property, 2002 Leased Property, 2003 Leased Property, and the 2004 Leased Property, the “Leased Property”). Construction of the improvements has been completed and Lease Rentals under the Leases have begun. Semiannual lease rental payments have been made on a timely basis for the Refunded Bonds.

## SECURITY AND SOURCES OF PAYMENT

The Refunding Bonds shall constitute an indebtedness of the Building Corporation payable in accordance with the terms of the Trust Indenture and secured by the pledge and assignment to the Trustee of the funds and accounts defined and described therein, including the Lease Rental and other funds as defined in the Trust Indenture. The Trust Indenture creates a continuing pledge by the Building Corporation to the bondholders to pay principal and interest on the Refunding Bonds, until the principal sum shall be fully paid. Funds for the Lease Rentals will be paid by or on behalf of the School Corporation directly to the Trustee (for the account of the Building Corporation) pursuant to the terms of the Leases. The Refunding Bonds are additionally secured by a lien on the Leased Property as described in the Trust Indenture.

If, for any reason, the Leased Property is partially or totally destroyed or unfit for occupancy, the fixed annual rental shall be proportionately abated. The Building Corporation is required by the Leases to maintain rental value insurance, in an amount equal to the full rental value for a period of up to two years. In addition, the proceeds of any property or casualty insurance would be used either to repair and reconstruct the Leased Property or retire obligations issued to finance the Leased Property. To the extent the damaged or destroyed Leased Property is not restored or repaired or is unfit for occupancy and use beyond the period covered by rental value insurance, the Building Corporation could have insufficient funds to pay debt service on the Refunding Bonds.

The Lease Rentals to be paid by the School Corporation during the term of the Leases are required to be in amounts sufficient to pay the principal of and interest on the Refunding Bonds and the 2015 Bonds. The Lease Rental is secured by a pledge of ad valorem property taxes levied on all taxable property in the School Corporation. The Refunding Bonds will rank on parity with the 2015 Bonds now outstanding in the amount of \$30,925,000.

The Building Corporation will acquire ownership of the real estate as described within the Leases. The ownership of a portion of the property covered under the 2001 Lease shall be for a term no less than July 5, 2024. The ownership of a portion of the property covered under the 2002 Lease shall be for a term no less than January 5, 2027. The ownership of a portion of the property covered under the 2003 Lease shall be for a term no less than January 5, 2028. The ownership of a portion of the property covered under the 2004 Lease shall be for a term no less than December 31, 2040. (See the Summary of the Leases.)

## LEASE RENTAL PAYMENTS BY THE STATE OF INDIANA

Indiana Code Title 20, Article 48, Chapter 1, Section 11, as amended by Public Law 167-2017 (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 (the "Debt Service Obligation") 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 upon failure to pay any Debt Service Obligation when due and upon notice and claim being filed with the Treasurer of the State of Indiana (the "State Treasurer"), the State Treasurer will pay the unpaid Debt Service Obligation of the school corporation within five (5) days, excluding Saturdays, Sundays and legal holidays of receiving such notice to the extent that the amounts described below as the Available Funds are available to the State Treasurer in accordance with the following procedures: (a) upon notice and claim being filed with the State Treasurer, 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 (the “Current Year School Distribution”), which begins on July 1 and ends on the immediately following June 30 (the “State Fiscal Year”), (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 equal to the lesser of the unpaid Debt Service Obligation or the amount to be distributed to the school corporation in the immediately succeeding State Fiscal Year (clauses (i) through and including (iii), collectively, the “Available Funds”). 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, first from all funds of the school corporation except tuition support. The estimated State distributions for State fiscal year 2019 and resulting debt service coverage levels are as follows:

Fiscal Year 2019 Basic Grant Distribution (all funds) (1)	<u>\$53,021,168</u>
Estimated Combined Maximum Annual Debt Service (2)	<u>\$14,812,371</u>
State Distributions Required to Provide Two-Times Coverage	<u>\$29,624,742</u>
State Distributions Above Two-Times Coverage Amount	<u>\$23,396,426</u>

- (1) Per the Indiana Department of Education, net of adjustments.
- (2) Based on combined outstanding debt for the year 2019 including debt service on the Refunding Bonds.

While the above description is based upon enacted legislation, the General Assembly may make amendments to such statutes and therefore there is no assurance of future events.

RELATIONSHIP OF ANNUAL LEASE RENTAL PAYMENTS TO ANNUAL DEBT SERVICE REQUIREMENTS

The Lease Rentals to be paid by the School Corporation each July 5 and January 5 for the use and occupancy of the Leased Property will be equal to an amount which, when added to funds in the Sinking Fund, will be sufficient to pay unpaid principal of and interest on the Refunding Bonds which is due on or before the July 20 and January 20 following such July 5 and January 5, plus an amount sufficient to provide for the fees of the Trustee and incidental expenses of the Building Corporation.

All Lease Rentals shall be paid by or on behalf of the School Corporation to the Trustee under the Trust Indenture or to such other bank or trust company as may from time to time succeed the Trustee as provided thereunder. All payments so made by or on behalf of the School Corporation shall be considered as payment to the Building Corporation of the Lease Rentals payable under the Leases.

ADDITIONAL BONDS

Additional bonds may be issued on parity with the 2015 Bonds and the Refunding Bonds subject to the terms and limitations of the Trust Indenture. Except as permitted by the Trust Indenture, the Building Corporation covenants that it will not incur any indebtedness other than the 2015 Bonds and the Refunding Bonds unless such additional indebtedness is payable solely from income of the Building Corporation other than the rental payments provided for in the Leases.

THE REFUNDING BONDS

INTEREST CALCULATION

Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

## REDEMPTION PROVISIONS

The Refunding Bonds are not subject to optional redemption or mandatory sinking fund redemption prior to maturity.

## BOOK-ENTRY-ONLY SYSTEM

The Refunding Bonds will be available only in book-entry form in the principal amount of \$5,000 or any integral multiple thereof. DTC will act as the initial securities depository for the Refunding Bonds. The ownership of one fully registered Bond will be registered in the name of Cede & Co., as nominee for DTC.

SO LONG AS CEDE & CO, AS NOMINEE OF DTC, IS THE REGISTERED OWNER OF THE REFUNDING BONDS, REFERENCES IN THIS OFFICIAL STATEMENT TO THE REGISTERED OWNERS (OR THE OWNERS) WILL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS.

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Refunding Bonds. The Refunding Bonds will be issued as fully-registered securities 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 will be issued for the Refunding Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world’s largest 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 S&P Global Ratings’ 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 Refunding Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Refunding Bonds on DTC’s records. The ownership interest of each actual purchaser of each 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 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 Refunding Bonds, except in the event that use of the book-entry system for the Refunding Bonds is discontinued.

To facilitate subsequent transfers, all 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 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 Refunding Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such 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 Refunding Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Refunding Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Refunding Bond documents. For example, Beneficial Owners of Refunding Bonds may wish to ascertain that the nominee holding the 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 Refunding Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 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 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 Refunding Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of principal, interest and redemption amounts, if any, on the 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 or the Paying Agent, on the 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 securities 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 (nor its nominee), the Paying Agent, or the Building Corporation, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Building Corporation or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursements 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 Refunding Bonds at any time by giving reasonable notice to the Building Corporation or the Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

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

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

In the event that the book-entry-only system is discontinued, the Paying Agent will provide for the registration of the Refunding Bonds in the name of the Beneficial Owners thereof. The Building Corporation, the Registrar, the Paying Agent and any other Fiduciary would treat the person in whose name any Refunding Bond is registered as the absolute owner of such Refunding Bond for the purposes of making and receiving payment of the principal thereof and interest thereon, and for all other purposes, and none of these parties would be bound by any notice or knowledge to the contrary.

*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 Refunding Bonds or (2) the Building Corporation elects to discontinue its use of DTC as a clearing agency for the Refunding Bonds, then the Building Corporation and the Paying Agent 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 Refunding Bonds, as are necessary or appropriate to discontinue use of DTC as a

clearing agency for the Refunding Bonds and to transfer the ownership of each of the Refunding Bonds to such person or persons, including any other clearing agency, as the holder of such Refunding Bonds may direct in accordance with the Trust Indenture. Any expenses of such a discontinuation and transfer, including any expenses of printing new certificates to evidence the Refunding Bonds will be paid by the Building Corporation.

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

The Lease Rentals are payable from ad valorem property taxes required by law to be levied by or on behalf of the School Corporation. Article 10, Section 1 of the Constitution of the State of Indiana ("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. The Indiana General Assembly enacted legislation (Indiana Code Title 6, Article 1.1, Chapter 20.6), which implements the Constitutional Provision and provides taxpayers with a tax credit for all property taxes in an amount that exceeds a certain percentage of the gross assessed value of eligible property. 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 of each year, the County Auditor must submit a certified statement of the assessed value of each taxing unit for the ensuing year to the Department of Local Government Finance ("DLGF"). The DLGF shall make the certified statement available on its gateway website located at <https://gateway.ifonline.org/> ("Gateway"). The County Auditor may submit an amended certified statement at any time before December 31 of the year preceding the budget year (as defined in IC 61-1-17-16(k)(2)), the date by which the DLGF must certify the taxing units' budgets.

The certified statement of assessed 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. In preparing the taxing unit's estimated budget, the governing body must consider the net property tax revenue that will be collected by the taxing unit during the ensuing year, after taking into account the DLGF's estimate of the amount by which the taxing unit's distribution of property taxes will be reduced by the application of the Circuit Breaker Tax Credit (as defined in the summary of "CIRCUIT BREAKER TAX CREDIT" herein), and after taking into account the DLGF's estimate of the maximum amount of net property tax revenue and miscellaneous revenue that the taxing unit will receive in the ensuing year. Before May 1 of each year after 2017, the fiscal officer of each political subdivision shall provide the DLGF with an estimate of the total amount of its debt service obligations (as defined in IC 6-1.1-20.6-9.8) that will be due in the last six months of the current year and in the ensuing year. Beginning in 2018, the DLGF shall provide to each political subdivision: (1) an estimate of the maximum property tax rate that may be imposed by the political subdivision for the ensuing year for each cumulative fund or other fund for which a maximum property tax rate is established by law; and (2) an estimate of property taxes payable for the ensuing year for debt service. Before August 1 of each year, the DLGF shall provide to each taxing unit (1) an estimate of the maximum amount of net property tax revenue and miscellaneous revenue that the unit will receive in the ensuing year if the unit's tax rates are imposed at the maximum allowable rate and levy under law and (2) an estimate of the amount by which the taxing unit's distribution of property taxes will be reduced due to the Circuit Breaker Tax Credit. Beginning in 2018, the State Budget Agency must provide to the DLGF and the County Auditor an estimate of the certified local income tax distribution before June 1, and the DLGF must provide by July 1, the estimated amounts to be distributed at the taxing level to the County Auditor.

The taxing unit must submit the following information to the DLGF via Gateway: (i) its estimated budget; (ii) the estimated maximum permissible tax levy, as determined by the DLGF; (iii) the current and proposed tax levies of each fund; (iv) the estimated amount, determined by the DLGF, by which the taxing unit's property taxes may be reduced by the Circuit Breaker Tax Credit; (v) the amount of excess levy appeals to be requested, if any; and (vi) the time and place at which the taxing unit will conduct a public hearing related to the information submitted to Gateway. The public hearing must be conducted at least ten days prior to the date the governing body establishes the budget, tax rate and levy, which by statute must each be established no later than November 1.

The budget, tax levy and tax rate of each taxing unit are subject to review by the DLGF, and the DLGF shall certify the tax rates and tax levies for all funds of taxing units subject to the DLGF's review. The DLGF may not increase a taxing district's budget by fund, tax rate or tax levy to an amount which exceeds the amount originally fixed by the taxing unit unless the taxing unit meets all of the following: (i) the increase is requested in writing by the taxing unit; (ii) the requested increase is published on the DLGF's advertising internet website; and (iii) notice is given to the county fiscal body of the DLGF's correction.

The DLGF may not approve a levy for lease payments by a school corporation to a building corporation if: (i) there are no bonds of the building corporation outstanding; and (ii) the building corporation has enough legally available funds on hand to redeem all outstanding bonds payable from the particular lease rental levy requested. However, the DLGF may increase the school corporation's tax rate and levy if the tax rate and levy proposed by the school corporation are not sufficient to make its lease rental payments.

Taxing units have until December 31 of the calendar year immediately preceding the ensuing calendar year to file a levy shortfall appeal. Beginning with budget year 2019, the DLGF must complete its review and certification of budgets, tax rates and levies, not later than December 31 of the year preceding the budget year, unless a taxing unit in the county issues debt after December 1 or intends to file a shortfall appeal under IC 6-1.1-18.5-16 in which case the DLGF must certify the budgets for the taxing units in the county by January 15 of the budget year.

On or before March 15, the County Auditor prepares the tax duplicate, which is a roll of property taxes payable in that year. The County Auditor publishes 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 the mailing of tax bills is delayed or a later due date is established by order of the DLGF. If an installment of property 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; unless 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 11 and November 11 of each year after one year of delinquency, 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 tax collections to the various taxing units on or about June 30 after the May 10 payment date and on or about 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 assessors using prescribed forms. The completed personal property return must be filed with the 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. Beginning January 1, 2016 pursuant to IC 6-1.1-3-7.2, 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 twenty thousand dollars (\$20,000) for that assessment date.

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 2.4, the 2011 Real Property Assessment Manual ("Manual"), as incorporated into 50 IAC 2.4 and the 2011 Real Property Assessment Guidelines, Version A ("Guidelines"), as adopted by the DLGF. P.L. 204-2016, SEC. 3, enacted in 2016, retroactive to January 1, 2016, amends State law to provide that "true tax value" for real property does not mean the value of the property to the user and that true tax value shall be determined under the rules of the DLGF. As a result of P.L. 204-2016, the DLGF has begun the process of amending the Manual. 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, as amended by P.L. 180-2016. Except for agricultural land, as discussed below, 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, hydroelectric systems, geothermal devices 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 the county's reassessment plan, as well as when changes occur in the property value due to new construction or demolition of improvements. Before July 1, 2013, and before May 1 of every fourth year thereafter, each county assessor will prepare and submit to the DLGF a

reassessment plan for the county. The DLGF must complete its review and approval of the reassessment plan before January 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 May 1 of a year, and must be completed on or before January 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 current reassessment plan once during each reassessment cycle. The reassessment of the first group of parcels under a county's reassessment plan begins on May 1, 2018, and is to be completed on or before January 1, 2019. Since 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.

Beginning in 2018, the County Auditor shall submit to the DLGF, parcel level data of certified net assessed values as required by and according to a schedule provided by the DLGF.

#### 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 (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), the Circuit Breaker Tax Credit is equal to the amount by which the property taxes attributable to the homestead exceed 1% 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% of the gross assessed value, property taxes attributable to other non-residential real property and personal property are limited to 3% of the gross assessed value. The Statute provides additional property tax limits for property taxes paid by certain senior citizens.

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. 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 or on bonds issued or leases entered into after June 30, 2008 to refund those bonds or leases, 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 (herein defined); however, application of the State Intercept Program will result in a shortfall in distributions to the school corporation’s general fund and school corporations are encouraged by the DLGF to fund any shortfall directly from the school corporation’s general fund to 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 local income tax distributions 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.

Pursuant to IC 6-1.1-20.6-9.9, a school corporation that is expected to experience sufficient Circuit Breaker Tax Credit loss may, prior to May 1 of a year, request the DLGF, to certify the amount of Circuit Breaker Tax Credit loss, making the school corporation an eligible school corporation under IC 6-1.1-20.6-9.9 (an “Eligible School Corporation”). An Eligible School Corporation may allocate its Circuit Breaker Tax Credit loss, for 2018 and 2019 proportionately across all school corporation property tax funds, including the debt service fund, and is exempt from the protected taxes requirement described below. The School Corporation did qualify for this exemption in 2018, and did use the exemption in 2018.

For 2019, 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 IC 6-1.1-20 or any other law; and (ii) the school corporation’s total debt service levy and total debt service tax rate in 2018 or 2019 is greater than the school corporation’s total debt service levy and total debt service tax rate in 2016, the school corporation will not be eligible to allocate its Circuit Breaker Tax Credit loss proportionately.

Except for an Eligible School Corporation, 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 School Corporation in those taxing districts in which the Circuit Breaker Tax 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 political subdivision 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 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.

For example, in March, 2016, the Indiana General Assembly passed legislation which revises the factors used to calculate the assessed value of agricultural land. This legislation is retroactive to the January 1, 2016, assessment date and applies to each assessment date thereafter. The revised factors enacted in the legislation may reduce the total assessed value of agricultural land, which could shift property tax liability from agricultural property owners to

other property owners. In addition, the reduction in the assessed value of agricultural land may result in a reduction of the total assessed value of a school corporation. A lower assessed value of a school corporation may result in higher tax rates in order for a school corporation to receive its approved property tax levy. See "PROCEDURES FOR PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION" herein.

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

According to the DLGF, the Circuit Breaker Tax Credit allocable to the School Corporation for budget years 2015, 2016 and 2017 were \$6,692,641, \$7,858,578 and \$7,993,009, respectively. The Circuit Breaker Tax Credit allocable to the School Corporation for budget year 2018 was \$8,019,688. These estimates do not include the estimated debt service on the Refunding Bonds and the Lease Rentals on the Lease securing the Refunding Bonds.

The Circuit Breaker Tax Credit amounts above 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 Indiana General Assembly in the future. The effects of these changes could affect the Circuit Breaker Tax Credit 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 in local option income taxes applied to property tax relief could increase effective property tax rates and the amount of the lost revenue due to the Circuit Breaker Tax Credit, and the resulting increase could be material.

CONTINUING DISCLOSURE

Pursuant to continuing disclosure requirements promulgated by the Securities and Exchange Commission ("SEC") in SEC Rule 15c2-12, as amended (the "SEC Rule"), the School Corporation has entered into a Master Continuing Disclosure Undertaking dated October 25, 2018, as amended by a First Amendment to Master Continuing Disclosure Undertaking (as amended, the "Original Undertaking"). In connection with the issuance of the Bonds, the School Corporation will enter into a First Supplement to the Original Undertaking (the "Supplement" and together with the Original Undertaking, the "Undertaking"). Pursuant to the terms of the Undertaking, the School Corporation agrees to provide the information detailed in the Undertaking, the form of which is attached hereto as Appendix E.

The School Corporation may, from time to time, amend or modify the Undertaking without the consent of or notice to the owners of the Refunding Bonds if either (a)(i) such amendment or modification 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 the School Corporation, or type of business conducted; (ii) the Undertaking, as so amended or modified, would have complied with the requirements of the SEC Rule on the date of execution of the Undertaking, after taking into account any amendments or interpretations of the SEC Rule, as well as any change in circumstances; and (iii) such amendment or modification does not materially impair the interests of the holders of the Refunding Bonds, as determined either by (A) nationally recognized bond counsel or (B) an approving vote of the holders of the Refunding Bonds pursuant to the terms of the Trust Indenture at the time of such amendment or modification; or (b) such amendment or modification (including an amendment or modification which rescinds the Undertaking) is permitted by the SEC Rule, then in effect.

The School Corporation may, at its sole discretion, utilize an agent in connection with the dissemination of any annual financial information required to be provided by the School Corporation pursuant to the terms of the Undertaking.

The purpose of the Undertaking is to enable the Underwriters to purchase the Refunding Bonds by providing for an undertaking by the School Corporation in satisfaction of the SEC Rule. The Undertaking is solely for the benefit of the owners of the Refunding Bonds and creates no new contractual or other rights for the SEC, underwriters, brokers, dealers, municipal securities dealers, potential customers, other obligated persons or any other third party. The sole remedy against the School Corporation for any failure to carry out any provision of the Undertaking shall be for specific performance of the School Corporation's disclosure obligations under the Undertaking and not for money damages of any kind or in any amount or any other remedy. The School Corporation's failure to honor its covenants under the Undertaking shall not constitute a breach or default of the Refunding Bonds, the Trust Indenture, the Leases or any other agreement.

In order to assist the Underwriters in complying with the Underwriters' obligations pursuant to SEC Rule 15c2-12, the School Corporation represents that in the previous five years it has not fully complied with its previous undertakings including, but not limited to, the following instances: unaudited financial statements and operating data for the calendar year ending December 31, 2013 were not filed on a timely basis. Certain rating changes were not filed on a timely basis. The School Corporation makes no representation as to any potential materiality of such prior instances, as materiality is dependent upon individual facts and circumstances. The School Corporation has contracted with H.J. Umbaugh and Associates, Certified Public Accountants, LLP, as dissemination agent to assist with future compliance filings.

#### BOND RATING

S&P Global Ratings ("S&P Global") has assigned a programmatic bond rating of "AA+" to the Refunding Bonds based upon the Indiana State Intercept Program (see page 6 for a description of Lease Rental Payments by the State of Indiana). S&P Global has also assigned an underlying rating of "A" to the Refunding Bonds. Such ratings reflect only the view of S&P Global and any explanation of the significance of such ratings may only be obtained from S&P Global.

The ratings are not a recommendation to buy, sell or hold the Refunding Bonds, and such ratings may be subject to revision or withdrawal at any time by S&P Global. Any downward revision or withdrawal of the ratings may have an adverse effect upon the market price of the Refunding Bonds.

The School Corporation did not apply to any other rating service for a rating on the Refunding Bonds.

#### UNDERWRITING

The Refunding Bonds are being purchased by J.P. Morgan Securities LLC et al. (the "Underwriters") at a purchase price of \$43,878,373.77, which is the par amount of the Refunding Bonds of \$38,590,000.00 less the Underwriters' discount of \$75,680.78 plus the original issue premium of \$5,364,054.55.

The Underwriters intend to offer the Refunding Bonds to the public at the offering prices set forth on the inside cover page of this Official Statement. The Underwriters may allow concessions to certain dealers (including dealers in a selling group of the Underwriters and other dealers depositing the Refunding Bonds into investment trusts), who may reallow concessions to other dealers. After the initial public offering, the public offering price may be varied from time to time by the Underwriters.

#### MUNICIPAL ADVISOR

Baker Tilly Municipal Advisors, LLC (successor to H.J. Umbaugh & Associates, Certified Public Accountants, LLP) (the "Municipal Advisor" or "Baker Tilly") has been retained by the School Corporation to provide certain financial advisory services including, among other things, preparation of the deemed "nearly final" Preliminary Official Statement and the Final Official Statement (the "Official Statements"). The information contained in the Official Statements has been compiled from records and other materials provided by School Corporation officials and other sources deemed to be reliable. The Municipal Advisor has not and will not independently verify the completeness and accuracy of the information contained in the Official Statements.

The Municipal Advisor's duties, responsibilities and fees arise solely as Municipal Advisor to the School Corporation and they have no secondary obligations or other responsibility. However, Baker Tilly is preparing the Escrow Verification Report and Lease Sufficiency Report for the Refunding Bonds. The Municipal Advisor's fees are expected to be paid from proceeds of the Refunding Bonds.

#### *Municipal Advisor Registration:*

Baker Tilly is a Municipal Advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. As such, Baker Tilly is providing certain specific municipal advisory services to the School Corporation, but is neither a placement agent to the School Corporation nor a broker/dealer and cannot participate in the underwriting of the Refunding Bonds.

The offer and sale of the Refunding Bonds shall be made by the School Corporation, in the sole discretion of the School Corporation, and under its control and supervision. The School Corporation agrees that Baker Tilly does not undertake to sell or attempt to sell the Refunding Bonds, and will take no part in the sale thereof.

On March 1, 2019, H.J. Umbaugh & Associates, Certified Public Accountants, LLP (“Umbaugh”) effected a business combination with Baker Tilly Virchow Krause, LLP, (Chicago, Illinois), a financial services and accounting firm (“Umbaugh/Baker Tilly Combination”). Baker Tilly Virchow Krause, LLP also anticipates combining with Springsted Incorporated, (Saint Paul, Minnesota), a municipal and management advisory firm, which is expected to become effective the second quarter of 2019. As part of the Umbaugh/Baker Tilly Combination, (a) the School Corporation consented to the assignment of its engagement to perform municipal advisory services from Umbaugh to Baker Tilly and (b) Umbaugh’s former municipal advisor representatives became representatives of Baker Tilly.

*Other Financial Industry Activities and Affiliations:*

Umbaugh Cash Advisory Services, LLC (“UCAS”) is a wholly-owned subsidiary of Umbaugh. Since the Umbaugh/Baker Tilly Combination, all the representatives of UCAS are employees of Baker Tilly Virchow Krause, LLP, an advisory, tax and assurance firm headquartered in Chicago, Illinois. Baker Tilly Virchow Krause, LLP, and its affiliated entities, have operations in North America, South America, Europe, Asia and Australia. UCAS is an independent member of Baker Tilly International, a worldwide network of independent accounting and business advisory firms in 47 territories, with 33,600 professionals.

UCAS is registered as an investment adviser with the Securities and Exchange Commission under the federal Investment Advisers Act. UCAS provides non-discretionary investment advice with the purpose of helping clients create and maintain a disciplined approach to investing their funds prudently and effectively. UCAS may provide advisory services to the clients of Baker Tilly.

UCAS has no other activities or arrangements that are material to its advisory business or its clients with a related person who is a broker-dealer, investment company, other investment adviser or financial planner, bank, law firm or other financial entity.

**PROPOSED LEGISLATION**

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Refunding Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Code or court decisions may also affect the market price for, or marketability of, the Refunding Bonds. Prospective purchasers of the Refunding Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Legislation affecting municipal bonds is considered from time to time by the United States Congress and the Executive Branch, including some proposed changes under consideration at the time of issuance of the Refunding Bonds. Bond Counsel's opinion is based upon the law in existence on the date of issuance of the Refunding Bonds. It is possible that legislation enacted after the date of issuance of the Refunding Bonds or proposed for consideration will have an adverse effect on the excludability of all or a part of the interest on the Refunding Bonds from gross income, the manner in which such interest is subject to federal income taxation or the market price of the Refunding Bonds.

Legislation affecting municipal bonds is considered from time to time by the Indiana legislature and Executive Branch. It is possible that legislation enacted after the date of the Refunding Bonds or proposed for consideration will have an adverse effect on payment or timing of payment or other matters impacting the Refunding Bonds.

The School Corporation cannot predict the outcome of any such federal or state proposals as to passage, ultimate content or impact if passed, or timing of consideration or passage. Purchasers of the Refunding Bonds should reach their own conclusions regarding the impact of any such federal or state proposals.



## TAX MATTERS

In the opinion of Ice Miller LLP, Indianapolis, Indiana (“Bond Counsel”) under existing laws, regulations, judicial decisions and rulings, interest on the Refunding Bonds is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”) for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. This opinion is conditioned on continuing compliance by the School Corporation with the Tax Covenants (hereinafter defined). Failure to comply with the Tax Covenants could cause interest on the Refunding Bonds to lose the exclusion from gross income for federal income tax purposes retroactive to the date of issue. In the opinion of Bond Counsel, under existing laws, regulations, judicial decisions and rulings, interest on the Refunding Bonds is exempt from income taxation in the State of Indiana (the “State”). This opinion relates only to the exemption of interest on the Refunding Bonds for State income tax purposes. See Appendix D for the form of opinion of Bond Counsel.

The Code imposes certain requirements which must be met subsequent to the issuance of the Refunding Bonds as a condition to the exclusion from gross income of interest on the Refunding Bonds for federal income tax purposes. The School Corporation will covenant not to take any action, within its power and control, nor fail to take any action with respect to the Refunding Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Refunding Bonds pursuant to Section 103 of the Code (collectively, the “Tax Covenants”). The Trust Indenture and certain certificates and agreements to be delivered on the date of delivery of the Refunding Bonds establish procedures under which compliance with the requirements of the Code can be met. It is not an event of default under the Trust Indenture if interest on the Refunding Bonds is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not in effect on the issue date of the Refunding Bonds.

Indiana Code § 6-5.5 imposes a franchise tax on certain taxpayers (as defined in Indiana Code § 6-5.5) which, in general, include all corporations which are transacting the business of a financial institution in Indiana. The franchise tax will be 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. Taxpayers should consult their own tax advisors regarding the impact of this legislation on their ownership of the Refunding Bonds.

Although Bond Counsel will render an opinion in the form attached as Appendix D hereto, the accrual or receipt of interest on the Refunding Bonds may otherwise affect a bondholder's federal income tax or state tax liability. The nature and extent of these other tax consequences will depend upon the bondholder's particular tax status and a bondholder's other items of income or deduction. Taxpayers who may be affected by such other tax consequences include, without limitation, individuals, financial institutions, certain insurance companies, S corporations, certain foreign corporations, individual recipients of Social Security or railroad retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry the Refunding Bonds. Bond Counsel expresses no opinion regarding any other such tax consequences. Prospective purchasers of the Refunding Bonds should consult their own tax advisors with regard to the other tax consequences of owning the Refunding Bonds.

The Refunding Bonds are not bank qualified.

## AMORTIZABLE BOND PREMIUM

The initial offering price of the Refunding Bonds (collectively, the “Premium Bonds”), is greater than the principal amount payable at maturity. 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 offering will be required to adjust the owner's basis in the Premium Bond downward as a result 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 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 owner’s yield to maturity, with compounding at the end of each accrual period. Rules for determining (i) the amount of amortizable Bond Premium and (ii) the amount amortizable in a particular year are set forth in 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 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 Premium Bonds and with respect to the state and local tax consequences of owning and disposing of 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 treatment of Bond Premium.

#### LITIGATION

To the knowledge of the officers and counsel for the Building Corporation, there is no litigation pending, or threatened, against the Building Corporation or the School Corporation, which in any way questions or affects the validity of the Refunding Bonds, or any proceedings or transactions relating to the issuance, sale or delivery thereof.

The officers and counsel for the Building Corporation will certify at the time of delivery of the Refunding Bonds that there is no litigation pending or in any way threatened questioning the validity of the Refunding Bonds, or any of the proceedings had relating to the authorization, issuance and sale of the Refunding Bonds, or the Trust Indenture that would result in a material adverse impact on the financial condition of the School Corporation.

#### CERTAIN LEGAL MATTERS

Legal matters incident to the authorization and issuance of the Refunding Bonds are subject to the unqualified approving opinion of Ice Miller LLP, Indianapolis, Indiana, Bond Counsel, whose approving opinion will be available at the time of delivery of the Refunding Bonds. Ice Miller LLP has not been asked nor has it undertaken to review the accuracy or sufficiency of this Official Statement, and will express no opinion thereon. The form of opinion of Bond Counsel is included as Appendix D of this Official Statement.

#### LEGAL OPINIONS AND ENFORCEABILITY OF REMEDIES

The various legal opinions to be delivered concurrently with the delivery of the 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 remedies available to the bondholders upon a default under the Trust Indenture, or to the Building Corporation under the Leases, 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 remedies provided in the Trust Indenture and the Leases may not be readily available or may be limited. Under federal and State environmental laws certain liens may be imposed on property of the Building Corporation from time to time, but the Building Corporation has no reason to believe, under existing law, that any such lien would have priority over the lien on the property taxes pledged to owners of the Refunding Bonds.

The various legal opinions to be delivered concurrently with the delivery of the 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, moratorium 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), in a manner consistent with the public health and welfare. Enforceability of the Trust Indenture and the Leases in a situation where such enforcement may adversely affect public health and welfare may be subject to these police powers.

### VERIFICATION

The mathematical calculations of the adequacy of the cash deposited with the Escrow Trustee to pay when due all principal of and interest on the Refunded Bonds to and including April 1, 2019, and to redeem on that date all then outstanding Refunded Bonds, together without premium, and the mathematical calculation supporting the conclusion of Ice Miller LLP, Indianapolis, Indiana, Bond Counsel, that the Refunding Bonds are not “arbitrage bonds” under Section 148 of the Internal Revenue Code of 1986, will be verified by Baker Tilly, Municipal Advisors, LLC. Such computations will be based upon information, assumptions and calculations supplied by the Underwriters.

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The Building Corporation and School Corporation certify to the best of their knowledge and belief that this Official Statement, as of its date and as it relates to the School Corporation and its economic and financial condition, (i) is complete and accurate; (ii) does not contain any untrue statement of a material fact; and (iii) does not omit any material facts or information which would make the statements contained herein misleading.

This Official Statement and its execution are duly authorized.

ANDERSON SCHOOL BUILDING  
CORPORATION

By: W. E. O'Neal  
President

Attest: Gregory Kalicz  
Secretary

ANDERSON COMMUNITY SCHOOL  
CORPORATION

By: [Signature]  
Superintendent

## APPENDIX A



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**ANDERSON COMMUNITY SCHOOL CORPORATION**

**SYSTEM OVERVIEW**

Anderson Community School Corporation (“the School Corporation”) is located in Madison County, in east central Indiana. The School Corporation encompasses the majority of the City of Anderson, the Towns of Chesterfield, Country Club Heights, Edgewood, River Forest and Woodlawn Heights. The School Corporation includes the Townships of Anderson, Lafayette, Richland and Union. The School Corporation consists of 11 schools, including one high school, one middle school, six elementary schools, one kindergarten extension (for two elementary schools), one preschool center, and one career center.

**FACILITIES**

The School Corporation presently operates the following schools.

<u>School</u>	<u>Grades</u>	<u>Year Opened</u>	<u>Additions/ Renovations</u>
Southview Preschool Center*	Pre-K	1966	2018
Killbuck Kindergarten Extension*	K	1974	N/A
Valley Grove Elementary School	1 – 5	1958	1987, 2018
Tenth Street Elementary School	1 – 5	1960	1978, 2018
Erskine Elementary School	K – 5	2004	2018
Edgewood Elementary School	K – 5	1974	2018
Eastside Elementary School	1 – 5	2005	2018
Anderson Elementary School	K – 5	2003	2018
Highland Middle School	6 – 8	1955	2005-2006, 2018
Anderson High School	9 – 12	1956	2005-2008, 2018
Anderson High School: District 26 at Ebbertt*		1971	2014, 2018

\*Southview Preschool Center, Killbuck Kindergarten Extension, and Anderson High School: District 26 at Ebbertt are not included in the 2018/2019 Fall ADM enrollment count.

**SERVICES**

The School Corporation provides a complete academic curriculum for grades Pre-K – 12. A comprehensive special education program is provided for students of the School Corporation. The School Corporation also provides classes for adults interested in taking an Adult Education High School Equivalency Diploma class and classes towards earning a GED. The School Corporation, as well as a kindergarten extension, which serves two elementary schools, also offer a preschool center. Advanced Placement (AP) courses are available at the high school as well.

**ENROLLMENT**

Presented below are enrollment figures as provided by the School Corporation. The statistics represent the number of students enrolled at the beginning of the school years.

<u>School</u>	<u>School Year</u>									
	<u>2009/ 2010</u>	<u>2010/ 2011</u>	<u>2011/ 2012</u>	<u>2012/ 2013</u>	<u>2013/ 2014</u>	<u>2014/ 2015</u>	<u>2015/ 2016</u>	<u>2016/ 2017</u>	<u>2017/ 2018</u>	<u>2018/ 2019</u>
Totals	<u>8,780</u>	<u>7,834</u>	<u>6,676</u>	<u>6,549</u>	<u>6,521</u>	<u>6,482</u>	<u>6,683</u>	<u>6,725</u>	<u>6,819</u>	<u>6,715</u>

Presented below are total projected enrollment figures as provided by the School Corporation.

<u>Year</u>	<u>Projected Enrollment</u>
2019/2020	6,800
2020/2021	6,800
2021/2022	6,800
2022/2023	6,800
2023/2024	6,800

**BOARD OF SCHOOL TRUSTEES**

<u>Name</u>	<u>Current Term Began</u>	<u>Current Term Ends</u>
Pat Hill, President	January 1, 2019	December 31, 2022
Jeff Barranco, Vice President	January 1, 2019	December 31, 2022
Holly Renz, Secretary	January 1, 2017	December 31, 2020
Diane Airhart, Assistant Secretary	January 1, 2019	December 31, 2022
Robert Bookhart	January 1, 2017	December 31, 2020
Jean Chaille	January 1, 2019	December 31, 2022
Timothy A. Long	January 1, 2017	December 31, 2020

**ADMINISTRATION AND STAFF**

The School Corporation is under the direction of a seven-member elected Board of School Trustees who serve four-year terms. The Superintendent, appointed by the Board, directs a certified staff of 489 and a non-certified staff of 200 with union representation as follows:

<u>Union Name</u>	<u>Union Representation</u>	<u>Number of Members</u>	<u>Contract Expiration Date</u>
Anderson Federation of Teachers	Teachers	438	June 30, 2019
Anderson Federation of Teachers	Non Certified Staff	99	June 30, 2019

**PENSION OBLIGATIONS**

**Public Employees' Retirement Fund**

**Plan Description**

The Indiana Public Employees' Retirement Fund (PERF) is a defined benefit pension plan. PERF is an agent multiple-employer public employee retirement system, which provides retirement benefits to plan members and beneficiaries. All full-time employees are eligible to participate in this defined benefit plan. State statutes (IC 5-10.2 and 5-10.3) govern, through the Indiana Public Retirement System (INPRS) Board, most requirements of the system, and give the School Corporation authority to contribute to the plan. The PERF retirement benefit consists of the pension provided by employer contributions plus an annuity provided by the member's annuity savings account. The annuity savings account consists of members' contributions, set by state statute at 3 percent of compensation, plus the interest credited to the member's account. The employer may elect to make the contributions on behalf of the member.

INPRS administers the plan and issues a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole and for its participants. That report may be obtained by contacting:

Indiana Public Retirement System  
1 North Capital Street, Suite 001  
Indianapolis, IN 46204  
Ph. (888) 526-1687

#### Funding Policy and Annual Pension Cost

The contribution requirements of the plan members for PERF are established by the Board of Trustees of INPRS.

Employer contributions for the year 2017 were \$838,908.66.

#### Teacher's Retirement Fund

##### Plan Description

The Indiana Teacher's Retirement Fund (TRF) is a defined benefit pension plan. TRF is a cost-sharing multiple-employer public employee retirement system, which provides retirement benefits to plan members and beneficiaries. All employees engaged in teaching or in the supervision of teaching in the public schools of the State of Indiana are eligible to participate in TRF. State statute (IC 5-10.2) governs, through the Indiana Public Retirement System (INPRS) Board, most requirements of the system, and gives the School Corporation authority to contribute to the plan. The TRF retirement benefit consists of the pension provided by employer contributions plus an annuity provided by the member's annuity savings account. The annuity savings account consists of members' contributions, set by state statute at 3 percent of compensation, plus the interest credited to the member's account. The School Corporation may elect to make the contributions on behalf of the member.

INPRS issues a publicly available financial report that includes financial statements and required supplementary information for the TRF plan as a whole and for its participants. That report may be obtained by contacting:

Indiana Public Retirement System  
1 North Capital Street, Suite 001  
Indianapolis, IN 46204  
Ph. (888) 286-3544

#### Funding Policy and Annual Pension Cost

The School Corporation contributes the employer's share to TRF for certified employees employed under a federally funded program and all the certified employees hired after July 1, 1995. The School Corporation currently receives partial funding, through the school funding formula, from the State of Indiana for this contribution. The employer's share of contributions for certified personnel who are not employed under a federally funded program and were hired before July 1, 1995, is considered to be an obligation of, and is paid by, the State of Indiana.

Employer contributions for the year 2017 were \$2,587,783.81.

#### Other Postemployment Benefits

At retirement the retiree is eligible to remain on the School Corporation's health insurance plan at no cost to the School Corporation.

All unused accrued paid time off is paid out at time of retirement. In 2017, the School Corporation paid out \$297,325.

### **GENERAL PHYSICAL AND DEMOGRAPHIC INFORMATION**

#### **LOCATION**

The School Corporation is located in Madison County in east central Indiana. The School Corporation is approximately 40 miles northeast of Indianapolis and 85 miles south of Fort Wayne.

## **GENERAL CHARACTERISTICS**

The City of Anderson (the “City”), a residence of a majority of the students to the School Corporation, serves as the county seat to Madison County. In addition to the employment opportunities, such as the multinational corporation Nestlé, the City is located on Interstate 69, providing a reasonable commute to Indiana’s largest city and capital, Indianapolis.

In addition to the employment opportunities for Anderson, there are cultural, outdoors and entertainment opportunities available. Mounds State Park is located in Anderson, which features “earthworks” which were built by prehistoric Native Americans, as well as fishing, hiking and picnicking areas among other activities. For entertainment, the City is also the location of Hoosier Park Racing and Casino. Hoosier Park Racing and Casino has an electronic casino, a track which hosts horse races, live entertainment and dining. In the historic district of downtown Anderson, there is the Paramount Theatre Centre & Ballroom, which has been in existence for nearly 87 years and continues to host performances.

## **PLANNING AND ZONING**

The City has a nine-member Plan Commission to provide orderly growth for residential, commercial and industrial areas within the School Corporation and a two-mile jurisdiction surrounding its limits. The City also has a five-member Board of Zoning Appeals.

## **HIGHER EDUCATION**

Anderson University (the “University”), is a 77-acre liberal arts university founded in 1917 by the Church of God located on the east side of the City. The University provides 50 undergraduate majors and graduate degrees to approximately 1,671 students. Purdue University College of Technology, Harrison College and Ivy Tech Community college are also located in the City. Ball State University is located 25 miles away from Anderson in nearby Muncie, Indiana.

Purdue University created the Polytechnic Institute in the City of Anderson (the “Institute”). The facility was built on 11.6 acres that used to be part of the General Motors Plant 3. The Institute leases 44,000 square feet and the remaining 50,000 is available for startup companies. The goal of the campus is to promote education and collaboration with companies that use and promote the latest in advanced manufacturing technology. The Institute offers six undergraduate majors, two certificates and one associate degree.

## **GENERAL ECONOMIC AND FINANCIAL INFORMATION**

### **COMMERCE AND INDUSTRY**

The City is home to a variety of industries which include alternative energy, technology and healthcare. The first and second largest employers of the City are both in the field of healthcare.

Warehousing, Inc. is creating a new \$30 million cold storage warehouse facility. The project broke ground November 29, 2017 and construction is expected to be completed in 2019. The project includes a 250,000 square foot facility. The 76-acre site leaves room for a potential maximum build of more than 1,000,000 square feet as the facility continues to grow, according to Tippmann Group, the construction company building the facility. The facility expects to employ 60 workers.

NTK Precision Axle completed a new 300,000 square foot, \$98 million production facility in March 2018. The new facility created 198 new jobs and has a projected annual payroll of \$7.2 million.

According to the Herald Bulletin, in February 2017 Sutong China Tire Resources purchased a vacant former General Motors Plant 20 in Anderson. The company is upgrading the 330,000 square foot building and anticipates to create between 20 and 40 jobs. The company primarily serves the utility and RV trailer industry.

Hy-Pro Filtration, initially invested \$10.5 million when it moved to Anderson in 2015. The company announced in June 2018 plans to invest an additional \$1.6 million in new equipment and creation of an additional 30 jobs.

In December 2017, Nestlé USA (“Nestlé”) announced an \$80 million expansion at its Anderson location. The Nestlé facility in Anderson will be purchasing new equipment and will be adding approximately 30 jobs. Since 2009 Nestlé has invested more than \$800 million into its Anderson facility.

Italpollina, a producer of organic fertilizers, biostimulants of vegetal origin and beneficial microorganisms, built a 70,000 square foot facility at an estimated cost of \$4.5 million. The facility opened in 2018 and Italpollina plans to invest \$4.7 million in equipment. Italpollina also announced an additional \$6 million investment in the City. The second phase will consist of the construction of a 70,000 square foot building to the north of the existing facility and to the west of Purdue Polytechnic Institute and will serve as a research and development center. Italpollina intends to hire 35 employees by the end of 2019.

Sirmax North America, a supplier and producer of plastic compounds and resins opened its new headquarters in the City in September 2017. Additionally, in September 2017, Sirmax North America announced it will add a third production line to bring production capacity to 80 million pounds of plastic components for the automotive, home appliance, electrical and furniture industry. The company expects to employ 50 employees by 2020.

The Tower Apartments in downtown Anderson, are currently being renovated. Construction is expected to be completed in late 2019 or early 2020. The Tower Apartments will consist of newly renovated one bedroom and two bedroom apartments. The majority of the units will be priced at market rate, while five units will be considered affordable housing units as required by the City.

## LARGE EMPLOYERS

Below is a list of the City of Anderson's largest employers. The number of employees shown are as reported by company personnel unless otherwise noted. Because of reporting time lags and other factors inherent in collecting and reporting such information, the statistics may not reflect recent employment levels.

<u>Name</u>	<u>Year Established</u>	<u>Type of Business</u>	<u>Reported Employment</u>
Community Hospital Anderson	1962	Hospital facility and satellite facilities	1,990
St. Vincent Anderson Regional Hospital	-	Hospital and satellite facility	1,670
Hoosier Park Racing and Casino	1994	Race track and casino	1,112
Madison County	1823	Municipal government	855 (1)
Nestlé USA	2008	Beverage production and distribution	800
Anderson Community School Corporation	-	Public school	689 (2)
Carter Logistics	1983	Logistics	675
City of Anderson	1844	Municipal government	607 (3)
Conduent (Formerly Xerox)	2007	Call / data center	570
Anderson University	1917	Higher education / university	445

(1) Includes 576 full and 279 part-time employees.

(2) Includes 489 certified and 200 non-certified employees.

(3) Includes 564 full and 43 part-time employees.

**EMPLOYMENT**

<u>Year</u>	<u>Unemployment Rate</u>		<u>Labor Force</u>
	<u>Madison County</u>	<u>Indiana</u>	<u>Madison County</u>
2013	9.3%	7.7%	58,069
2014	7.1%	6.0%	57,897
2015	5.7%	4.8%	58,222
2016	5.0%	4.4%	58,937
2017	3.9%	3.5%	58,889
2018, November	4.0%	3.7%	60,426

Source: Indiana Business Research Center. Data collected as of January 18, 2019.

**BUILDING PERMITS**

Provided below is a summary of the number of building permits and estimated construction costs for the City.

<u>Year</u>	<u>Residential</u>		<u>Commercial</u>		<u>Industrial</u>	
	<u>Total Permits</u>	<u>Estimated Costs</u>	<u>Total Permits</u>	<u>Estimated Costs</u>	<u>Total Permits</u>	<u>Estimated Costs</u>
2013	1,376	\$9,572,103	265	\$62,474,705	0	\$0
2014	1,594	10,457,872	289	90,007,198	0	0
2015	1,534	10,947,332	244	87,781,382	0	0
2016 (1)	1,853	22,000,000	314	122,253,861	1	4,200,000
2017	2,020	20,352,190	349	37,235,051	2	39,500,000

(1) Clerical errors were made in the original 2016 residential estimated costs. Per the Department of Municipal Development, \$22,000,000 is a more reasonable estimate.

Source: City of Anderson Department of Municipal Development

**POPULATION**

<u>Year</u>	<u>Anderson Community School Corporation*</u>		<u>Madison County</u>	
	<u>Population</u>	<u>Percent of Change</u>	<u>Population</u>	<u>Percent of Change</u>
1970	88,344	11.06%	138,522	10.10%
1980	86,222	-2.40%	139,336	0.59%
1990	79,584	-7.70%	130,669	-6.22%
2000	79,917	0.42%	133,358	2.06%
2010	75,384	-5.67%	131,636	-1.29%
2017, Est.	74,065	-1.75%	129,498	-1.62%

\*Population includes Anderson, Lafayette, Richland, and Union Townships. The Townships populations are inclusive of the Towns of Chesterfield, Country Club Heights, Edgewood, River Forest, and Woodlawn Heights Towns, and the City of Anderson. The School Corporation does not include all of Lafayette Township.

Source: U.S. Census Bureau

**AGE STATISTICS**

	<u>Anderson Community School Corporation</u>	<u>Madison County</u>
Under 25 Years	23,170	42,302
25 to 44 Years	17,221	33,704
45 to 64 Years	18,943	35,396
65 Years and Over	12,169	20,234
Totals	71,503	131,636

Source: U.S. Census Bureau's 2010 Census

Note: Only the 2010 population count is available for the School Corporation.

**EDUCATIONAL ATTAINMENT**

<u>Years of School Completed</u>	<u>Persons 25 and Over</u>	
	<u>Anderson Community School Corporation</u>	<u>Madison County</u>
Less than 9th grade	3.1%	2.7%
9th to 12th grade, no diploma	10.3%	9.6%
High school graduate	38.3%	39.0%
Some college, no degree	22.9%	22.3%
Associate's degree	8.7%	8.9%
Bachelor's degree	10.9%	11.8%
Graduate or professional degree	5.7%	5.8%

Source: U.S. Census Bureau's 2013-2017 American Community Survey 5-Year Estimates



**MISCELLANEOUS ECONOMIC INFORMATION**

	<u>Anderson Community School Corporation</u>	<u>Madison County</u>	<u>Indiana</u>
Per capita income, past 12 months*	\$21,926	\$23,680	\$27,305
Median household income, past 12 months*	\$38,751	\$45,432	\$52,182
Average weekly earnings in manufacturing (2nd. qtr. of 2018)	N/A	\$1,028	\$1,138
Land area in square miles - 2010	85.78	451.92	35,826.11
Population per land square mile - 2010	833.6	291.3	181.0
Retail sales in 2012:			
Total retail sales	N/A	\$1,378,713,000	\$85,857,962,000
Sales per capita**	N/A	\$10,474	\$13,242
Sales per establishment	N/A	\$3,984,720	\$3,974,722

\*In 2017 inflation-adjusted dollars – 5-year estimates

\*\*Based on 2010 Population.

Source: Bureau of Census Reports and the Indiana Business Research Center. Data collected as of January 18, 2019.

<u>Employment and Earnings - Madison County 2017</u>	<u>Earnings</u> (In 1,000s)	Percent of <u>Earnings</u>	<u>Labor Force</u>	Distribution of <u>Labor Force</u>
Services	\$909,466	39.08%	24,399	45.64%
Manufacturing	349,321	15.01%	4,917	9.19%
Government	347,774	14.95%	6,676	12.48%
Construction	157,725	6.78%	2,851	5.33%
Retail trade	151,445	6.51%	5,830	10.90%
Transportation and warehousing	142,713	6.13%	2,406	4.50%
Finance, insurance and real estate	131,092	5.63%	3,510	6.56%
Other*	113,047	4.86%	1,590	2.97%
Information	22,592	0.97%	499	0.93%
Farming	1,805	0.08%	801	1.50%
Totals	<u>\$2,326,980</u>	<u>100.00%</u>	<u>53,479</u>	<u>100.00%</u>

\* In order to avoid disclosure of confidential information, specific earnings and employment figures are not available for the Wholesale Trade, Utilities, Mining, Forestry, Fishing, Related activities, and Other Sectors. The data is incorporated here.

Source: Bureau of Economic Analysis and the Indiana Business Research Center. Data collected as of January 18, 2019.

<u>Adjusted Gross Income</u>	<u>Year</u>	<u>Madison County Total</u>
	2011	\$2,177,209,595
	2012	2,298,361,342
	2013	2,277,723,749
	2014	2,344,078,124
	2015	2,380,714,301

Source: Indiana Department of Revenue

**SCHEDULE OF INDEBTEDNESS**

The following schedule shows the outstanding indebtedness of the School Corporation and the taxing units within and overlapping its jurisdiction as of January 15, 2019, including issuance of the Refunding Bonds, as reported by the respective taxing units.

<u>Direct Debt (1)</u>	<u>Original Par Amount</u>	<u>Final Maturity</u>	<u>Outstanding Amount</u>
Tax Supported Debt			
Anderson School Building Corporation			
Ad Valorem Property Tax First Mortgage			
Refunding Bonds, Series 2019 (This Issue)	\$38,590,000	01/15/28	\$38,590,000
Unlimited Ad Valorem Property Tax First			
Mortgage Bonds, Series 2018	40,380,000	01/15/38	40,380,000
Ad Valorem Property Tax First Mortgage			
Refunding Bonds, Series 2015	30,925,000	01/15/40	30,925,000
Anderson Community School Corporation			
Taxable General Obligation Pension			
Refunding Bonds of 2015	30,500,000	01/05/31	<u>23,880,000</u>
Total Direct Debt			<u><u>\$133,775,000</u></u>
		Percent	Amount
		Allocable to	Allocable to
		School	School
		Corporation (2)	Corporation
<u>Overlapping Debt</u>	<u>Total Debt</u>		
Tax Supported Debt			
Madison County	\$13,213,806	42.42%	\$5,605,297
City of Anderson	95,756,589	93.54%	89,570,713
Town of Edgewood	279,800	100.00%	279,800
Lafayette Township	750,001	2.28%	17,100
Richland Township	104,270	100.00%	104,270
Union Township	1,299,998	100.00%	<u>1,299,998</u>
Tax Supported Debt			<u>96,877,178</u>
Self-Supporting Revenue Debt			
City of Anderson	66,000,847	93.54%	\$61,737,192
Town of Chesterfield	7,104,000	85.66%	6,085,286
Town of Edgewood	423,000	100.00%	<u>423,000</u>
Self-Supporting Revenue Debt			<u>68,245,478</u>
Total Overlapping Debt			<u><u>\$165,122,656</u></u>

(1) Excludes \$43,320,000 of First Mortgage Refunding Bonds, Series 2006 to be refunded through the proceeds of the Refunding Bonds.

(2) Based upon the 2017 payable 2018 net assessed valuation of the respective taxing units.

The schedule presented above is based on information furnished by the obligors or other sources and is deemed reliable. The School Corporation makes no representation or warranty as to its accuracy or completeness.

## DEBT RATIOS

The following presents the ratios relative to the tax supported indebtedness of the taxing units within and overlapping the School Corporation as of January 15, 2018, including issuance of the Refunding Bonds.

	Direct Tax Supported Debt <u>\$133,775,000</u>	Allocable Portion of All Other Overlapping Tax Supported Debt <u>\$96,877,178</u>	Total Direct and Overlapping Tax Supported Debt <u>\$230,652,178</u>
Per capita (1)	\$1,806.18	\$1,308.00	\$3,114.19
Percent of net assessed valuation (2)	8.93%	6.47%	15.40%
Percent of gross assessed valuation (3)	4.36%	3.15%	7.51%
Per pupil (4)	\$19,617.98	\$14,206.95	\$33,824.93

- (1) According to the U.S. Census Bureau, the estimated 2017 population of the School Corporation is 74,065.
- (2) The net assessed valuation of the School Corporation for taxes payable in 2018 is \$1,497,567,116 according to the Madison County Auditor's office.
- (3) The gross assessed valuation of the School Corporation for taxes payable in 2018 is \$3,071,236,111 according to the Madison County Auditor's office.
- (4) Enrollment of the School Corporation is 6,819 as reported by school personnel.

**SCHEDULE OF HISTORICAL NET ASSESSED VALUATION**

(As Provided by the Madison County Auditor's Office)

<u>Year</u> <u>Payable</u>	<u>Real Estate</u>	<u>Utilities</u>	<u>Personal</u> <u>Property</u>	<u>Total</u> <u>Taxable Value</u>
2014	\$1,408,702,634	\$51,832,250	\$171,105,956	\$1,631,640,840
2015	1,328,058,192	57,959,020	144,630,646	1,530,647,858
2016	1,346,084,189	56,972,740	138,039,997	1,541,096,926
2017	1,311,012,028	43,299,050	154,152,346	1,508,463,424
2018	1,291,863,079	43,440,570	162,263,467	1,497,567,116
2019 (1)	N/A	N/A	N/A	1,497,356,651

(1) Certified net assessed valuation per the Department of Local Government Finance ("DLGF").

NOTE: Net assessed valuations represent the assessed value less certain deductions for mortgages, veterans, the aged and the blind, as well as tax-exempt property.

Real property is valued for assessment purposes at its true tax value as defined in the Real Property Assessment Rule, 50 IAC 2.4, the 2011 Real Property Assessment Manual ("Manual"), as incorporated into 50 IAC 2.4, and the 2011 Real Property Assessment Guidelines ("Guidelines"), as adopted by the DLGF. In the case of agricultural land, true tax value is the value determined in accordance with the Guidelines adopted by the DLGF and IC 6-1.1-4-13. In the case of all other real property, true tax value is defined as "the market value-in-use of a property for its current use, as reflected by the utility received by the owner or by a similar user, from the property."

P.L. 180-2016 revises the factors used to calculate the assessed value of agricultural land. This legislation is retroactive to the January 1, 2016 assessment date and applies to each assessment date thereafter. The revised factors enacted in the legislation may reduce the total assessed value of agricultural land, which could shift property tax liability from agricultural property owners to other property owners. In addition, the reduction in the assessed value of agricultural land may result in a reduction of the total assessed value of a School Corporation. Lower assessed values of a School Corporation may result in higher tax rates in order for a School Corporation to receive its approved property tax levy.

Real property assessments are annually adjusted to market value based on sales data. The process of adjusting real property assessments to reflect market values has been termed "trending" by the DLGF.

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.

**DETAIL OF NET ASSESSED VALUATION**  
 Assessed 2017 for Taxes Payable in 2018  
 (As Provided by the Madison County Auditor's Office)

	<u>Anderson City - Anderson Twp.</u>	<u>Town of Country Club Heights</u>	<u>Town of Edgewood</u>	<u>Town of River Forest</u>	<u>Town of Woodlawn Heights</u>	<u>Sub-Total</u>
Gross Value of Land	\$397,270,034	\$1,694,800	\$14,982,100	\$313,300	\$1,080,900	\$415,341,134
Gross Value of Improvements	<u>1,584,401,928</u>	<u>6,693,900</u>	<u>73,960,585</u>	<u>1,584,800</u>	<u>5,770,800</u>	<u>1,672,412,013</u>
Total Gross Value of Real Estate	1,981,671,962	8,388,700	88,942,685	1,898,100	6,851,700	2,087,753,147
Less: Mortgage Exemptions, Veterans, Blind Age 65 & Other Exemptions	(632,019,467)	(3,682,505)	(54,326,064)	(897,380)	(3,242,715)	(694,168,131)
Tax Exempt Property	(252,428,698)		(1,283,200)			(253,711,898)
TIF	<u>(184,829,480)</u>					<u>(184,829,480)</u>
Net Assessed Value of Real Estate	<u>912,394,317</u>	<u>4,706,195</u>	<u>33,333,421</u>	<u>1,000,720</u>	<u>3,608,985</u>	<u>955,043,638</u>
Business Personal Property	239,423,019	183,160	595,980	0	520	240,202,679
Less: Deductions	<u>(90,651,900)</u>		<u>(35,100)</u>			<u>(90,687,000)</u>
Net Assessed Value of Personal Property	<u>148,771,119</u>	<u>183,160</u>	<u>560,880</u>	<u>0</u>	<u>520</u>	<u>149,515,679</u>
Net Assessed Value of Utility Property	<u>28,940,910</u>	<u>119,980</u>	<u>529,880</u>	<u>9,980</u>	<u>11,080</u>	<u>29,611,830</u>
Total Net Assessed Value	<u><u>\$1,090,106,346</u></u>	<u><u>\$5,009,335</u></u>	<u><u>\$34,424,181</u></u>	<u><u>\$1,010,700</u></u>	<u><u>\$3,620,585</u></u>	<u><u>\$1,134,171,147</u></u>

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**DETAIL OF NET ASSESSED VALUATION**  
 Assessed 2017 for Taxes Payable in 2018  
 (As Provided by the Madison County Auditor's Office)

	<u>Sub-Totals</u> <u>Carried Forward</u>	<u>Lafayette Twp. -</u> <u>Anderson Schools</u>	<u>Anderson City -</u> <u>Lafayette Twp.</u>	<u>Richland</u> <u>Township</u>	<u>Anderson City -</u> <u>Richland Twp.</u>	<u>Sub-Total</u>
Gross Value of Land	\$415,341,134	\$776,000	\$9,431,300	\$60,253,300	\$5,622,200	\$491,423,934
Gross Value of Improvements	<u>1,672,412,013</u>	<u>2,046,495</u>	<u>30,823,512</u>	<u>169,809,400</u>	<u>28,516,950</u>	<u>1,903,608,370</u>
Total Gross Value of Real Estate	2,087,753,147	2,822,495	40,254,812	230,062,700	34,139,150	2,395,032,304
Less: Mortgage Exemptions, Veterans, Blind						
Age 65 & Other Exemptions	(694,168,131)	(1,232,013)	(8,503,005)	(113,227,056)	(11,322,303)	(828,452,508)
Tax Exempt Property	(253,711,898)	(18,600)	(1,668,000)	(2,919,300)	(1,752,400)	(260,070,198)
TIF	<u>(184,829,480)</u>					<u>(184,829,480)</u>
Net Assessed Value of Real Estate	<u>955,043,638</u>	<u>1,571,882</u>	<u>30,083,807</u>	<u>113,916,344</u>	<u>21,064,447</u>	<u>1,121,680,118</u>
Business Personal Property	240,202,679	378,800	2,417,040	4,399,698	552,240	247,950,457
Less: Deductions	<u>(90,687,000)</u>		<u>(41,910)</u>	<u>(127,780)</u>	<u>(41,160)</u>	<u>(90,897,850)</u>
Net Assessed Value of Personal Property	<u>149,515,679</u>	<u>378,800</u>	<u>2,375,130</u>	<u>4,271,918</u>	<u>511,080</u>	<u>157,052,607</u>
Net Assessed Value of Utility Property	<u>29,611,830</u>	<u>875,940</u>	<u>662,580</u>	<u>2,576,230</u>	<u>121,440</u>	<u>33,848,020</u>
Total Net Assessed Value	<u><u>\$1,134,171,147</u></u>	<u><u>\$2,826,622</u></u>	<u><u>\$33,121,517</u></u>	<u><u>\$120,764,492</u></u>	<u><u>\$21,696,967</u></u>	<u><u>\$1,312,580,745</u></u>

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**DETAIL OF NET ASSESSED VALUATION**  
 Assessed 2017 for Taxes Payable in 2018  
 (As Provided by the Madison County Auditor's Office)

	<u>Sub-Totals Carried Forward</u>	<u>Union Township</u>	<u>Anderson City - Union Twp.</u>	<u>Town of Chesterfield</u>	<u>Total</u>
Gross Value of Land	\$491,423,934	\$59,160,400	\$666,900	\$14,348,200	\$565,599,434
Gross Value of Improvements	<u>1,903,608,370</u>	<u>239,774,350</u>	<u>4,990,300</u>	<u>59,311,900</u>	<u>2,207,684,920</u>
Total Gross Value of Real Estate	2,395,032,304	298,934,750	5,657,200	73,660,100	2,773,284,354
Less: Mortgage Exemptions, Veterans, Blind Age 65 & Other Exemptions	(828,452,508)	(162,798,753)	(125,305)	(31,506,131)	(1,022,882,697)
Tax Exempt Property	(260,070,198)	(4,020,800)	(3,797,300)	(5,820,800)	(273,709,098)
TIF	<u>(184,829,480)</u>				<u>(184,829,480)</u>
Net Assessed Value of Real Estate	<u>1,121,680,118</u>	<u>132,115,197</u>	<u>1,734,595</u>	<u>36,333,169</u>	<u>1,291,863,079</u>
Business Personal Property	247,950,457	3,645,660	253,120	2,661,950	254,511,187
Less: Deductions	<u>(90,897,850)</u>	<u>(1,207,120)</u>	<u>(130,380)</u>	<u>(12,370)</u>	<u>(92,247,720)</u>
Net Assessed Value of Personal Property	<u>157,052,607</u>	<u>2,438,540</u>	<u>122,740</u>	<u>2,649,580</u>	<u>162,263,467</u>
Net Assessed Value of Utility Property	<u>33,848,020</u>	<u>8,185,720</u>	<u>179,200</u>	<u>1,227,630</u>	<u>43,440,570</u>
Total Net Assessed Value	<u><u>\$1,312,580,745</u></u>	<u><u>\$142,739,457</u></u>	<u><u>\$2,036,535</u></u>	<u><u>\$40,210,379</u></u>	<u><u>\$1,497,567,116</u></u>

**COMPARATIVE SCHEDULE OF CERTIFIED TAX RATES**

Per \$100 of Net Assessed Valuation

	Year Taxes Payable					
	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Detail of Certified Tax Rate:						
Debt Service	\$0.8021	\$0.6179	\$0.7418	\$0.7117	\$0.7402	\$0.7026
School Pension Debt	0.2982	0.2246	0.2806	0.2031	0.2372	0.1484
School Capital Project Funds	0.3135	0.3729	0.2722	0.2999	0.2542	
Transportation	0.2858	0.2676	0.2670	0.3135	0.3411	
Bus Replacement	0.0117	0.0103	0.0203	0.0545	0.0121	
Operations*						0.7635
Operating Referendum (1)						0.1077
Construction Referendum (2)						0.2004
Totals	<u>\$1.7113</u>	<u>\$1.4933</u>	<u>\$1.5819</u>	<u>\$1.5827</u>	<u>\$1.5848</u>	<u>\$1.9226</u>

\*The Operations Fund has been created 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 Playground Fund, and the Bus Replacement Fund, which were repealed by the Indiana General Assembly effective January 1, 2019. The Operations Fund is used to pay for expenditures not directly related to student instruction and learning, including all of the expenditures of the previously existing funds and the portions of the operational expenses not paid for by the Education Fund. The Education Fund replaced, in part, the General Fund effective January 1, 2019 and is used for expenditures related to student instruction and learning. A property tax levy to support the Operations Fund has replaced all other school property tax levies, except for the debt service levies or a levy approved by a referendum.

Total District Certified Tax Rate (3)

Anderson City - Anderson Twp.	\$4.6316	\$4.7005	\$4.8977	\$5.0820	\$5.2490	\$5.6410
Town of Country Club Heights	\$3.1880	\$2.6013	\$3.3140	\$3.3360	\$3.4255	\$3.8230
Town of Edgewood	\$3.2683	\$3.1533	\$3.2360	\$3.4192	\$3.5627	\$3.8903
Town of River Forest	\$3.2028	\$3.0351	\$3.1326	\$3.2593	\$3.3232	\$3.6814
Town of Woodlawn Heights	\$3.4147	\$3.2568	\$3.4640	\$3.5394	\$3.6584	\$4.0697
Lafayette Twp. - Anderson Schools	\$2.6167	\$2.4426	\$2.5821	\$2.5890	\$2.6662	\$3.1658
Anderson City - Lafayette Twp.	\$4.6290	\$4.6941	\$4.8913	\$5.0732	\$5.2286	\$5.6203
Richland Township	\$2.4843	\$2.3175	\$2.4432	\$2.4658	\$2.5106	\$2.8658
Anderson City - Richland Twp.	\$4.6082	\$4.6741	\$4.8692	\$5.0499	\$5.2043	\$5.5942
Union Township	\$2.8905	\$2.7150	\$2.9265	\$2.9183	\$2.8864	\$3.3534
Anderson City - Union Twp.	\$4.6047	\$4.6702	\$4.8662	\$5.0465	\$5.2007	\$5.5906
Town of Chesterfield	\$3.8663	\$3.7623	\$3.9523	\$4.0310	\$4.2030	\$4.6219

- (1) A School Tax Levy Operating Referendum was passed by the voters of the School Corporation on May 8, 2018. The maximum tax rate to be levied is \$0.1077 for the next eight years (2019-2026).
- (2) A School Tax Levy Capital Referendum was passed by the voters of the School Corporation on May 8, 2018. The par amount of bonds issued was \$40,380,000.
- (3) Includes certified tax rates of overlapping taxing units.

Source: DLGF Certified Budget Orders for the School Corporation.



**PROPERTY TAXES LEVIED AND COLLECTED**

Collection Year	Certified Taxes Levied	Circuit Breaker Tax Credit (1)	Certified Taxes Levied Net of Circuit Breaker Tax Credit	Taxes Collected	Collected as Percent of Gross Levy	Collected as Percent of Net Levy
2013	\$22,722,613	(\$6,677,060)	\$16,045,553	\$16,236,698	71.46%	101.19%
2014	27,707,284	(8,272,632)	19,434,652	18,688,953	67.45%	96.16%
2015	22,653,325	(6,692,641)	15,960,684	16,430,132	72.53%	102.94%
2016	24,310,322	(7,858,578)	16,451,744	16,465,365	67.73%	100.08%
2017	23,534,230	(7,993,009)	15,541,221	15,938,817	67.73%	102.56%
2018	23,321,529	(8,019,688)	15,301,841	15,757,909	67.57%	102.98%
2019	29,398,134		(.....In Process of Collections.....)			

Source: The Madison County Auditor's Office and the DLGF Certified Budget Orders for the School Corporation.

(1) Circuit Breaker Tax Credits allocable to the School Corporation per the DLGF.

Indiana Code 6-1.1-20.6 (the "Statute") 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 ("Circuit Breaker Tax Credit").

Property taxes for residential homesteads are limited to 1.0% of the gross assessed value of the homestead; property taxes for agricultural, other residential property and long term care facilities are limited to 2.0% of their gross assessed value; and property taxes for all other real and personal property are limited to 3.0% of gross assessed value. Additional property tax limits have been made available to certain senior citizens. School corporations are authorized to impose a referendum tax levy to replace property tax revenue that the school corporation will not receive due to the Circuit Breaker Tax Credit. 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.

If a school corporation has sufficient Circuit Breaker Tax Credit losses (at least ten percent of its transportation fund levy for 2017 and 2018, or operations fund levy after 2018), and such losses are timely certified by the DLGF, it becomes an eligible school corporation under IC 6-1.1-20.6-9.9 and may allocate its Circuit Breaker Tax Credit loss proportionately for 2016, 2017, 2018 and 2019 across all school corporation property tax supported funds, including the debt service fund, thereby being exempted from the protected taxes requirement as described below (an "Eligible School Corporation"). However, in 2017, 2018 or 2019, 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 or any other law; and (ii) the school corporation's debt service levy in 2018 or 2019 is greater than the school corporation's debt service tax rate in 2016, the school corporation will not be an Eligible School Corporation even if it would otherwise qualify. This School Corporation is expected to have sufficient losses to qualify as an Eligible School Corporation.

Except for an Eligible School Corporation, 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 Tax 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.

**LARGE TAXPAYERS**

The following is a list of the ten largest taxpayers located within the School Corporation.

<u>Name</u>	<u>Type of Business</u>	2017/2018 Net Assessed <u>Valuation</u>	Percent of Total Net Assessed <u>Valuation (1)</u>
Hoosier Park Racing & Casino (2)	Racetrack and casino	\$45,479,990	3.04%
Indiana Municipal Power Agency	Electrical utility	17,410,980	1.16%
Scatterfield Road Associates, LLC (2)	Real estate	16,839,690	1.12%
Comcast Corporation	Internet, phone and cable provider	16,781,080	1.12%
Indiana Gas Co. Inc. (2)	Natural gas utility	16,017,410	1.07%
Charles Street Associates, LLC (2)	Real estate	13,827,420	0.92%
Walmart (2)	Retail	12,602,730	0.84%
Sirmax North America, Inc. (2)	Mfg. plastic compounds and resins	11,972,220	0.80%
Meijer Stores (2)	Retail	11,017,310	0.74%
Prairie Farm Dairy, Inc.	Dairy farms	<u>10,374,530</u>	<u>0.69%</u>
Totals		<u>\$172,323,360</u>	<u>11.50%</u>

- (1) The total net assessed valuation of the Anderson Community School Corporation is \$1,497,567,116 for taxes payable in 2018, according to the Madison County Auditor's office.
- (2) Located in a tax increment allocation area; therefore, all or a portion of the taxes are captured as TIF and not distributed to individual taxing units.

Source: County Auditor's office and the DLGF. Individual parcel data is submitted by the County Auditor to the DLGF once a year for preparation of the county abstract.

**NOTICE OF LEGISLATIVE CHANGE FOR FINANCIAL STATEMENTS EFFECTIVE 2019**

**FINANCIAL STATEMENTS**

The Indiana General Assembly enacted P.L. 244-2017 that impacts school corporation funds effective January 1, 2019. Beginning in 2019, the General Fund for school corporations will be eliminated and replaced in part by an Education Fund for expenditures related to student instruction and learning. Additionally, an Operations Fund will be created 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 Playground Fund and the Bus Replacement Fund, which are repealed effective January 1, 2019, and will be used to pay for expenditures not directly related to student instruction and learning, including all of the expenditures of the previously existing funds and the portions of the operational expenses not paid by the Education Fund. A property tax levy to support the Operations Fund will replace all other school property tax levies, except for the debt service levies or a levy approved by a referendum. Additionally, school corporations may maintain separate Rainy Day Funds. School corporations will have the authority to transfer between the Education Fund and Operations Fund, which the School Corporation expects will provide flexibility to manage its cash position by fund.

Note: The following financial statements on pages A-20 - A-21 are excerpts from the School Corporation's audit report for the years ended June 30, 2015 and 2016, of the Indiana State Board of Accounts. Consequently, these schedules do not include all disclosures required by generally accepted accounting principles. A complete audit will be furnished upon request. <http://www.in.gov/sboa/resources/reports/audit/>.

**ANDERSON COMMUNITY SCHOOL CORPORATION**

**STATEMENT OF RECEIPTS, DISBURSEMENTS, OTHER FINANCING SOURCES (USES), AND CASH AND INVESTMENT BALANCES**

**REGULATORY BASIS**

For the Years Ended June 30, 2015 and 2016.

	Cash and Investments <u>07-01-14</u>	<u>Receipts</u>	<u>Disbursements</u>	Other Financing Sources (Uses)	Cash and Investments <u>06-30-15</u>	<u>Receipts</u>	<u>Disbursements</u>	Other Financing Sources (Uses)	Cash and Investments <u>06-30-16</u>
General	\$4,374,995	\$57,643,929	\$56,101,220	(\$1,125,686)	\$4,792,018	\$56,928,517	\$51,313,551	(\$6,610,010)	\$3,796,974
Debt Service	92,306	11,127,210	11,130,304		89,212	11,526,139	10,446,421	(1,133,171)	35,759
Retirement/Severance Bond Debt Service	251,971	3,195,428	3,446,853		546	3,075,947	3,372,272	462,609	166,830
Capital Projects	31,324	4,724,897	4,702,647		53,574	4,440,685	7,613,488	3,287,616	168,387
School Transportation	79,460	4,368,843	4,421,674		26,629	4,038,192	5,515,164	1,520,342	69,999
School Bus Replacement	80,106	133,120	105,139		108,087	382,665	55,000	(165,380)	270,372
Rainy Day	264,227				264,227				264,227
Retirement/Severance Bond	4,036,445	257	510,277		3,526,425	257	492,715		3,033,967
General Obligation Pension Bond	0		80,118	102,156	22,038		2,776		19,262
School Lunch	970,295	4,274,248	4,380,680		863,863	4,507,893	4,729,098		642,658
Textbook Rental	1,927,737	709,457	218,912		2,418,282	457,844	859,922		2,016,204
Self-Insurance	20,216,338	10,008,370	12,753,130		17,471,578	11,036,572	11,386,874		17,121,276
Levy Excess	114,051				114,051			(114,051)	0
Joint Services and Supply - Area Vocational School	0		1,125,686	1,125,686	0		1,209,038	2,752,410	1,543,372
Alternative Education	407,468	182,099	295,006		294,561	127,763	186,267		236,057
School Library Printed Material	(19,908)	27,133	7,225		0				0
Chef Community Donation	0				0	23,580	2,172		21,408
Reading Recovery	224,730	110	1,456		223,384	23,338	23,440		223,282
School Intervention and Career Counseling	0				0	650			650
Amanda K. Breece Scholarship	2,878	3	100		2,781		2,781		0
Positive Behavior	2,067	2,700	3,765		1,002		294		708
Safe Route to School	0	14,339	37,300		(22,961)	22,961			0
Guide Corp Elem Enrichment	0				0		1,694		(1,694)
Wigwam Facility	13,859		7,297		6,562				6,562
Donations/Gifts	24,983	18			25,001	19			25,020
School Safety Grant	0	30,235	50,000		(19,765)	28,672	128,700		(119,793)
Sally Miller Honorary Grant	0	500			500		500		0
CECI Grant	0	132,798	147,161		(14,363)	159,522	145,159		0
<b>Subtotals</b>	<b>\$33,095,332</b>	<b>\$96,575,694</b>	<b>\$99,525,950</b>	<b>\$102,156</b>	<b>\$30,247,232</b>	<b>\$96,781,216</b>	<b>\$97,487,326</b>	<b>\$365</b>	<b>\$29,541,487</b>

(Continued on next page)

ANDERSON COMMUNITY SCHOOL CORPORATION

(Cont'd)

**STATEMENT OF RECEIPTS, DISBURSEMENTS, OTHER FINANCING SOURCES (USES), AND CASH AND INVESTMENT BALANCES**

**REGULATORY BASIS**

For the Years Ended June 30, 2015 and 2016.

	Cash and Investments 07-01-14	Receipts	Disbursements	Other Financing Sources (Uses)	Cash and Investments 06-30-15	Receipts	Disbursements	Other Financing Sources (Uses)	Cash and Investments 06-30-16
Subtotals carried forward	\$33,095,332	\$96,575,694	\$99,525,950	\$102,156	\$30,247,232	\$96,781,216	\$97,487,326	\$365	\$29,541,487
Naval Junior ROTC	(40,008)	57,387	62,460		(45,081)	47,399	70,545		(68,227)
Uniform Closets	4,962				4,962				4,962
Formative Assessment	0				0	71,747	71,747		0
High Ability Grant	(1,427)	55,821	50,664		3,730	54,403	48,909		9,224
Non-English Speaking Programs	11,341	35,726	38,417		8,650	67,103	43,399		32,354
Performance Based Awards	5,753		5,635		118		118		0
Senator David Ford Technology	0	4,000	4,000		0	16,680	71,167		(54,487)
Title I	(65,560)	3,188,831	3,200,804		(77,533)	4,014,037	4,046,766		(110,262)
Title I School Improvement	0				0	49,270	51,670		(2,400)
Title I Part D	0	31,258	31,258		0	20,833	20,833		0
Serve America	0	56,531	56,531		0	45,686	45,686		0
Special Ed Part B	(58,591)	2,897,620	2,907,266		(68,237)	2,293,740	2,225,503		0
Special Ed Technical Assistance	(1,595)	12,424	10,829		0	10,419	10,419		0
Special Ed Preschool, Section 619	0	1,510	1,510		0				0
Special Ed Preschool	0	90,898	90,898		0	90,652	90,652		0
Adult Education	(63,702)	241,774	248,792		(70,720)	294,431	243,951		(20,240)
Improving Teacher Quality, No Child Left, Title II, Part A	(47,831)	709,997	684,839		(22,673)	842,890	838,782		(18,565)
Title III - English Proficiency Migrant	(1,341)	60,065	59,217		(493)	40,508	42,955		(2,940)
Payroll Clearing	1,447,848	17,885,940	17,475,162		1,858,626	37,459,048	37,451,911		1,865,763
Totals	<u>\$34,285,181</u>	<u>\$121,905,476</u>	<u>\$124,454,232</u>	<u>\$102,156</u>	<u>\$31,838,581</u>	<u>\$142,200,062</u>	<u>\$142,862,339</u>	<u>\$365</u>	<u>\$31,176,669</u>

The following schedules on pages A-22 - A-29 contain limited and unaudited financial information which is presented solely for the purpose of conveying a statement of cash and investment balances for the School Corporation. Consequently, these schedules do not include all disclosures required by generally accepted accounting principles. Current reports are available at <http://www.doe.in.gov/finance/school-financial-reports>

**ANDERSON COMMUNITY SCHOOL CORPORATION**  
**SUMMARY OF RECEIPTS AND EXPENDITURES BY FUND**  
**(Unaudited)**

	Calendar Year			Six Months
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>Ended</u>
<u>GENERAL FUND</u>				<u>6/30/2018</u>
Receipts:				
Tuition	\$663,625	\$692,076	\$696,955	\$623,257
Earnings on Investments	44,145	34,563	65,597	53,100
School Corporation Activities	656,077	690,853	460,409	162,620
Other Revenue from Local Sources	75,273	107,427	95,482	39,843
Revenue from Intermediate Sources	1,324		1,589	
Revenue from State Sources	49,550,147	51,373,172	53,158,419	26,551,820
Revenue from Federal Sources	557,331	630,916	659,352	127,199
Interfund Loans	4,160,000	4,750,000	4,017,000	
Sale of Property, Adjustments and Refunds	365			
Other Items			13,265	
Total Receipts	<u>55,708,288</u>	<u>58,279,006</u>	<u>59,168,067</u>	<u>27,557,839</u>
Expenditures:				
Instruction	32,481,315	33,654,850	35,054,668	21,620,796
Support Services	12,860,551	13,042,808	17,139,022	7,843,327
Community Services	391,901	411,575	423,248	218,831
Debt Service			589,519	
Interfund Transfers	7,168,496	4,727,636	2,049,320	
Interfund Loans	4,160,000	4,750,000	4,017,000	3,690,000
Total Expenditures	<u>57,062,263</u>	<u>56,586,869</u>	<u>59,272,777</u>	<u>33,372,954</u>
Net Increase (Decrease) in Cash & Investments	(1,353,974)	1,692,137	(104,710)	(5,815,115)
Beginning Balance - January 1st	<u>11,129,003</u>	<u>9,775,029</u>	<u>11,467,166</u>	<u>11,362,456</u>
Ending Balance (1)	<u><u>\$9,775,029</u></u>	<u><u>\$11,467,166</u></u>	<u><u>\$11,362,456</u></u>	<u><u>\$5,547,341</u></u>

(1) The ending balance for the General Fund as of 12/31/18 was \$8,999,415.

The General Fund is the primary operating fund and is used to budget and account for all receipts and disbursements relative to the basic operation and basic programs of the School Corporation.

(Continued on next page)

**ANDERSON COMMUNITY SCHOOL CORPORATION**

(Cont'd)

**SUMMARY OF RECEIPTS AND EXPENDITURES BY FUND**

(Unaudited)

	Calendar Year			Six Months Ended
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>6/30/2018</u>
<b><u>DEBT SERVICE FUND</u></b>				
Receipts:				
Local Property Tax	\$6,798,485	\$7,818,087	\$7,167,281	\$4,167,222
License Excise Tax	691,214	834,705	812,497	413,497
Commercial Vehicle Excise Tax	57,295	58,568	53,779	27,091
Local Option Property Tax Replacement	84,961	105,102	89,565	42,512
Interfund Transfers		691,177		
Interfund Loans	2,600,000	3,150,000	2,617,000	2,689,000
	<u>10,231,955</u>	<u>12,657,640</u>	<u>10,740,122</u>	<u>7,339,321</u>
Expenditures:				
Support Services	331,699	277,142	180,372	409,692
Lease Rental	7,355,000	7,542,000	7,542,750	6,928,000
Interfund Transfers	288,922	1,688,498		
Interfund Loans	2,600,000	3,150,000	3,017,000	
Other Debt Services Obligations				1,000
	<u>10,575,621</u>	<u>12,657,640</u>	<u>10,740,122</u>	<u>7,338,692</u>
Net Increase (Decrease) in Cash & Investments	(343,666)	0	0	629
Beginning Balance - January 1st	<u>343,666</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Balance	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$629</u>

The Debt Service Fund accounts for debt from funds borrowed or advanced for the purchase or lease of school buildings, school buses, judgments against the corporation, equipment or capital construction, and interest on emergency and temporary loans.

(Continued on next page)

ANDERSON COMMUNITY SCHOOL CORPORATION

(Cont'd)

**SUMMARY OF RECEIPTS AND EXPENDITURES BY FUND**  
(Unaudited)

	Calendar Year			Six Months
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>Ended</u> <u>6/30/2018</u>
<u>RETIREMENT/SEVERANCE BOND FUND</u>				
Receipts:				
Local Property Tax	\$2,471,176	\$2,891,353	\$2,045,349	\$1,335,403
License Excise Tax	251,249	308,698	231,865	132,507
Commercial Vehicle Excise Tax	20,826	21,660	15,347	8,681
Local Option Property Tax Replacement	30,883	38,870	25,559	13,623
Interfund Transfers	462,609	58,443		
Interfund Loans	60,000		400,000	
	<u>3,296,742</u>	<u>3,319,024</u>	<u>2,718,120</u>	<u>1,490,214</u>
Expenditures:				
Principal on Debt	2,530,000	2,435,000	2,490,000	820,000
Interest on Debt	778,722	884,024	228,120	416,473
Interfund Loans	60,000			
Other Debt Services Obligations				750
	<u>3,368,722</u>	<u>3,319,024</u>	<u>2,718,120</u>	<u>1,237,223</u>
Net Increase (Decrease) in Cash & Investments	(71,980)	0	0	252,990
Beginning Balance - January 1st	<u>71,980</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ending Balance	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$252,990</u>

The Retirement/Severance Bond Fund accounts for debt service payments anticipated to be made on debt issued for unfunded payments for termination of employment or to pay postretirement or severance benefits.

(Continued on next page)



**ANDERSON COMMUNITY SCHOOL CORPORATION**

(Cont'd)

**SUMMARY OF RECEIPTS AND EXPENDITURES BY FUND**  
**(Unaudited)**

	<u>Calendar Year</u>			<u>Six Months</u>
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>Ended</u>
<u>CAPITAL PROJECTS FUND</u>				<u>6/30/2018</u>
<b>Receipts:</b>				
Local Property Tax	\$4,096,921	\$2,647,231	\$3,020,188	\$1,431,110
License Excise Tax	417,145	282,634	342,374	142,003
Commercial Vehicle Excise Tax	34,577	19,831	22,662	9,303
Local Option Property Tax Replacement	51,274	35,588	37,741	14,599
Interfund Transfers	2,443,368	3,177,019		
Interfund Loans	500,000	700,000	700,000	701,000
	<u>7,543,284</u>	<u>6,862,303</u>	<u>4,122,965</u>	<u>2,298,017</u>
<b>Total Receipts</b>				
<b>Expenditures:</b>				
Support Services	4,963,396	4,884,471	3,032,954	1,943,419
Facilities Acquisition and Construction	1,830,302	1,275,177	146,178	520,310
Interfund Loans	500,000	700,000	700,000	
Debt Services	249,586	2,655	60,000	
Lease Rental				18,000
	<u>7,543,284</u>	<u>6,862,303</u>	<u>3,939,132</u>	<u>2,481,729</u>
<b>Total Expenditures</b>				
Net Increase (Decrease) in Cash & Investments	0	0	183,834	(183,713)
Beginning Balance - January 1st	<u>0</u>	<u>0</u>	<u>0</u>	<u>183,834</u>
<b>Ending Balance</b>	<u>\$0</u>	<u>\$0</u>	<u>\$183,834</u>	<u>\$121</u>

The Capital Projects Fund accounts for planned construction, repair, replacement or remodeling; and the purchase, lease, upgrade, maintenance, or repair of computer equipment.

Note: The School Corporation has managed receipts and disbursements in order to maintain a balanced budget in the Capital Projects Fund.

(Continued on next page)

ANDERSON COMMUNITY SCHOOL CORPORATION

(Cont'd)

**SUMMARY OF RECEIPTS AND EXPENDITURES BY FUND**  
(Unaudited)

	Calendar Year			Six Months
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>Ended</u> <u>6/30/2018</u>
<u>TRANSPORTATION FUND</u>				
Receipts:				
Local Property Tax	\$2,944,287	\$2,593,668	\$3,157,149	\$1,920,345
License Excise Tax	299,351	276,915	357,901	190,548
Commercial Vehicle Excise Tax	24,813	19,430	23,689	12,484
Local Option Property Tax Replacement	36,795	34,868	39,453	19,590
Other Revenue from Local Sources	10,203	11,494	9,945	
Interfund Loans	1,000,000	900,000	300,000	300,000
Interfund Transfers	1,406,291	1,845,972	486,709	
School Corporation Activities				3,855
Total Receipts	<u>5,721,739</u>	<u>5,682,348</u>	<u>4,374,845</u>	<u>2,446,823</u>
Expenditures:				
Support Services	4,721,739	4,782,348	4,066,527	2,454,804
Interfund Loans	1,000,000	900,000	300,000	
Total Expenditures	<u>5,721,739</u>	<u>5,682,348</u>	<u>4,366,527</u>	<u>2,454,804</u>
Net Increase (Decrease) in Cash & Investments	0	0	8,318	(7,981)
Beginning Balance - January 1st	<u>0</u>	<u>0</u>	<u>0</u>	<u>8,318</u>
Ending Balance	<u>\$0</u>	<u>\$0</u>	<u>\$8,318</u>	<u>\$337</u>

The Transportation Fund accounts for financial resources for the transportation of school children to and from school.

Note: The School Corporation has managed receipts and disbursements in order to maintain a balanced budget in the Transportation Fund.

(Continued on next page)

**ANDERSON COMMUNITY SCHOOL CORPORATION**

(Cont'd)

**SUMMARY OF RECEIPTS AND EXPENDITURES BY FUND**  
(Unaudited)

	<u>Calendar Year</u>			<u>Six Months</u>
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>Ended</u>
				<u>6/30/2018</u>
<u>TRANSPORTATION SCHOOL BUS REPLACEMENT FUND</u>				
Receipts:				
Local Property Tax	\$113,327	\$515,025	\$548,851	\$68,122
License Excise Tax	11,522	54,987	62,219	6,759
Commercial Vehicle Excise Tax	955	3,858	4,118	443
Local Option Property Tax Replacement	1,416	6,924	6,859	695
	<u>127,220</u>	<u>580,795</u>	<u>622,046</u>	<u>76,019</u>
Total Receipts				
Expenditures:				
Support Services		55,000		124,337
Interfund Transfers	165,380	525,795	486,709	
	<u>165,380</u>	<u>580,795</u>	<u>486,709</u>	<u>124,337</u>
Total Expenditures				
Net Increase (Decrease) in Cash & Investments	(38,160)	0	135,337	(48,318)
Beginning Balance - January 1st	38,160	0	0	135,337
	<u>38,160</u>	<u>0</u>	<u>0</u>	<u>135,337</u>
Ending Balance	<u>\$0</u>	<u>\$0</u>	<u>\$135,337</u>	<u>\$87,019</u>

The Transportation School Bus Replacement Fund is used to account for receipts and disbursements concerning the acquisition and disposal of school buses.

(Continued on next page)

ANDERSON COMMUNITY SCHOOL CORPORATION

(Cont'd)

**SUMMARY OF RECEIPTS AND EXPENDITURES BY FUND**  
(Unaudited)

	Calendar Year			Six Months
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>Ended</u> <u>6/30/2018</u>
<u>LOCAL RAINY DAY FUND</u>				
Receipts:				
Total Receipts	\$0	\$0	\$0	\$0
Expenditures:	0	0	0	0
Total Expenditures	0	0	0	0
Net Increase (Decrease) in Cash & Investments	0			0
Beginning Balance - January 1st	264,227	264,227	264,227	264,227
Ending Balance (1)	<u>\$264,227</u>	<u>\$264,227</u>	<u>\$264,227</u>	<u>\$264,227</u>

(1) The ending balance for the Local Rainy Day Fund as of 12/31/18 was \$264,227.

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**ANDERSON COMMUNITY SCHOOL CORPORATION**

(Cont'd)

**SUMMARY OF RECEIPTS AND EXPENDITURES BY FUND**  
**(Unaudited)**

	<u>Calendar Year</u>			<u>Six Months</u>
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>Ended</u>
<u>OTHER FUNDS</u>				<u>6/30/2018</u>
<b>Receipts:</b>				
Revenues from Local Sources	\$10,833,651	\$12,900,723	\$12,359,096	\$6,231,926
Earnings on Investments	2,468	43,042	56,810	3,275
Revenues from State Sources	1,115,031	918,472	1,464,411	1,129,724
Revenues from Federal Sources	11,646,727	9,859,481	11,248,634	6,119,311
Interfund Transfers	3,310,531	7,775,167	2,982,672	
Other	102,156			
	<u>27,010,565</u>	<u>31,496,885</u>	<u>28,111,623</u>	<u>13,484,235</u>
<b>Expenditures:</b>				
Support Services	4,448,944	3,899,276	4,162,249	2,166,618
Community Services	4,545,156	4,935,036	5,003,817	2,814,680
Debt Services	82,894	3,490	4,158	
Instruction	5,797,827	5,796,823	6,008,391	3,599,042
Nonprogrammed Charges	11,865,269	11,515,197	12,446,311	6,512,516
Interfund Transfers		6,605,849	933,352	
	<u>26,740,091</u>	<u>32,755,672</u>	<u>28,558,277</u>	<u>15,092,856</u>
Net Increase (Decrease) in Cash & Investments	270,474	(1,258,787)	(446,655)	(1,608,622)
Beginning Balance - January 1st	<u>24,581,768</u>	<u>24,852,242</u>	<u>23,593,455</u>	<u>23,146,800</u>
Ending Balance	<u>\$24,852,242</u>	<u>\$23,593,455</u>	<u>\$23,146,800</u>	<u>\$21,538,178</u>
 <b><u>GRAND TOTALS</u></b>				
Total Receipts	<u>\$109,639,794</u>	<u>\$118,878,000</u>	<u>\$109,857,788</u>	<u>\$54,692,467</u>
Total Expenditures	<u>111,177,100</u>	<u>118,444,650</u>	<u>110,081,664</u>	<u>62,102,596</u>
Net Increase (Decrease) in Cash & Investments	(1,537,306)	433,350	(223,876)	(7,410,129)
Beginning Balance - January 1st	<u>36,428,804</u>	<u>34,891,498</u>	<u>35,324,848</u>	<u>35,100,972</u>
Ending Balance	<u>\$34,891,498</u>	<u>\$35,324,848</u>	<u>\$35,100,972</u>	<u>\$27,690,843</u>

A School Tax Levy Operating Referendum was passed by the voters of the School Corporation on May 8, 2018. The maximum tax rate to be levied is \$0.1077 for the next eight years (2019-2026).

A School Tax Levy Capital Referendum was passed by the voters of the School Corporation on May 8, 2018. The par amount of the Bonds issued was \$40,380,000.

The Building Corporation and School Corporation certify to the best of their knowledge and belief that this Official Statement, as of its date and as it relates to the School Corporation and its economic and financial condition, (i) is complete and accurate; (ii) does not contain any untrue statement of a material fact; and (iii) does not omit any material facts or information which would make the statements contained herein misleading.

This Official Statement and its execution are duly authorized.

ANDERSON SCHOOL BUILDING  
CORPORATION

By: WE O'Neal

President

Attest: Ray P. Krey  
Secretary

ANDERSON COMMUNITY SCHOOL  
CORPORATION

By: Tim Amundson  
Superintendent

## APPENDIX B





## SUMMARY OF THE LEASES

The following is a summary of certain provisions of the Leases, as amended and does not purport to comprehensively describe that document in its entirety.

### **Acquisition and Construction of the Leased Premises**

The Lessor caused the Leased Premises to be completed in accordance with the contract documents and the plans and specifications which had been prepared by or at the direction of the Lessor and approved by the School Corporation and applicable agencies. The plans and specifications may have been changed at any time prior to the completion of the Leased Premises by mutual agreement of the Lessor and the School Corporation, except that such changes did not alter the character of the buildings or reduce the value thereof.

### **Leases Terms and Rentals**

#### *2001 Lease:*

The 2001 Lease extends for a term ending July 5, 2024. By each rent payment date, the School Corporation is to pay the installment of rent due under the 2001 Lease. Each installment of rent is payable in advance for the following six-month period on January 5 and July 5. The annual rent (to be paid in equal semiannual installments) is as shown in this Official Statement. Completion of the Leased Premises was to be certified to the School Corporation by a representative of the Lessor pursuant to the 2001 Lease. The date the building was substantially completed and ready for occupancy was to be endorsed on the end of the 2001 Lease by the parties thereto as soon as could be done after the completion of the construction. The endorsement was recorded as an addendum to the 2001 Lease.

#### *2002 Lease:*

The 2002 Lease extends for a term ending January 5, 2027. By each rent payment date, the School Corporation is to pay the installment of rent due under the 2002 Lease. Each installment of rent is payable in advance for the following six-month period on January 5 and July 5. The annual rent (to be paid in equal semiannual installments) is as shown in this Official Statement. Completion of the Leased Premises was to be certified to the School Corporation by a representative of the Lessor pursuant to the 2002 Lease. The date the building was substantially completed and ready for occupancy was to be endorsed on the end of the 2002 Lease by the parties thereto as soon as could be done after the completion of the construction. The endorsement was recorded as an addendum to the 2002 Lease.

#### *2003 Lease:*

The 2003 Lease extends for a term ending January 5, 2028. By each rent payment date, the School Corporation is to pay the installment of rent due under the 2003 Lease. Each installment of rent is payable in advance for the following six-month period on January 5 and July 5. The annual rent (to be paid in equal semiannual installments) is as shown in this Official Statement. Completion of the Leased Premises was to be certified to the School Corporation by a representative of the Lessor pursuant to the 2003 Lease. The date the building was substantially

completed and ready for occupancy was to be endorsed on the end of the 2003 Lease by the parties thereto as soon as could be done after the completion of the construction. The endorsement was recorded as an addendum to the 2003 Lease.

#### *2004 Lease:*

The 2004 Lease extends for a term ending December 31, 2040. By each rent payment date, the School Corporation is to pay the installment of rent due under the 2004 Lease. Each installment of rent is payable in advance for the following six-month period on January 5 and July 5. The annual rent (to be paid in equal semiannual installments) is as shown in this Official Statement. Completion of the Leased Premises was to be certified to the School Corporation by a representative of the Lessor pursuant to the 2004 Lease. The date the building was substantially completed and ready for occupancy was to be endorsed on the end of the 2004 Lease by the parties thereto as soon as could be done after the completion of the construction. The endorsement was recorded as an addendum to the 2004 Lease.

### **Maintenance and Modification**

During the term of the Leases, the School Corporation is required to keep the Leased Premises in good repair and in good operating condition, ordinary wear and tear excepted. The School Corporation may, at its own expense and as part of the Leased Premises, make modifications of, additions and improvements to and substitutions for the Leased Premises, all of which become the property of the Lessor and are included as part of the Leased Premises under the terms of the Leases.

The School Corporation may, at its own expense, replace worn out or obsolete property and may install on the property on which the Leased Premises is situated personal property which is not an addition or improvement to, modification of or substitution for the Leased Premises, which will be the sole property of the School Corporation and in which the Lessor shall have no interest. The School Corporation may discard worn out or obsolete property and need not replace it. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by Lessee. The proceeds of the sale of any personal property shall be paid to the Trustee. Lessee may trade in any obsolete or worn out personal property or replacement property which replacement property will belong to Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property. Lessee need not replace worn out or obsolete personal property, but may replace such property at its own expense, and the replacement property shall belong to Lessee.

### **Property and Liability Insurance**

The School Corporation is required to carry at its own expense, property insurance on the Leased Premises against physical loss or damage to the Leased Premises, however caused, with such exceptions only as are ordinarily required by insurers of buildings or facilities of a similar type, in an amount equal to one hundred percent (100%) of the full replacement cost of the mortgaged property. Any property insurance policy shall be so written or endorsed as to make any losses payable to the Lessor or to such other person or persons as the Lessor under the Leases may designate.

During the full term of the Leases, the School Corporation is required to maintain rent or rental value insurance in an amount equal to the full rental value of the Leased Premises for a period of two years. The insurance will protect against physical losses or damages similar to those covered under the property insurance policy held by the School Corporation.

### **Damage or Destruction**

If the Leased Premises is damaged or destroyed (in whole or in part) by fire, windstorm or other casualty at any time during the term of the Leases, the Lessor is to promptly repair, rebuild or restore the portion of the Leased Premises damaged or destroyed with such changes, alterations and modifications (including substitutions and additions) as may be designated by the School Corporation for administration and operation of the Leased Premises and as shall not impair the character and significance of the Leased Premises as furthering the purposes of the Code.

If the Leased Premises is totally or substantially destroyed and the amount of insurance money received is sufficient to redeem all of the outstanding Bonds and all such Bonds are then subject to redemption, the Lessor, with the written approval of the School Corporation, may direct the Trustee to use net proceeds of insurance to call for redemption all of the Bonds then outstanding at the then current redemption price.

### **Rent Abatement and Rental Value Insurance**

If the Leased Premises or a portion thereof is damaged or destroyed or is taken under the exercise of the power of eminent domain, the rent payable by the School Corporation shall be abated or reduced, provided there is rental value insurance in force as required by the Leases. The rent shall be totally abated during that portion of the Leases terms that the Leased Premises is totally unfit for use or occupancy. It shall be partially abated for the period and to the extent that the Leased Premises is partially unfit for use or occupancy in the same proportion that the floor area of the Leased Premises so unfit for use or occupancy bears to the total floor area of the Leased Premises.

### **Taxes and Utility Charges**

The School Corporation is to pay, as further rent, taxes and assessments lawfully assessed or levied against or with respect to the Leased Premises or any personal property or fixtures installed or brought in or on the Leased Premises, and all utility and other charges for or incurred in connection with the Leased Premises. The School Corporation may, at its own expense, in good faith contest any such taxes and assessments. The School Corporation shall also pay as additional rent, any amount required by the Lessor to rebate to the United States Government to prevent the Lessor's bonds from becoming arbitrage bonds.

## **Events of Default**

The Leases provide that either of the following constitutes an "event of default" under the Leases:

- (a) Failure to pay any rentals or other sums payable to the Lessor under the Leases, or failure to pay any other sum therein required to be paid to the Lessor; or
- (a) Failure to observe any other covenant, agreement or condition under the Leases, and such default shall continue for sixty (60) days after written notice to correct the same.

## **Remedies**

On the occurrence of an event of default under the Leases, the Trustee may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance or any covenant or agreement contained therein, or for the enforcement of any other appropriate legal or equitable remedy; file a claim with the Treasurer of the State of Indiana for an amount equal to an amount in default, and may authorize or delegate the authority to file such claim; or the lessor, at its option, without further notice, may terminate the estate and interest of the School Corporation thereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Leased Premises and the School Corporation covenants to surrender the same forthwith upon demand. The exercise by the Lessor of the right to terminate the Leases shall not release the School Corporation from the performance of any obligation thereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate these Leases upon any default shall operate to waive such right upon the same or other default subsequently occurring.

The School Corporation may not assign the Leases or sublet the Leased Premises without the written consent of the Lessor. In the Leases, the School Corporation has covenanted to use and maintain the Leased Premises in accordance with the laws and ordinances of the United States of America, the State of Indiana, and all other proper governmental authorities. The School Corporation has also covenanted that it will not enter into any lease, management contract or other contractual arrangement which would allow the use of the Leased Premises by a nongovernmental person which would have the effect of making the Lessor's bonds private activity bonds under Section 141 of the Internal Revenue Code of 1986.

## **Option to Purchase**

The School Corporation has the option to purchase the Leased Premises on any rental payment date at a price which is sufficient to allow the Lessor to liquidate by paying or providing for the payment in full of the then outstanding bonds pursuant to the redemption provisions.

## **Option to Renew**

The School Corporation has an option to renew the Leases for a further like or lesser term upon the same terms and conditions provided in the Leases.

## APPENDIX C



## SUMMARY OF CERTAIN PROVISIONS OF THE TRUST INDENTURE

The following is a brief summary of certain provisions of the Trust Indenture, as supplemented, and does not purport to comprehensively describe that document in its entirety.

### Application of Bond Proceeds

A portion of the proceeds of the Bonds shall be used to purchase government obligations for deposit along with cash into an escrow fund held by the Escrow Trustee to effect the defeasance of the Original Indenture, Supplemental Indenture, Second Supplemental Indenture, Third Supplemental Indenture and Fourth Supplemental Indenture, solely as to the 2006 Bonds. The balance of the proceeds of the Bonds shall be deposited in the 2019 Bond Issuance Expense Account of the Construction Fund.

### **Construction Fund, Sinking Fund, Operation and Reserve Fund and Rebate Fund**

There are created under the Trust Indenture the following funds: (1) the Anderson School Building Corporation Bond Construction Fund (the "Construction Fund"), (2) the Anderson School Building Corporation Sinking Fund (the "Sinking Fund"), (3) the Anderson School Building Corporation Operation and Reserve Fund (the "Operation and Reserve Fund"), and (4) the Anderson School Building Corporation Rebate Fund (the "Rebate Fund").

The Trustee shall deposit in the Sinking Fund created pursuant to the Trust Indenture, from each rental payment received, the lesser of (1) all of such payment or (2) an amount which, when added to the amount already on deposit, equals the unpaid principal of, mandatory sinking fund payment and interest on the Bonds due within twenty (20) days after the due date of such rental payment. The Lease rental received on or before July 5, 2019 which is not needed to pay debt service on the Bonds will be deposited in the 2019 Construction Account of the Construction Fund. The 2019 Construction Account may be used for any facility owned or operated by the Lessee, including the purchase of equipment and technology. After July 5, 2019, any portion of a rental payment remaining after such deposit to the Sinking Fund shall be deposited by the Trustee in the Operation and Reserve Fund. The Trustee shall from time to time pay from the Sinking Fund the principal of the Bonds at maturity or upon mandatory redemption and the interest as it falls due.

The Operation and Reserve Fund shall be used only (a) to pay necessary incidental expenses of the Building Corporation, (b) if the amount in the Sinking Fund at any time is less than the required amount, to transfer funds to the Sinking Fund in an amount sufficient to raise the amount in the Sinking Fund to the required amount, (c) if the Bonds are called for redemption, to pay the principal, interest, and redemption premium, if any, on the Bonds and (d) if the amount in the Rebate Fund is less than the rebate amount, to transfer funds to the Rebate Fund. The incidental expenses may be paid by the Trustee upon the presentation of an affidavit executed by any officer of the Building Corporation or the Lessor Representative together with the creditor's statement as to the amount owing.

Costs of issuance of the Bonds will be paid from moneys deposited in the 2019 Bond Issuance Expense Account of the Construction Fund. It is expected that all costs will be paid within thirty (30) days of closing. Any moneys remaining in such Account will be transferred to the Sinking Fund after the filing of an affidavit with the Trustee that all costs have been paid.

The Rebate Fund shall be used to make any rebate to the United States of America required to prevent the Bonds from becoming "arbitrage bonds" under the Code. If an exception to rebate is not met, the Building Corporation shall be required to calculate or cause to be calculated at the five year anniversary the amount of such rebate (the "Rebate Amount") and deposit such rebate amount to the credit of the Rebate Fund from any available funds (other than moneys in the Sinking Fund). The Trustee is further required to pay the Rebate Amount together with all investment earnings thereon to the United States of America at such times as shall be required by the Code or applicable regulations.

Whenever the amounts contained in the Sinking Fund and the Operation and Reserve Fund are sufficient together with all other funds deposited with the Trustee by the Building Corporation (other than deposits to the Rebate Fund), to redeem, upon the next redemption date, all the Bonds secured by the Trust Indenture then outstanding, the Trustee shall apply the amounts in such Funds to the redemption of such Bonds pursuant to the Trust Indenture.

### **Investment of Funds**

The Trustee shall invest the moneys in funds created in the Trust Indenture in (i) direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations"), (ii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America, (iii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, (iv) Federal Housing Administration debentures, (v) Federal Home Loan Mortgage Corporation participation certificates and senior debt obligations (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts), (vi) Farm Credit Bank consolidated system wide bonds and notes, (vii) Federal Home Loan Banks consolidated debt obligations, (viii) Federal National Mortgage Association senior debt obligations and mortgage backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts), (ix) unsecured certificates of deposit, demand deposits, time deposits and bankers' acceptances of any depository institution or trust company (including the Trustee and its affiliates) the short term obligations of which are rated "A-1" or better by Standard and Poor's Ratings Group, (x) commercial paper (having original maturities of not more than 270 days) rated "A-1+" by Standard and Poor's Ratings Group and "Prime-1" by Moody's at the time of purchase, (xi) evidence of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated, (xii) deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), including CDARS, (xiii) money market funds, which funds may be funds of the Trustee or its affiliates, including those for which the Trustee or an affiliate performs services for a fee, whether as a custodian, transfer agent, investment advisor or otherwise, and which funds are rated at the time of purchase "AAAm" or "AAAm-G" by Standard and Poor's Ratings Group, (xiv) repurchase and reverse repurchase agreements collateralized with Government Securities, including those of the Trustee of any of its affiliates, (xv) investment deposit agreements constituting an obligation of a



bank, as defined by the Indiana Banking Act (including the Trustee and its affiliates), whose outstanding unsecured long term debt is rated at the time of such agreement in any of the two highest rating categories by each rating agency, and (xvi) U.S. Dollar denominated deposit accounts, federal funds and banker's acceptances with domestic banks whose short term certificates of deposit are rated on the date of the purchase in any of the two highest rating categories by any rating agency. Any income or interest realized upon any such investment shall be credited and any loss shall be charged to the Fund or Account from which the moneys were invested. Securities purchased with moneys from the Sinking Fund or the Rebate Fund shall mature prior to the time the moneys invested will be needed to pay the amounts which must be paid from such funds. Moneys in the Sinking Fund and Rebate Fund shall be invested without restriction as to yield during an applicable temporary period pending their use. Moneys in the Construction Fund after one (1) year of the date of issuance of the Bonds and the Operation and Reserve Fund after 30 days of the date of deposit shall be invested at a yield not exceeding the yield on the Bonds.

### **Covenants**

The Building Corporation covenants, among other things that:

- (a) it has entered into a valid and binding Leases of the mortgaged property to School Corporation, and that a full, true and correct copy of the Leases are on file with the Trustee; that construction has been completed on schedule, and the School Corporation has begun paying lease rental;
- (b) it will faithfully perform all provisions contained in each Bond and the Trust Indenture and will punctually pay the principal of, premium, if any, and interest on the Bonds;
- (c) it is duly authorized under the laws of the State of Indiana to create and issue the Bonds, to execute and deliver the Trust Indenture, and to mortgage and pledge the real estate and rentals and other income of the mortgaged property as provided in the Trust Indenture;
- (d) it will promptly make, execute, and deliver all indentures supplemental to the Trust Indenture and to take all action deemed advisable and necessary by the Trustee for the better securing of the Bonds;
- (e) it now has and will preserve good title to the property;
- (f) it will maintain the priority of the lien created under the Trust Indenture, that it will not permit any waste of said property, and that it will at all times maintain the property in good working condition;
- (g) it will maintain proper books and records and: (i) furnish statements showing earnings, expenses and financial condition of the Building Corporation and such information as the Trustee may reasonably request, (ii) within 90 days of each calendar year, file with the Trustee, a certificate signed by officers of the Building Corporation stating that all insurance premiums required under the Trust Indenture have been paid by the

Building Corporation and that all taxes then due have been paid, subject to permissible contests, (iii) upon the request of any bondholder, will request from the Lessee the current financial statements of the Lessee for review by the bondholder;

- (h) it will not incur any indebtedness other than the Bonds secured by the Trust Indenture, unless such additional indebtedness is payable only from income of the Building Corporation other than the rental payments provided for in the Leases, as long as the Bonds are outstanding.
- (i) it will, upon any default in payment of lease rentals, file a claim with the Treasurer of the State of Indiana, bring suits to mandate the appropriate officers of the School Corporation to levy the necessary tax to pay rents under the Leases or to take such other appropriate action necessary to enforce and collect the rentals due; and
- (j) the proceeds of the Bonds, any moneys received from lease rentals payable according to the Leases, amounts received from the investment of the proceeds of the Bonds or other amounts received shall not be invested in such manner which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code; and
- (k) in order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, no proceeds thereof will be loaned to any entity or person, nor will they be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of such proceeds. Furthermore, the Building Corporation will, to the extent necessary to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, rebate all required arbitrage profits on such proceeds or other moneys treated as such proceeds to the United States Government and will set aside such moneys in the Rebate Fund to be held by the Trustee in trust for such purposes. Additionally, the Building Corporation covenants that it will not take any action nor 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.

### **Insurance**

The Building Corporation covenants to carry or cause the School Corporation to carry the following kinds of insurance after completion of construction: (a) physical loss or damage insurance on the mortgaged property in the amount of the full replacement cost of the property; (b) business income coverage or other similar insurance providing "rental value" coverage and naming the Lessor as an additional insured. Such "rental value" coverage shall include limits in an amount at least sufficient to meet the payments for two (2) years of the net rent, impositions and other charges provided for in the Leases, and (c) bodily injury and property damage insurance

naming the Corporation as an insured against claims for damages for bodily injury, including accidental death, as well as claims for property damages with reference to the Leased Premises in an amount not less than Three Million Dollars (\$3,000,000) on account of each occurrence.

The proceeds of any insurance shall be applied by the Building Corporation to the repair, replacement or reconstruction of any damaged or destroyed property, if the cost of such repair, replacement or reconstruction does not exceed the proceeds of insurance. In addition, the Trustee may repair, replace, or reconstruct the mortgaged property if the Building Corporation fails to do so. If, at any time, the mortgaged property is totally or substantially destroyed, and the amount of insurance moneys received on account thereof by the Trustee is sufficient to redeem all of the outstanding Bonds, the Building Corporation with the written approval of the School Corporation may direct the Trustee to use said money for the purpose of calling for redemption all of the Bonds issued and then outstanding under the Trust Indenture at the then current redemption price.

### **Events of Default and Remedies**

Events of default under the Trust Indenture include: failure to pay the principal of, or the redemption premiums, if any, on any of the Bonds; failure to pay interest on the Bonds as it becomes due and payable; occurrence of certain events of bankruptcy or insolvency of the Building Corporation; default in the performance or observance of any other of the covenants, agreements or conditions by the Building Corporation under the Trust Indenture and the continuance of such default for sixty (60) days after written notice; failure of the Building Corporation to bring suit to mandate the appropriate officials of the School Corporation to levy a tax to pay the rentals provided under the Leases; and nonpayment of the lease rental within 90 days of when due as provided under the Leases.

Upon the happening and continuance of any event of default, the Trustee may, and upon written request of the holders of twenty-five percent (25%) in principal amount of the Bonds then outstanding shall, declare the principal amount of and interest accrued on all outstanding Bonds immediately due and payable; subject, however, to the rights of the holders of the majority in principal amount of all the outstanding Bonds to annul such declaration if all such events have been cured, all arrears of interest have been paid and all other indebtedness secured by the Trust Indenture except the principal and interest not then due has also been paid.

Upon the occurrence of one or more events of default, the Building Corporation, upon demand of the Trustee, shall forthwith surrender the possession of the property and the Trustee may take possession of all the mortgaged property and hold, operate and manage the same for the purpose of insuring payments on the Bonds until the event of default has been cured.

Upon the occurrence of one or more events of default, the Trustee may, and shall upon written request of the holders of at least twenty-five percent (25%) in principal amount of the Bonds then outstanding, pursue any available remedy by suit at law or in equity, whether for specific performance of any covenant or agreement contained in the Trust Indenture or in aid of any power granted therein, or for any foreclosure of the Trust Indenture including, to the extent permitted by law, the appointment of a receiver.

Any sale made either under the Trust Indenture, to the extent permitted by law, or by judgment or decree in any judicial proceeding for foreclosure shall be conducted as required by the Trust Indenture. The proceeds of any such sale shall be applied to pay the costs and expenses of the sale or judicial proceedings pursuant to the sale, the expenses of the Trustee and the holders of the Bonds, with interest at the highest rate of interest on any of the Bonds when sold, and the payment of the installments of interest which are due and unpaid in the order of their maturity, next, if the principal of the Bonds is due, to the payment of the principal thereof and the accrued interest thereon pro rata. No holder of all of the Bonds shall have the right to institute any proceeding in law or in equity for the foreclosure of the Trust Indenture, the appointment of a receiver, or for any other remedy under the Trust Indenture without complying with the provisions of the Trust Indenture.

### **Supplemental Indentures**

The Building Corporation and the Trustee may, without obtaining the approval of the holders of the Bonds, enter into supplemental indentures to cure any ambiguity or formal defect or omission in the Trust Indenture; or to grant to the Trustee for the benefit of such holders any additional rights, remedies, powers, authority or security that may be lawfully granted; or to provide for the issuance of additional parity bonds to finance a partial refunding of the Bonds.

The holders of not less than 66-2/3% in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time except when contrary to the Trust Indenture, to approve the execution by the Building Corporation and the Trustee of such supplemental indentures, except no supplemental indenture shall permit:

- (a) An extension of the maturity of the principal of or interest on any Bond;
- (l) A reduction in the principal amount of any Bond or the redemption premium or the rate of interest;
- (m) The creation of a lien upon the mortgaged property taking priority or on a parity with the lien created by the Trust Indenture;
- (n) A preference or priority of any Bond or Bonds over any other Bond or Bonds; or,
- (o) A reduction in the aggregate principal amount of the Bonds required for consent to supplemental indentures.

If the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the bonds outstanding at the time of the execution of such supplemental indenture shall have consented to and approved the execution thereof as provided in the Trust Indenture, no owner of any bond shall have any right to object to the execution of such supplemental indenture or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Building Corporation from executing the same, or from taking any action pursuant to the provisions thereof.

No duties or responsibilities of the Trustee may be amended or modified without the written consent of the Trustee.

Upon the execution of any supplemental indenture pursuant to the provisions of the Trust Indenture, the Trust Indenture shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under the Trust Indenture of the Building Corporation, the Trustee, and all owners of bonds then outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

### **Possession Until Default, Defeasance, Payment, Release**

Subject to the rights of the Trustee and the holders of the Bonds in the event of the occurrence and continuance of an event of default, the Building Corporation shall have the right of full possession, enjoyment and control of all the mortgaged property. While in possession of the mortgaged property, and while not in default under the Trust Indenture, the Building Corporation shall have the right at all times to alter, change, add to, repair, or replace any of the property constituting a part of the mortgaged property so long as the value of the mortgaged property and the security of the Bonds shall not be substantially impaired or reduced. The Trustee may release any mortgaged property which has become unfit or unnecessary for use pursuant to the Trust Indenture. If new property is purchased or acquired in substitution for the mortgaged property so released, the new property shall become subject to the lien and the operation of the Trust Indenture. If no new property is purchased with the proceeds of any sale or mortgaged property within ninety (90) days after the receipt of the proceeds, the proceeds shall be deposited in the Operation and Reserve Fund.

The Building Corporation may pay and discharge the entire indebtedness on all Bonds outstanding:

- (a) by paying the whole amount of the principal and interest and the premium if any, due and payable upon all of the Bonds then outstanding; or
- (p) by depositing with the Trustee (i) sufficient money, (ii) direct obligations of the United States of America (the "Government Securities") or (iii) time certificates of deposit of a bank or banks secured as to both principal and interest by Government Securities in amounts sufficient to pay or redeem all Bonds outstanding.

If the whole amount of the principal, premium, if any, and interest so due and payable upon all of the Bonds then outstanding shall be paid or provision made for payment, then the right, title and interest of the Trustee shall thereupon cease, terminate and become void. Upon termination of the Trustee's title, the Trustee shall release the Trust Indenture and return to the Building Corporation any surplus in the Sinking Fund and Operation and Reserve Fund and any other funds other than moneys held for redemption or payment of Bonds.

## **Additional Bonds**

The Trustee, at the request of the Building Corporation or the School Corporation, to the extent permitted by law, shall cause to be issued Additional Bonds from time to time to provide for refunding the Bonds and certain other limited purposes; provided that the issuance of such Additional Bonds shall not result in the interest on the Bonds outstanding immediately prior to such issuance becoming subject to federal income tax. Before any Additional Bonds are executed, there shall be delivered to the Trustee the items required by the Indenture. 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 such Additional Bonds, and the proceeds thereof shall be held, invested and paid out as therein provided, provided that such terms and provisions shall not be otherwise inconsistent with the Indenture.

## APPENDIX D





April 1, 2019

J.P. Morgan Securities LLC  
New York, New York

Re: Anderson School Building Corporation  
Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2019  
Total Issue: \$38,590,000  
Dated Date: April 1, 2019

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Anderson School Building Corporation (the "Issuer") of \$38,590,000 of Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2019 dated April 1, 2019 (the "Bonds"), pursuant to Indiana Code § 20-47-3 and Indiana Code § 5-1-5 and a Trust Indenture between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"), dated as of September 1, 2004, as supplemented by a First Supplemental Trust Indenture, dated as of October 1, 2005, a Second Supplemental Trust Indenture, dated as of December 1, 2005, a Third Supplemental Trust Indenture, dated as of March 1, 2006, a Fourth Supplemental Trust Indenture, dated as of February 1, 2015 and a Fifth Supplemental Trust Indenture, dated as of February 1, 2019 (as supplemented, the "Indenture"). We have examined the law and the certified transcript of proceedings of the Issuer and the Anderson Community School Corporation (the "School Corporation") relative to the authorization, issuance and sale of the Bonds and such other papers as we deem necessary to render the opinions below. We have relied upon the certified transcript of proceedings and certificates of public officials, including the Issuer's and the School Corporation's tax covenants and representations (the "Tax Representations"), and we have not undertaken to verify any facts by independent investigation.

We have also relied upon a commitment for title insurance as to title to the real estate described in the Indenture.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Preliminary Official Statement dated February 20, 2019 or the Final Official Statement dated February 27, 2019 (collectively, the "Official Statement") or any other offering material relating to the Bonds, and we express no opinion relating thereto.

Based on our examination, we are of the opinion, as of the date hereof, as follows:

1. The Lease Agreement between the Issuer, as lessor, and the School Corporation, as lessee, executed November 6, 2001, as amended by an Amendment to Lease, dated as of March 1, 2006 and a Second Amendment to Lease, dated as of February 1, 2019 (as amended,

the "2001 Lease") has been duly entered into in accordance with the provisions of the Indiana Code § 20-47-3 and the 2001 Lease is valid and binding lease. Pursuant to the 2001 Lease, the School Corporation is required by law annually to pay the 2001 Lease rentals, which 2001 Lease rentals have commenced.

2. The Lease Agreement between the Issuer, as lessor, and the School Corporation, as lessee, executed October 2002, as amended by an Amendment to Lease, dated as of March 1, 2006 and a Second Amendment to Lease, dated as of February 1, 2019 (as amended, the "2002 Lease") has been duly entered into in accordance with the provisions of the Indiana Code § 20-47-3 and the 2003 Lease is valid and binding lease. Pursuant to the 2002 Lease, the School Corporation is required by law annually to pay the 2002 Lease rentals, which 2002 Lease rentals have commenced.

3. The Lease Agreement between the Issuer, as lessor, and the School Corporation, as lessee, executed March 3, 2003, as amended by an Amendment to Lease, dated as of March 1, 2006 and a Second Amendment to Lease, dated as of February 1, 2019 (as amended, the "2003 Lease") has been duly entered into in accordance with the provisions of the Indiana Code § 20-47-3 and the 2003 Lease is valid and binding lease. Pursuant to the 2003 Lease, the School Corporation is required by law annually to pay the 2003 Lease rentals, which 2003 Lease rentals have commenced.

4. The Lease Agreement between the Issuer, as lessor, and the School Corporation, as lessee, executed March 3, 2004, as amended by an Amendment to Lease, dated March 16, 2005, a Second Amendment to Lease, dated as of December 1, 2005, a Third Amendment to Lease, dated as of March 1, 2006, a Fourth Amendment to Lease, dated January 13, 2015 and a Fifth Amendment to Lease, dated as of February 1, 2019 (as amended, the "2004 Lease", which with the 2001 Lease, 2002 Lease and 2003 Lease shall collectively be referred to as the "Leases") has been duly entered into in accordance with the provisions of the Indiana Code § 20-47-3 and the 2004 Lease is valid and binding lease. Pursuant to the 2004 Lease, the School Corporation is required by law annually to pay the 2004 Lease rentals, which 2004 Lease rentals have commenced.

5. All taxable property in the School Corporation is subject to ad valorem taxation to pay the rentals due under each of the Leases; however, the School Corporation's collection of the levy may be limited by operation of Indiana Code § 6-1.1-20.6, which provides taxpayers with tax credits for property taxes attributable to different classes of property in an amount that exceeds certain percentages of the gross assessed value of that property. The School Corporation is required by law to fully fund the payment of its rentals due under each of the Leases in an amount sufficient to pay such rentals, regardless of any reduction in property tax collections due to the application of such tax credits.

6. The Issuer has duly authorized, sold, executed and delivered the Bonds and has duly authorized and executed the Indenture securing the same, and the Indenture has been duly recorded. The Bonds are the valid and binding obligations of the Issuer secured on a parity basis with the Issuer's Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2015 by a mortgage on the property described in the Indenture. Any foreclosure of the mortgage would, if the School Corporation is not in default in the payment of rentals as provided in each of the Leases, be subject to the rights of the School Corporation under each of the Leases.

7. Under statutes, decisions, regulations and rulings existing on this date, the interest on the Bonds is exempt from income taxation in the State of Indiana (the "State"). This opinion relates only to the exemption of interest on the Bonds from State income taxation.

8. Under federal statutes, decisions, regulations and rulings existing on this date, the interest on the Bonds is excludable from gross income of the owners for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date hereof (the "Code") and is not a specific preference item for purposes of the federal alternative minimum tax. This opinion is conditioned upon compliance by the Issuer and the School Corporation subsequent to the date hereof with their respective Tax Representations. Failure to comply with the Tax Representations could cause interest on the Bonds to lose the exclusion from gross income for federal income tax purposes retroactive to their issue date.

In rendering the opinion set forth in paragraph 8 above, we have relied upon a report of Baker Tilly Municipal Advisors, LLC, as to the accuracy of the mathematical computations of the yield on the Bonds and the cash deposited on the date hereof with U.S. Bank National Association, as escrow trustee (the "Escrow Trustee"), pursuant to an Escrow and Defeasance Agreement dated as of the date hereof among the Issuer, the Trustee and the Escrow Trustee.

It is to be understood that the rights of the registered owners of the Bonds and the enforceability of the Bonds and the Indenture, as well as the rights of the Issuer, the School Corporation and the Trustee and the enforceability of the Leases may be subject to (i) bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of law and equity; and (ii) the valid exercise of the constitutional powers of the State and the United States of America.

Very truly yours,

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## APPENDIX E



## MASTER CONTINUING DISCLOSURE UNDERTAKING

This MASTER CONTINUING DISCLOSURE UNDERTAKING dated as of October 25, 2018 (the "Master Undertaking") is executed and delivered by ANDERSON COMMUNITY SCHOOL CORPORATION (the "Obligor") for the purpose of permitting various Underwriters (as hereinafter defined) of the Obligations (as hereinafter defined) issued by or on behalf of the Obligor from time to time to purchase such Obligations in compliance with the Securities and Exchange Commission ("SEC") Rule 15c2-12, as amended (the "SEC Rule");

### WITNESSETH THAT:

Section 1. Definitions. The words and terms defined in this Master Undertaking shall have the meanings herein specified unless the context or use clearly indicates another or different meaning or intent. Those words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization, shall have the meanings assigned to them in the SEC Rule.

- (1) "Holder" or any similar term, when used with reference to any Obligation or Obligations, means any person who shall be the registered owner of any outstanding Obligation, or the owner of a beneficial interest in such Obligation.
- (2) "EMMA" is Electronic Municipal Market Access System established by the MSRB.
- (3) "Final Official Statement" means, with respect to any Obligations, the final Official Statement relating to such Obligations, including any document or set of documents included by specific reference to such document or documents available to the public on EMMA.
- (4) "MSRB" means the Municipal Securities Rulemaking Board.
- (5) "Obligated Person" means any person, including the Obligor, 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 a part of the obligations on the Obligations (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities). All Obligated Persons with respect to Obligations currently are identified in Section 3 below.
- (6) "Obligations" means the various obligations issued by or on behalf of the Obligor, as listed on Exhibit A, as the same shall be amended or supplemented from time to time.
- (7) "Underwriter" or "Underwriters" means, with respect to any Obligations, the underwriter or underwriters of such Obligations pursuant to the applicable purchase agreement for such Obligations.

Section 2. Obligations; Term. (a) This Master Undertaking applies to the Obligations.

(b) The term of this Master Undertaking extends from the date of delivery of the Master Undertaking by the Obligor to the earlier of: (i) the date of the last payment of principal or redemption price, if any, of, and interest to accrue on, all Obligations; or (ii) the date all Obligations are defeased under the respective trust indentures or respective resolutions.

Section 3. Obligated Persons. The Obligor hereby represents and warrants as of the date hereof that the only Obligated Person with respect to the Obligations is the Obligor. If any such person is no longer committed by contract or other arrangement to support payment of the Obligations, such person shall no longer be considered an Obligated Person within the meaning of the SEC Rule and the continuing obligation under this Master Undertaking to provide annual financial information and notices of events shall terminate with respect to such person.

Section 4. Provision of Financial Information. (a) The Obligor hereby undertakes to provide, with respect to the Obligations, the following financial information, in each case (i) in an electronic format as prescribed by the MSRB and (ii) accompanied by identifying information as prescribed by the MSRB:

- (1) To the MSRB, the audited financial statements of the Obligor as prepared and examined by the Indiana State Board of Accounts on a biennial basis for each period of two fiscal years, together with the opinion of the reviewers thereof and all notes thereto (collectively, the "Audited Information"), by the June 30 immediately following each biennial period. Such disclosure of Audited Information shall first occur by June 30, 2019, and shall be made by June 30 every two years thereafter, if the Audited Information is delivered to the Obligor by June 30 of each biennial period. If, however, the Obligor has not received the Audited Information by such June 30 biennial date, the Obligor agrees to (i) post a voluntary notice to the MSRB by June 30 of such biennial period that the Audited Information has not been received, and (ii) post the Audited Information within 60 days of the Obligor's receipt thereof; and
- (2) To the MSRB, no later than June 30 of each year beginning June 30, 2019, the most recent unaudited annual financial information for the Obligor including (i) unaudited financial statements of the Obligor, and (ii) operating data (excluding any demographic information or forecast) of the general type provided under the general categories of headings as described below (collectively, the "Annual Information"), which Annual Information may be provided in such format and under such headings as the School Corporation deems appropriate:



## APPENDIX A

### ANDERSON COMMUNITY SCHOOL CORPORATION

- Enrollment

### GENERAL ECONOMIC AND FINANCIAL INFORMATION

- Schedule of Historical Net Assessed Valuation
- Detail of Net Assessed Valuation
- Comparative Schedule of Tax Rates
- Property Taxes Levied and Collected
- Large Taxpayers
- Summary of Revenues and Expenditures by Fund

(b) If any Annual Information or Audited Information relating to the Obligor referred to in paragraph (a) of this Section 4 no longer can be provided because the operations to which they relate have been materially changed or discontinued, a statement to that effect, provided by the Obligor to the MSRB, along with any other Annual Information or Audited Information required to be provided under this Master Undertaking, shall satisfy the undertaking to provide such Annual Information or Audited Information. To the extent available, the Obligor shall cause to be filed along with the other Annual Information or Audited Information operating data similar to that which can no longer be provided.

(c) The disclosure may be accompanied by a certificate of an authorized representative of the Obligor in the form of Exhibit B attached hereto.

(d) The Obligor agrees to make a good faith effort to obtain Annual Information and Audited Information. However, failure to provide any component of Annual Information and Audited Information, because it is not available to the Obligor on the date by which Annual Information is required to be provided hereunder, shall not be deemed to be a breach of this Master Undertaking. The Obligor further agrees to supplement the Annual Information or Audited Information filing when such data is available.

(e) Annual Information or Audited Information required to be provided pursuant to this Section 4 may be provided by a specific reference to such Annual Information or Audited Information already prepared and previously provided to the MSRB. Any information included by reference shall also be (i) available to the public on EMMA at [www.emma.msrb.org](http://www.emma.msrb.org), or (ii) filed with the SEC.

(f) All continuing disclosure filings under this Master Undertaking shall be made in accordance with the terms and requirements of the MSRB at the time of such filing. As of the date of this Master Undertaking, the SEC has approved the submission of continuing disclosure filings on EMMA, and the MSRB has requested that such filings be made by transmitting such filings electronically to EMMA currently found at [www.emma.msrb.org](http://www.emma.msrb.org).

Section 5. Accounting Principles. The Annual Information will be prepared on a cash basis as prescribed by the State Board of Accounts, as in effect from time to time, as described in the auditors' report and notes accompanying the audited financial statements of the

Obligor or those mandated by state law from time to time. The Audited Information of the Obligor, as described in Section 4(a)(1) hereof, will be prepared in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States.

Section 6. Reportable Events. The Obligor undertakes to disclose the following events within 10 business days of the occurrence of any of the following events, if material (which determination of materiality shall be made by the Obligor in accordance with the standards established by federal securities laws), to the MSRB, in each case (i) in an electronic format as prescribed by the MSRB and (ii) accompanied by identifying information as prescribed by the MSRB:

- (1) non-payment related defaults;
- (2) modifications to rights of Holders;
- (3) bond calls;
- (4) release, substitution or sale of property securing repayment of the Obligations;
- (5) the consummation of a merger, consolidation, or acquisition, or certain asset sales, involving the obligated person, or entry into or termination of a definitive agreement relating to the foregoing; and
- (6) appointment of a successor or additional trustee or the change of name of a trustee.

The Obligor undertakes to disclose the following events, within 10 business days of the occurrence of any of the following events, regardless of materiality, to the MSRB, in each case (i) in an electronic format as prescribed by the MSRB and (ii) accompanied by identifying information as prescribed by the MSRB:

- (1) principal and interest payment delinquencies;
- (2) unscheduled draws on debt service reserves reflecting financial difficulties;
- (3) unscheduled draws on credit enhancements reflecting financial difficulties;
- (4) substitution of credit or liquidity providers, or their failure to perform;
- (5) defeasances;
- (6) rating changes;
- (7) adverse tax opinions or events affecting the status of the Obligations, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed

Issue (IRS Form 5701-TEB) or other material events, notices or determinations with respect to the tax status of the Obligations;

- (8) tender offers; and
- (9) bankruptcy, insolvency, receivership or similar event of the obligated person.

The disclosure may be accompanied by a certificate of an authorized representative of the Obligor in the form of Exhibit C attached hereto.

Section 7. Use of Agent. The Obligor may, at its sole discretion, utilize an agent (the "Dissemination Agent") in connection with the dissemination of any information required to be provided by the Obligor pursuant to the SEC Rule and the terms of this Master Undertaking. If a Dissemination Agent is selected for these purposes, the Obligor shall provide prior written notice thereof (as well as notice of replacement or dismissal of such agent) to EMMA, and the MSRB.

Further, the Obligor may, at its sole discretion, retain counsel or others with expertise in securities matters for the purpose of assisting the Obligor in making judgments with respect to the scope of its obligations hereunder and compliance therewith, all in order to further the purposes of this Master Undertaking.

Section 8. Failure to Disclose. If, for any reason, the Obligor fails to provide the Audited Information or Annual Information as required by this Master Undertaking, the Obligor shall provide notice of such failure in a timely manner to EMMA or to the MSRB, in the form of the notice attached as Exhibit D.

Section 9. Remedies. (a) The purpose of this Master Undertaking is to enable the Underwriters to purchase the Obligations by providing for an undertaking by the Obligor in satisfaction of the SEC Rule. This Master Undertaking is solely for the benefit of (i) the Underwriters, and (ii) the Holders, and creates no new contractual or other rights for, nor can it be relied upon by, the SEC, underwriters, brokers, dealers, municipal securities dealers, potential customers, other Obligated Persons or any other third party. The sole remedy against the Obligor for any failure to carry out any provision of this Master Undertaking shall be for specific performance of the Obligor's disclosure obligations hereunder and not for money damages of any kind or in any amount or for any other remedy. The Obligor's failure to honor its covenants hereunder shall not constitute a breach or default of the Obligations or any other agreement to which the Obligor is a party and shall not give rise to any other rights or remedies.

(b) Subject to paragraph (e) of this Section 9, in the event the Obligor fails to provide any information required of it by the terms of this Master Undertaking, any holder of Obligations may pursue the remedy set forth in the preceding paragraph in any court of competent jurisdiction in the State of Indiana. An affidavit to the effect that such person is a holder of Obligations supported by reasonable documentation of such claim shall be sufficient to evidence standing to pursue this remedy.

(c) Subject to paragraph (e) of this Section 9, any challenge to the adequacy of the information provided by the Obligor by the terms of this Master Undertaking may be pursued only by holders of not less than 25% in principal amount of Obligations then outstanding in any

court of competent jurisdiction in the State of Indiana. An affidavit to the effect that such persons are holders of Obligations supported by reasonable documentation of such claim shall be sufficient to evidence standing to pursue the remedy set forth in the preceding paragraph.

(d) If specific performance is granted by any such court, the party seeking such remedy shall be entitled to payment of costs by the Obligor and to reimbursement by the Obligor of reasonable fees and expenses of attorneys incurred in the pursuit of such claim. If specific performance is not granted by any such court, the Obligor shall be entitled to payment of costs by the party seeking such remedy and to reimbursement by such party of reasonable fees and expenses of attorneys incurred in the pursuit of such claim.

(e) Prior to pursuing any remedy for any breach of any obligation under this Master Undertaking, a holder of Obligations shall give notice to the Obligor and the respective issuer of each obligation, by registered or certified mail, of such breach and its intent to pursue such remedy. Thirty (30) days after the receipt of such notice, upon earlier response from the Obligor to this notice indicating continued noncompliance, such remedy may be pursued under this Master Undertaking if and to the extent the Obligor has failed to cure such breach.

Section 10. Additional Information. Nothing in this Master Undertaking shall be deemed to prevent the Obligor from disseminating any other information, using the means of dissemination set forth in this Master Undertaking or any other means of communication, or including any other information in any Annual Information or notice of occurrence of a reportable event, in addition to that which is required by this Master Undertaking.

Section 11. Modification of Master Undertaking. The Obligor may, from time to time, amend or modify this Master Undertaking without the consent of or notice to the holders of the Obligations if either (a)(i) such amendment or modification is made in connection with a change in circumstances that arises from a change in legal requirements, change in law (including but not limited to a change in law which requires a change in the Obligor's policies or accounting practices) or change in the identity, nature or status of the Obligor, or type of business conducted, (ii) this Master Undertaking, as so amended or modified, would have complied with the requirements of the SEC Rule on the date hereof, after taking into account any amendments or interpretations of the SEC Rule, as well as any change in circumstances, and (iii) such amendment or modification does not materially impair the interests of the holders of the Obligations, as determined either by (A) nationally recognized bond counsel or (B) an approving vote of the holders of the Obligations pursuant to the terms of any Trust Indenture at the time of such amendment or modification; or (b) such amendment or modification (including an amendment or modification which rescinds this Master Undertaking) is otherwise permitted by the SEC Rule, as then in effect.

Section 12. Interpretation Under Indiana Law. It is the intention of the parties hereto that this Master Undertaking and the rights and obligations of the parties hereunder shall be governed by, and construed and enforced in accordance with, the law of the State of Indiana.

Section 13. Severability Clause. In case any provision in this Master Undertaking shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 14. Successors and Assigns. All covenants and agreements in this Master Undertaking made by the Obligor shall bind its successors, whether so expressed or not.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Obligor has caused this Master Undertaking to be executed as of the day and year first hereinabove written.

ANDERSON COMMUNITY SCHOOL  
CORPORATION, as Obligor

By: \_\_\_\_\_  
Pat Hill, President  
Board of School Trustees

\_\_\_\_\_  
Holly Renz, Secretary  
Board of School Trustees

*[Signature Page to Master Continuing Disclosure Undertaking]*

**EXHIBIT A**  
**OBLIGATIONS**

<u>Full Name of Bond Issue</u>	<u>Base CUSIP</u>	<u>Final Maturity</u>
Anderson School Building Corporation Unlimited Ad Valorem Property Tax First Mortgage Bonds, Series 2018	033896	January 15, 2038

**EXHIBIT B**

**CERTIFICATE RE: [ANNUAL INFORMATION][AUDITED INFORMATION]  
DISCLOSURE**

The undersigned, on behalf of the ANDERSON COMMUNITY SCHOOL CORPORATION, as the Obligor under the Master Continuing Disclosure Undertaking, dated as of October 25, 2018 (the "Master Undertaking"), hereby certifies that the information enclosed herewith constitutes the [Annual Information][Audited Information] (as defined in the Master Agreement) which is required to be provided pursuant to Section 4(a) of the Master Agreement.

Dated: \_\_\_\_\_.

ANDERSON COMMUNITY SCHOOL  
CORPORATION

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DO NOT EXECUTE – FOR FUTURE USE ONLY



**EXHIBIT C**

**CERTIFICATE RE: REPORTABLE EVENT DISCLOSURE**

The undersigned, on behalf of the ANDERSON COMMUNITY SCHOOL CORPORATION, as Obligor under the Master Continuing Disclosure Undertaking, dated as of October 25, 2018 (the "Master Agreement"), hereby certifies that the information enclosed herewith constitutes notice of the occurrence of a reportable event which is required to be provided pursuant to Section 6 of the Master Agreement.

Dated: \_\_\_\_\_.

ANDERSON COMMUNITY SCHOOL  
CORPORATION

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DO NOT EXECUTE – FOR FUTURE USE ONLY

**EXHIBIT D**

**NOTICE TO MSRB OF FAILURE TO FILE INFORMATION**

Notice is hereby given that the ANDERSON COMMUNITY SCHOOL CORPORATION (the "Obligor") did not timely file its [Annual Information][Audited Information] as required by Section 4(a) of the Master Continuing Disclosure Undertaking, dated as of October 25, 2018.

Dated: \_\_\_\_\_

ANDERSON COMMUNITY SCHOOL  
CORPORATION

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DO NOT EXECUTE – FOR FUTURE USE ONLY

**FIRST AMENDMENT TO  
MASTER CONTINUING DISCLOSURE UNDERTAKING**

This FIRST AMENDMENT TO MASTER CONTINUING DISCLOSURE UNDERTAKING, dated as of February 27, 2019 (the "Amendment") amends the Master Continuing Disclosure Undertaking dated as of October 25, 2018 (the "Original Undertaking"). The Amendment is being entered into by the Anderson Community School Corporation (the "Obligor") for the purpose of incorporating changes to the Securities and Exchange Commission ("SEC") Rule 15c2-12 (the "SEC Rule") as described in the 2018 Amendments (as hereinafter defined). The Original Undertaking as amended by the Amendment is referred to herein as the "Master Undertaking".

WITNESSETH THAT:

WHEREAS, the Original Undertaking is being amended to modify Section 6 thereof regarding Reportable Events pursuant to SEC Release No. 34-83885, dated August 20, 2018 (the "2018 Amendments"), and does not require the consent of existing Holders of Obligations because (i) this Amendment is entered into due to a change in circumstances that arises from a change in legal requirements or change in law, (ii) the Original Undertaking would have complied with the requirements of the SEC Rule on the date thereof, after taking into account any amendments or interpretations of the SEC Rule, as well as any change in circumstances, and (iii) such amendments or modifications herein do not materially impair the interests of the Holders of the Obligations issued before the date of this Amendment, as determined by nationally recognized bond counsel; and

WHEREAS, the Obligor therefore finds that this Amendment is being entered into in connection with a change in circumstances that arises from a change in legal requirements and a change in law; and

WHEREAS, the Obligor further finds that the Original Undertaking would have complied with the requirements of the SEC Rule on the date thereof; and

WHEREAS, upon a determination by nationally recognized bond counsel, the Obligor further finds that this Amendment does not materially impair the interests of the Holders of the Obligations issued before the date of this Amendment; and

WHEREAS, the Obligor is an Obligated Person (as defined in the SEC Rule) because the only sources of funds pledged to pay the principal and interest due on the Obligations are (i) lease rental payments (in addition to bond proceeds held under one or more trust indentures) due under one or more lease agreements pursuant to which the Obligor is a party, and/or (ii) the tax levy of the Obligor;

NOW, THEREFORE, in consideration of the payment for and acceptance of the Anderson School Building Corporation Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2019 (the "2019 Bonds") and any Obligations issued after the date of this Amendment, the Original Undertaking is hereby amended as follows:

Section 1. Solely as to the Series 2019 Bonds and any Obligations issued after the date of this Amendment, Section 6 of the Original Undertaking is hereby amended to read as follows:

"Section 6. Reportable Events. The Obligor undertakes to disclose the following events within 10 business days of the occurrence of any of the following events, if material (which determination of materiality shall be made by the Obligor in accordance with the standards established by federal securities laws), to the MSRB, in each case (i) in an electronic format as prescribed by the MSRB and (ii) accompanied by identifying information as prescribed by the MSRB:

- (1) non-payment related defaults;
- (2) modifications to rights of Holders;
- (3) bond calls;
- (4) release, substitution or sale of property securing repayment of the Obligations;
- (5) the consummation of a merger, consolidation, or acquisition, or certain asset sales, involving the obligated person, or entry into or termination of a definitive agreement relating to the foregoing;
- (6) appointment of a successor or additional trustee or the change of name of a trustee; and
- (7) Solely as to the Anderson School Building Corporation Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2019 (the "2019 Bonds") and any Obligations issued after the date of this Amendment, incurrence of a financial obligation (as defined in the SEC Rule) of the Obligor or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Obligor, any of which affect security holders.

The Obligor undertakes to disclose the following events, within 10 business days of the occurrence of any of the following events, regardless of materiality, to the MSRB, in each case (i) in an electronic format as prescribed by the MSRB and (ii) accompanied by identifying information as prescribed by the MSRB:

- (1) principal and interest payment delinquencies;
- (2) unscheduled draws on debt service reserves reflecting financial difficulties;
- (3) unscheduled draws on credit enhancements reflecting financial difficulties;

- (4) substitution of credit or liquidity providers, or their failure to perform;
- (5) defeasances;
- (6) rating changes;
- (7) adverse tax opinions or events affecting the status of the Obligations, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material events, notices or determinations with respect to the tax status of the Obligations;
- (8) tender offers;
- (9) bankruptcy, insolvency, receivership or similar event of the obligated person; and
- (10) Solely as to the 2019 Bonds and any Obligations issued after the date of this Amendment, default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Obligor, any of which reflect financial difficulties."

Section 2. Definitions. In this Amendment, words and terms not defined shall have the meaning prescribed in the Original Undertaking unless the context otherwise dictates.

Section 3. Obligations. This Amendment only applies to the 2019 Bonds and Obligations issued after the date of this Amendment.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Obligor has caused this First Amendment to Master Continuing Disclosure Undertaking to be executed as of the day and year first hereinabove written.

ANDERSON COMMUNITY SCHOOL  
CORPORATION, as Obligor

By: \_\_\_\_\_  
Pat Hill, President  
Board of School Trustees

\_\_\_\_\_  
Holly Renz, Secretary  
Board of School Trustees

*[Signature Page to First Amendment to Master Continuing Disclosure Undertaking]*

**FIRST SUPPLEMENT TO  
MASTER CONTINUING DISCLOSURE UNDERTAKING**

This First Supplement to Master Continuing Disclosure Undertaking, dated as of February 27, 2019 (the "First Supplement"), to the Master Continuing Disclosure Undertaking dated as of October 25, 2018, as amended by a First Amendment to Master Continuing Disclosure Undertaking dated as of February 27, 2019 (as amended, the "Original Undertaking"), of Anderson Community School Corporation (the "Obligor"), is entered into for the benefit of J.P. Morgan Securities LLC, as underwriter of the \$38,590,000 Anderson School Building Corporation Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2019 (the "2019 Bonds"). The Original Undertaking, as supplemented by this First Supplement will be referred to herein as the "Master Undertaking."

Section 1. The terms of the Master Undertaking, as supplemented by this First Supplement, are hereby made applicable in all respects to the 2019 Bonds. As of the date of this First Supplement, for clarification purposes only:

(i) the Audited Information referred to in Section 4(i) of the Master Undertaking shall first occur on the 2019 Bonds within sixty (60) days of receipt of the Audited Information for the biannual period ending June 30, 2018, thereafter, such disclosure of Audited Information shall first begin by June 30, 2021;

(ii) the Annual Information referred to in Section 4(ii) of the Master Undertaking shall first occur on the 2019 Bonds beginning June 30, 2019.

Section 2. There are no other obligated persons other than the Obligor with respect to the 2019 Bonds.

Section 3. Exhibit A of the Master Undertaking is supplemented to include the 2019 Bonds, as attached hereto.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Obligor has caused this Master Undertaking to be executed as of the day and year first hereinabove written.

ANDERSON COMMUNITY SCHOOL  
CORPORATION, as Obligor

By: \_\_\_\_\_  
Pat Hill, President  
Board of School Trustees

\_\_\_\_\_  
Holy Renz, Secretary  
Board of School Trustees

*[Signature Page to First Supplement to Master Continuing Disclosure Undertaking]*



**EXHIBIT A**  
**OBLIGATIONS**

**Proforma after Issuance of 2019 Bonds**

<b>Full Name of Bond Issue</b>	<b>Base CUSIP</b>	<b>Final Maturity</b>
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**General Obligation Bonds**

**Lease Obligations**

Anderson School Building Corporation Unlimited Ad Valorem Property Tax First Mortgage Bonds, Series 2018	033896	January 15, 2038
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Anderson School Building Corporation Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2019	033896	January 20, 2028
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