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

NEW ISSUE
Book-Entry-Only

Programmatic Rating: Standard & Poor's Corporation "__"
Underlying Rating: Standard & Poor's Corporation "__"

This Preliminary Official Statement is deemed "nearly final" and is dated April 18, 2014

In the opinion of Ice Miller LLP, Indianapolis, Indiana under federal statutes, decisions, regulations and rulings, interest on the Bonds is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended, for federal income tax purposes. Such exclusion is conditioned on continuing compliance with the Tax Covenants (hereinafter defined). In the opinion of Ice Miller LLP, Indianapolis, Indiana, under existing laws, regulations, judicial decisions and rulings, interest on the Bonds is exempt from income taxation in the State of Indiana. See "TAX MATTERS" herein.

$13,515,000
WHITKO HIGH SCHOOL BUILDING CORPORATION
Pierceton, Indiana
AD VALOREM PROPERTY TAX FIRST MORTGAGE BONDS, SERIES 2014

Original Date: Date of Delivery (Anticipated to be May 14, 2014) Due: January 15 and July 15, as shown on inside cover page

The Whitko High School Building Corporation (the "Building Corporation") is issuing $13,515,000 of Ad Valorem Property Tax First Mortgage Bonds, Series 2014 (the "Bonds") for the purpose of paying a portion of the costs of construction of a new Pierceton Elementary School, and the renovation, additions and improvements to South Whitley Elementary School, including site improvements at both schools (collectively, the "Project"), and to pay capitalized interest and issuance expenses. The Building Corporation issued $8,485,000 of Ad Valorem Property Tax First Mortgage Bonds, Series 2013 (the "2013 Bonds") to fund the remaining portion of the Project. Funding for the construction of a new Pierceton Elementary School and the construction of a new School Corporation administration office will be provided by proceeds from the Building Corporation's purchase of Leased Property (hereinafter defined). The Bonds will rank on parity with the 2013 Bonds, dated December 12, 2013, now outstanding in the amount of $8,485,000.

The Bonds are secured by and payable from fixed, semiannual lease rental payments (the "Lease Rentals") to be paid by the Whitko Community School Corporation (the "School Corporation") directly to Regions Bank, in Indianapolis, Indiana (the "Trustee") under a Trust Indenture between the Building Corporation and the Trustee dated as of December 1, 2013, as supplemented by a First Supplemental Trust Indenture dated as of May 1, 2014 (collectively, the "Trust Indenture") and a lease (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. The Bonds are additionally secured by a first mortgage lien on the Leased Property (hereinafter defined). The 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 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 Bonds will be made in book-entry-only form in the denomination of $5,000 or any integral multiples thereof. Purchasers of beneficial interests in the Bonds (the "Beneficial Owners") will not receive physical delivery of certificates representing their interests in the Bonds. Interest on the Bonds will be payable semiannually on January 15 and July 15 of each year, beginning January 15, 2015. Principal and interest will be disbursed on behalf of the Building Corporation by Regions Bank, in Indianapolis, Indiana (the "Registrar" and "Paying Agent"). Interest on the 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 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent. Interest on, together with the principal of, the Bonds will be paid directly to DTC by the Paying Agent so long as DTC or its nominee is the registered owner of the Bonds. The final disbursement of such payments to the Beneficial Owners of the Bonds will be the responsibility of the DTC Participants and the Indirect Participants. See "BOOK-ENTRY-ONLY SYSTEM". The Bonds will be subject to optional redemption prior to maturity, as more fully described herein. The Bonds may be issued as "Term Bonds" at the Underwriter's (hereinafter defined) discretion and subject to mandatory sinking fund redemption as more fully described herein.

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* _____)

Maturity	Principal**	Interest Rate	Yield	CUSIP	Maturity	Principal**	Interest Rate	Yield	CUSIP
July 15, 2017	$55,000				January 15, 2026	$440,000			
January 15, 2018	55,000				July 15, 2026	450,000			
July 15, 2018	55,000				January 15, 2027	455,000			
January 15, 2019	55,000				July 15, 2027	465,000			
July 15, 2019	55,000				January 15, 2028	475,000			
January 15, 2020	55,000				July 15, 2028	485,000			
July 15, 2020	370,000				January 15, 2029	490,000			
January 15, 2021	375,000				July 15, 2029	500,000			
July 15, 2021	380,000				January 15, 2030	515,000			
January 15, 2022	385,000				July 15, 2030	525,000			
July 15, 2022	390,000				January 15, 2031	535,000			
January 15, 2023	395,000				July 15, 2031	550,000			
July 15, 2023	400,000				January 15, 2032	560,000			
January 15, 2024	410,000				July 15, 2032	570,000			
July 15, 2024	415,000				January 15, 2033	585,000			
January 15, 2025	425,000				July 15, 2033	600,000			
July 15, 2025	430,000				January 15, 2034	610,000			

*Copyright 2014, American Bankers Association. CUSIP data herein provided by Standard & Poor's, CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc.

**Preliminary, subject to change. The Building Corporation reserves the right to adjust the maturity schedule following the sale in order to accomplish the Building Corporation's financial objectives by reallocating debt service based upon the rates bid by the successful bidder.

INFORMATION FOR BIDDING

Date and Time of Sale: Upon 24 hours' notice. Anticipated to take place on April 30, 2014, at 11:00 a.m. (EDT)
Place of Sale: Umbaugh, 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana 46240
Maximum Interest Rate: 5.0% **Maximum Discount:** 0.50% ($67,575)
Multiples: 1/8 or 1/100 of 1%, non-descending **Anticipated Closing Date:** May 14, 2014
Good Faith Deposit: $135,150 certified or cashier's check or wire transfer submitted by the winning bidder no later than 3:30 p.m. (EDT) on the business day following the award
Method of Bidding: Electronic bidding by PARITY® or traditional bidding.
Basis of Award: True Interest Cost (TIC)

For a complete description of terms and conditions for bidding, please refer to the next section of this Official Statement (Appendix i) for the Notice of Intent to Sell Bonds.

The Bonds are being offered for delivery when, as and if issued and received by the Underwriter (hereinafter defined) and subject to the approval of legality by Ice Miller LLP, Indianapolis, Indiana, Bond Counsel. Certain legal matters will be passed on by John W. Whiteleather, Jr., Bloom Gates Sigler & Whiteleather, LLP as Attorney for the School Corporation and Building Corporation. The Bonds are expected to be available for delivery to DTC in New York, New York, on or about May 14, 2014.

IN CONNECTION WITH THIS OFFERING THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 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 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. 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 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 since the date of delivery of the securities described herein to the initial purchaser thereof. However, upon delivery of the securities, 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.

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PROJECT PERSONNEL

Names and positions of officials and professionals who have taken part in the planning of the project and bond issue are:

Building Corporation Directors

Joseph Kessie, President
David Boggs, Vice President
Sam St. Clair, Secretary/Treasurer

Board of School Trustees

Deborah Collier, President
Roger Boggs, Vice President
Joseph Begley, Secretary
Georgia Tenney
Jorell Tucker

Superintendent

Steven R. Clason

Director of Financial Operations

Tom McFarland

Building Corporation and School Corporation Attorney

John W. Whiteleather, Jr.
Bloom Gates Sigler &
Whiteleather, LLP
119 South Main Street
Columbia City, Indiana 46725

Bond Counsel

Jane N. Herndon
Erik B. Long
Ice Miller LLP
One American Square, Suite 2900
Indianapolis, Indiana 46282

Architect

Dana Wannemacher
Barton-Coe-Vilamaa Architects-
Engineers, Inc.
225 Airport North Office Park
Fort Wayne, Indiana 46825

Financial Advisor

Curt W. Pletcher
H. J. Umbaugh & Associates
Certified Public Accountants, LLP
112 IronWorks Avenue, Suite C
Mishawaka, Indiana 46544

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.

PRELIMINARY OFFICIAL STATEMENT

$13,515,000

WHITKO HIGH SCHOOL BUILDING CORPORATION
Pierceton, Indiana
AD VALOREM PROPERTY TAX FIRST MORTGAGE BONDS, SERIES 2014

INTRODUCTION TO THE OFFICIAL STATEMENT

The Whitko High School Building Corporation (the "Building Corporation") is issuing $13,515,000 of Ad Valorem Property Tax First Mortgage Bonds, Series 2014 (the "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 Whitko Community School Corporation (the "School Corporation").

SECURITY AND SOURCES OF PAYMENT

Pursuant to a lease executed on November 18, 2013 between the Building Corporation and the School Corporation (the "Lease"), the Bonds are payable from semiannual lease rental payments (the "Lease Rentals") to be paid by the School Corporation directly to Regions Bank, 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. Pursuant to the Lease, the School Corporation will pay interim Lease Rental of $345,000 on June 30, 2015 and $345,000 on December 31, 2015 (collectively, "Interim Lease Rental"). Full Lease Rentals will begin on the day the Project (herein defined) is completed and ready for occupancy or June 30, 2016, whichever is later. Interest will be capitalized through and including January 15, 2016. The Bonds will rank on parity with the Ad Valorem Property Tax First Mortgage Bonds, Series 2013, dated December 12, 2013 (the "2013 Bonds"), now outstanding in the amount of $8,485,000.

The Bonds are additionally secured by a first mortgage lien on the Leased Property (hereinafter defined). See page 7 for a description of Lease Rental Payments by the State of Indiana.

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 revenues 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 Bonds are being issued for the purpose of paying a portion of the costs of construction of a new Pierceton Elementary School, and the renovation, additions and improvements to South Whitley Elementary School, including site improvements at both schools (collectively, the "Project"), and to pay capitalized interest and issuance expenses. The Building Corporation issued $8,485,000 of Ad Valorem Property Tax First Mortgage Bonds, Series 2013 (the "2013 Bonds") to fund the remaining portion of the Project. Funding for the construction of a new Pierceton Elementary School and the construction of a new School Corporation administration office will be provided by proceeds from the Building Corporation's purchase of Leased Property (hereinafter defined).

REDEMPTION PROVISIONS

The Bonds are subject to optional redemption beginning January 15, 2024 as more fully described herein. The Bonds may be issued as Term Bonds at the discretion of the Underwriter and in that case, would be subject to mandatory sinking fund redemption as more fully described herein.

DENOMINATIONS

The Bonds are being issued in the denomination of $5,000 or integral multiples thereof.

REGISTRATION AND EXCHANGE FEATURES

The Trustee shall keep at its designated corporate trust office, a record for the registration of the Bonds. Each registered 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 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 duly authorized attorney.

BOOK-ENTRY-ONLY SYSTEM

The 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 Bonds. The Bonds will be issued as fully-registered in the name of Cede & Co. (DTC's partnership nominee). One fully registered Bond certificate will be issued for the 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 Bond for all purposes including, without limitation, the receiving of payment of the principal of, premium, if any, and interest on such Bonds, the receiving of notice and the giving of consent. Interest payable January 15, 2015, 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 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 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 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 Bonds, principal and interest on the Bonds will be paid directly to DTC by the Paying Agent. (The final disbursement of such payments to the Beneficial Owners of the 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 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, Bond Counsel, interest on the Bonds is excludable from gross income for federal income tax purposes, is not an item of tax preference for purposes of federal alternative minimum tax imposed on

individuals and corporations, but is taken into account in determining adjusted current earnings for the purposes of computing federal alternative minimum tax imposed on certain corporations. Such exclusion is conditioned on continuing compliance with the Tax Covenants, hereinafter defined. In the opinion of Ice Miller LLP, interest on the Bonds is exempt from income taxation in the State of Indiana. See Appendix E.

The Bonds are not bank qualified.

MISCELLANEOUS

The information contained in this Official Statement has been compiled from 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 Bonds, the security for the payment of the Bonds and the rights and obligations of the owners thereof. A complete text of the Trust Indenture will be provided upon request. Additional information may be requested from the Superintendent, Whitko Community School Corporation, 432 South First Street, Pierceton, Indiana 46562, phone (574) 594-2658.

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 Bonds.

THE PROJECT

PROJECT DESCRIPTION

The Building Corporation is issuing the Bonds for the purpose of paying a portion of the costs of construction of a new Pierceton Elementary School, and the renovation, additions and improvements to South Whitley Elementary School, including site improvements at both schools (collectively, the "Project"), and to pay capitalized interest and issuance expenses. The Building Corporation issued $8,485,000 of Ad Valorem Property Tax First Mortgage Bonds, Series 2013 (the "2013 Bonds") to fund the remaining portion of the Project. Funding for the construction of a new Pierceton Elementary School and the construction of a new School Corporation administration office will be provided by proceeds from the Building Corporation's purchase of Leased Property (hereinafter defined).

CONSTRUCTION PROGRAM

Construction bids for the Project are to be received in April, 2014. Construction of the Project will begin in April, 2014 and is anticipated to be completed by August, 2015.

ESTIMATED SOURCES AND USES OF FUNDS

	Building Corporation	School Corporation	Total
Estimated Sources of Funds:			
Ad Valorem Property Tax First Mortgage Bonds, Series 2013	$8,485,000	$0	$8,485,000
Ad Valorem Property Tax First Mortgage Bonds, Series 2014	13,515,000		13,515,000
Total Estimated Sources of Funds	$22,000,000	$0	$22,000,000
Estimated Uses of Funds:			
Pierceton Elementary School and Administration Office		$12,500,000	$12,500,000
South Whitley Elementary School	$8,339,075		8,339,075
Purchase of Leased Property (1)	12,500,000	(12,500,000)	0
Capitalized Interest Expense (2)	1,509,599		1,509,599
Interim Lease Rental Payments (3)	(690,000)		(690,000)
Net Underwriter's Discount for 2013 Bonds	23,751		23,751
Allowance for Underwriter's Discount (0.50%) for 2014 Bonds	67,575		67,575
Costs of Issuance and Contingencies (4)	250,000		250,000
Total Estimated Uses of Funds	$22,000,000	$0	$22,000,000

(1) The full purchase price of the Leased Property is $12,500,000. Funding for $5,000,000 of the purchase price was provided by the Building Corporation's 2013 Bonds. The remaining $7,500,000 will be provided by the Building Corporation's 2014 Bonds.
(2) Interest expense through and including January 15, 2016.
(3) Interim lease rental payments to be made by the School Corporation during the construction period. Payments due June 30, 2015 and December 31, 2015.
(4) Includes estimated fees for bond counsel, local counsel, financial advisor, trustee, printing, rating and other miscellaneous expenses.

SCHEDULE OF AMORTIZATION OF $13,515,000 PRINCIPAL AMOUNT OF
AD VALOREM PROPERTY TAX FIRST MORTGAGE BONDS, SERIES 2014

Payment Date	Principal Outstanding*	Principal*	Interest Rates	Interest	Total	Budget Year Total
	(-------In Thousands------)		(%)			
01/15/2015	$13,515					
07/15/2015	13,515					
01/15/2016	13,515					
07/15/2016	13,515					
01/15/2017	13,515					
07/15/2017	13,515	$55				
01/15/2018	13,460	55				
07/15/2018	13,405	55				
01/15/2019	13,350	55				
07/15/2019	13,295	55				
01/15/2020	13,240	55				
07/15/2020	13,185	370				
01/15/2021	12,815	375				
07/15/2021	12,440	380				
01/15/2022	12,060	385				
07/15/2022	11,675	390				
01/15/2023	11,285	395				
07/15/2023	10,890	400				
01/15/2024	10,490	410				
07/15/2024	10,080	415				
01/15/2025	9,665	425				
07/15/2025	9,240	430				
01/15/2026	8,810	440				
07/15/2026	8,370	450				
01/15/2027	7,920	455				
07/15/2027	7,465	465				
01/15/2028	7,000	475				
07/15/2028	6,525	485				
01/15/2029	6,040	490				
07/15/2029	5,550	500				
01/15/2030	5,050	515				
07/15/2030	4,535	525				
01/15/2031	4,010	535				
07/15/2031	3,475	550				
01/15/2032	2,925	560				
07/15/2032	2,365	570				
01/15/2033	1,795	585				
07/15/2033	1,210	600				
01/15/2034	610	610				
Totals		$13,515				

*Preliminary, subject to change. The Building Corporation reserves the right to adjust the maturity schedule following the sale in order to accomplish the Building Corporation's financial objectives by reallocating debt service based upon the rates bid by the successful bidder.

SECURITIES BEING OFFERED

AUTHORIZATION AND APPROVAL PROCESS

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

Pursuant to Indiana State Statute, projects that are considered controlled projects are subject to certain public approval procedures. A controlled project is one that is financed by a bond or lease, is payable by property taxes and costs more than the lesser of (a) $2 million or (b) the greater of 1% of gross assessed value, if that amount is at least $1 million. The exceptions for a controlled project are (a) when property taxes are used only as a back-up to enhance credit, (b) when a project is being refinanced to generate taxpayer savings, (c) when the project is mandated by federal law, and (d) when the project is in response to a natural disaster, emergency or accident that is approved by the county council.

Controlled projects are subject to either a petition and remonstrance process or a referenda process if either process is initiated by taxpayers and voters. A political subdivision planning to finance and construct a controlled project must hold a public hearing to inform taxpayers and voters of certain information about the project and the potential impact on property taxes. After taxpayers and voters are notified, they have the option to initiate the petition and remonstrance process or the referenda process. This is accomplished when the lesser of (a) 100 people who are registered voters or real property owners or (b) 5% of the registered voters in the political subdivision, sign a petition to initiate the process and the signatures are certified by the county voter registration office.

Under the petition and remonstrance process, taxpayers and voters may sign a petition in favor of the project (petitioners) or against the project (remonstrators). At the end of the signature gathering period, the county voter registration office determines if the petitioners or remonstrators have the most signatures. If the petitioners have more, the project may proceed, but if the remonstrators have more, the project is put on hold for one year.

Controlled projects are subject to the referenda process rather than the petition and remonstrance process when the project will cost the political subdivision the lesser of (a) $12 million (except for a school building in which case the amount is $10,000,000) or (b) 1% of the total gross assessed value of the political subdivision, if the amount is at least $1 million. Once the referenda process is initiated and the signatures on the petition are certified by the county auditor, the public question regarding the controlled project will go on the ballot at the next general, municipal or primary election. If no election will be held within six months of the date of the auditor certification, a special election, if requested by the political subdivision, will be held within 120 days. The results of the election will be certified by the circuit court clerk and if the majority of voters approve of the project, the project may proceed, but if the project is defeated, the project is put on hold for one year from the date of the election. Projects approved by the referenda process are outside the Circuit Breaker Tax Credit calculations.

If a project is considered a non-controlled project, a public hearing is not required and the project and bond issuance may proceed without additional approval procedures. Additionally, if the petition and remonstrance process or referenda process is not initiated, the project and bond issuance may proceed without additional approval procedures.

The Bonds are subject to the controlled project procedures; however, neither the petition and remonstrance process nor the referenda process was initiated by real property owners or registered voters. Therefore, the issuance of the Bonds was able to continue without additional approval procedures. Because the Bonds were not approved through the referenda process, the ad valorem property tax to be levied on all taxable property within the School Corporation to repay the Bonds will be included in the Circuit Breaker Tax Credit calculation.

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 building comprising the South Whitley Elementary School to be renovated and equipped, including the construction of additions and site improvements thereon and the real estate on which the improvements are to be constructed with proceeds of the Bonds (the "Leased Property").

SECURITY AND SOURCES OF PAYMENT

The 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 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 Lease. The Bonds are additionally secured by a lien on the Leased Property as described in the Trust Indenture.

Interim Lease Rental payments will be due June 30, 2015 and December 31, 2015. Capitalized interest will be available to pay interest due through and including January 15, 2016. The first full Lease Rental for the Bonds is to begin on the day the Project is completed and ready for occupancy or June 30, 2016, whichever is later. See the Summary of the Lease (Appendix C). If there is excessive delay in construction and the Project is not available for occupancy and use by June 30, 2016, sufficient funds may not be available to meet the interest payment due on the Bonds on July 15, 2016, and subsequent interest and principal payments.

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 Lease 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 Bonds.

The Lease Rentals to be paid by the School Corporation during the term of the Lease are required to be in amounts sufficient to pay the principal of and interest on the Bonds. The Lease Rental is secured by a pledge of ad valorem property taxes levied on all taxable property in the School Corporation. The Bonds will rank on parity with the 2013 Bonds now outstanding in the amount of $8,485,000.

The Building Corporation will acquire ownership of the real estate as described within the Lease. The ownership shall be for a term no less than the term of the Lease (21 years). (See the Summary of the Lease.)

LEASE RENTAL PAYMENTS BY THE STATE OF INDIANA

Indiana Code Title 20, Article 48, Chapter 1, Section 11 (the "Act") provides that the Department of Local Government Finance shall review levies and appropriations of school corporations for lease rental purposes. In the event a school corporation fails to levy and appropriate sufficient funds for such purpose, the Department of Local Government Finance shall establish levies and appropriations which are sufficient to pay such obligations.

The Act further provides that upon failure of any school corporation to make lease rental payments when due and upon notice and claim, the Treasurer of the State of Indiana shall make such payments from the funds of the State (the "State Intercept Program"). Such payments are limited to the amounts appropriated by the General Assembly for distribution to the school corporation from State funds in the calendar year. Such lease rental payments made by the State Treasurer would then be deducted from State distributions being made to the school corporation. The estimated State distributions for fiscal year 2014 and resulting debt service coverage levels are as follows:

Fiscal Year 2014 Basic Grant Distribution (all funds) (1)	$10,944,647
Estimated Combined Maximum Annual Debt Service (2)	$3,456,880
State Distributions Required to Provide Two-Times Coverage	$6,913,760
State Distributions Above Two-Times Coverage Amount	$4,030,887

(1) Per the Indiana Department of Education, net of adjustments.
(2) Based on combined outstanding debt for the year 2016 including debt service on the Bonds.

While the above description is based upon the Act, 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 June 30 and December 31 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 Bonds which is due on or before the July 15 and January 15 following such June 30 and December 31, 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 Lease.

ADDITIONAL BONDS

Additional bonds may be issued on parity with the 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 Bonds unless such additional indebtedness is payable solely from income of the Building Corporation other than the rental payments provided for in the Lease.

INVESTMENT OF FUNDS

Pursuant to the Trust Indenture, all funds of the Building Corporation shall be invested by the Trustee at the direction of the Building Corporation in "Qualified Investments."

"Qualified Investments" shall mean:

(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) commercial paper (having original maturities of not more than 270 days) rated "A-1+" by Standard and Poor's and "Prime-1" by Moody's at the time of purchase,
(x) unsecured deposits (including certificates of deposit, demand deposits and savings accounts) of any U.S. depository institution or trust company incorporated under the laws of the United States or any state thereof, provided that the short-term debt obligations of such depository institution or trust company at the date of purchase thereof have been rated at least "A-1" by Standard & Poor's and "P-1" by Moody's,
(xi) deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), including CDARS and negotiable certificates of deposit,
(xii) State and Municipal Obligations, which means:
    a) Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated in the two highest rating categories by Standard & Poor's or

Moody's at the time of purchase, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.

b) Direct general short-term obligations of any state agency or subdivision or agency thereof described in (a) above and rated "A-1+" by Standard & Poor's or "MIG-1" by Moody's at the time of purchase.

c) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (a) above and rated in the two highest rating categories by Standard & Poor's or Moody's at the time of purchase.

(xiii) bonds or notes issued by any state or political subdivision or by an obligor incorporated or organized under the laws of the United States or any state, provided that such bonds or notes are rated in the two highest rating categories by Standard & Poor's or Moody's at the time of purchase and are secured by an irrevocable direct pay letter of credit from a financial institution with a long-term debt rating in the two highest rating categories by Standard & Poor's or Moody's at the time of purchase,

(xiv) 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 "AAAm" or "AAAm-G" by Standard & Poor's.

THE BONDS

INTEREST CALCULATION

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

REDEMPTION PROVISIONS

Optional Redemption:

The Bonds maturing on or after July 15, 2024 are redeemable prior to maturity at the option of the Building Corporation in whole or in part in any order of maturity as determined by the Building Corporation and by lot within maturities, on any date not earlier than January 15, 2024, at face value plus accrued interest to the date fixed for redemption and without any redemption premium.

Mandatory Sinking Fund Redemption:

If any Bonds are issued as Term Bonds, the Trustee shall credit against the mandatory sinking fund requirement for the Term Bonds, and corresponding mandatory redemption obligation, in the order determined by the Building Corporation, any Term Bonds which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Trustee for cancellation or purchased for cancellation by the Trustee and not theretofore applied as a credit against any redemption obligation. Each Term Bond so delivered or canceled shall be credited by the Trustee at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory redemption date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of that Term Bond to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Trustee shall only credit such Term Bond to the extent received on or before 45 days preceding the applicable mandatory redemption date.

If fewer than all the Bonds are called for redemption at one time, the Bonds shall be redeemed in order of maturity determined by the Building Corporation and by lot within maturity. Each $5,000 principal amount shall be considered a separate bond for purposes of optional and mandatory redemption. If some Bonds are to be redeemed by optional and mandatory sinking redemption on the same date, the Trustee shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.

Notice of Redemption:

Notice of redemption shall be mailed to the registered owners of all Bonds to be redeemed at least 30 days but not more than 60 days prior to the date fixed for such redemption. If any of the Bonds are so called for redemption, and payment therefore is made to the Trustee in accordance with the terms of the Trust Indenture, then such Bonds shall cease to bear interest from and after the date fixed for redemption in the call.

BOOK-ENTRY-ONLY SYSTEM

The 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 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 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 Bonds. The 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 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 Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 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 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 Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all 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 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 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 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 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the 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 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 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 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 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 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 Underwriter takes 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 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 Bond is registered as the absolute owner of such 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 Bonds or (2) the Building Corporation elects to discontinue its use of DTC as a clearing agency for the 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 Bonds, as are necessary or appropriate to discontinue use of DTC as a clearing agency for the Bonds and to transfer the ownership of each of the Bonds to such person or persons, including any other clearing agency, as the holder of such 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 Bonds will be paid by the Building Corporation.

PROCEDURES FOR PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION

The lease rental payments are payable from ad valorem property taxes required by law to be levied by or on behalf of the School Corporation. The Indiana General Assembly enacted legislation (Indiana Code Title 6, Article 1.1, Chapter 20.6), which 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 March 1. On or before August 1 of each year, the County Auditor must submit to each underlying taxing unit a statement containing (i) information concerning the assessed valuation in the taxing unit for the next calendar year; (ii) the estimated assessed value of the taxing unit as of March 1st of that year, and (iii) an estimate of the taxes to be distributed to the taxing unit during the last six months of the current calendar year; (iv) the current assessed valuation as shown on the abstract of charges; (v) the average growth in assessed valuation in the taxing unit over the preceding three budget years, adjusted according to procedures established by the Department of Local Government Finance ("DLGF") to account for reassessment under certain provisions of the Indiana Code; and (vi) any other information at the disposal of the County Auditor that might affect the assessed value used in the budget adoption process. The estimated value is based on property tax lists delivered to the Auditor by the County Assessor on or before July 1.

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

On or before March 15, the County Auditor prepares and delivers the tax duplicate, which is a roll of property taxes payable in that year, to the County Treasurer. Upon receipt of the tax duplicate, the County Treasurer publishes 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. Effective January 1, 2008, 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.

Pursuant to State law, personal property is assessed at its actual historical cost less depreciation. Pursuant to State law, real property is valued for assessment purposes at its "true tax value" as defined in the Real Property Assessment Rule, 50 IAC 2.3, the 2011 Real Property Assessment Manual ("Manual"), as incorporated into 50 IAC 2.3 and the 2011 Real Property Assessment Guidelines, Version A ("Guidelines"), as adopted by the DLGF. The Manual defines "true tax value" for all real property, other than agricultural land, as "the market value-in-use of property for its current use, as reflected by the utility received by the owner or a similar user, from the property." In the case of agricultural land, true tax value shall be the value determined in accordance with the Guidelines and IC 6-1.1-4-13. 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 general reassessments scheduled by the State legislature, as well as when changes occur in the property value due to new construction or demolition of improvements. Before July 1, 2013, and before July 1 of every fourth year thereafter, the county assessor will prepare and submit to the DLGF a reassessment plan for each county. The DLGF must complete its review and approval of the reassessment plan before March 1 of the year following the year in which the reassessment plan is submitted by the county. The reassessment plan must divide all parcels of real property in the county into four (4) different groups of parcels. Each group of parcels must contain approximately twenty-five percent (25%) of the parcels within each class of real property in the county. All real property in each group of parcels shall be reassessed under the county's reassessment plan once during each four (4) year cycle. The reassessment of a group of parcels in a particular class of real property shall begin on July 1 of a year, and must be completed on or before March 1 of the year after the year in which the reassessment of the group of parcels begins. For real property included in a group of parcels that is reassessed, the reassessment is the basis for taxes payable in the year following the year in which the reassessment is to be completed. The county may submit a reassessment plan that provides for reassessing more than twenty-five percent (25%) of all parcels of real property in the county in a particular year. A plan may provide that all parcels are to be reassessed in one (1) year. However, a plan must cover a four (4) year period. All real property in each group of parcels shall be reassessed under the county's reassessment plan once during each reassessment cycle. The reassessment of the first group of parcels under a county's reassessment plan shall begin on July 1, 2014, and shall be completed on or before March 1, 2015. Effective with the tax year payable 2007, all real property assessments are revalued annually to reflect market value based on comparable sales data ("Trending"). When a change in assessed value occurs, a written notification is sent to the affected property owner. If the owner wishes to appeal this action, the owner may file a petition requesting a review of the action. This petition must be filed with the county assessor in which the property is located within 45 days after the written notification is given to the taxpayer or May 10 of that year, whichever is later. While the appeal is pending, the taxpayer may pay taxes based on the current year's tax rate and the previous or current year's assessed value.

Effective with the tax year payable 2009, the standard deduction for homesteads was increased from the lesser of $45,000 or 50% of assessed value to the lesser of $45,000 or 60% of assessed value. Additionally, a supplemental homestead deduction equal to 35% of the next $600,000 of assessed value remaining after the standard deduction and 25% of the remaining assessed value over $600,000 was implemented beginning in 2009.

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 2.0% of the gross assessed value, property taxes attributable to other non-residential real property and personal property are limited to 3.0% of the gross assessed value. The Statute 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, 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 so schools are encouraged by the DLGF to fund any shortfall directly from the school corporation's general fund and avoid the application of the State Intercept Program.** Upon: (i) the failure of a political subdivision to pay any of its Debt Service Obligations; and (ii) notification of that event to the treasurer of the State by a claimant; the treasurer of State is required to pay the unpaid Debt Service Obligations from money in the possession of the State that would otherwise be available to the political subdivision under any other law. A deduction must be made: (i) first, from distributions of county adjusted gross, option, or economic development income taxes that would otherwise be distributed to the county; and (ii) second, from any other undistributed funds of the political subdivision in possession of the State.

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

If the allocation of property tax reductions to funds receiving only unprotected taxes is insufficient to offset the amount of the Circuit Breaker Tax Credit, the revenue for a fund receiving protected taxes will also be reduced. If a fund receiving protected taxes is reduced, the Statute provides that a 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.

Estimated Circuit Breaker Tax Credit for the School Corporation:

According to the Whitley and Kosciusko County abstracts, the Circuit Breaker Tax Credit allocable to the School Corporation for budget years 2011, 2012 and 2013 were $83,576, $39,226 and $58,116, respectively. These amounts do not include the estimated debt service on the Bonds and lease rentals on the Lease securing the 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 in SEC Rule 15c2-12, as amended (the "SEC Rule"), the School Corporation will enter into a Continuing Disclosure Undertaking (the "Undertaking"), to be dated the date of the sale of the Bonds. Pursuant to the terms of the Undertaking, the School Corporation will agree to provide the following information while any of the Bonds are Outstanding:

● Audited Financial Statements. 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 such auditors 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, 2015, and shall be made by June 30 of every other year 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

● Financial Information in this Official Statement. To the MSRB, by June 30 of each year, beginning June 30, 2015, 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 included under the following headings in Appendix A in the Final Official Statement (collectively, the "Annual Information"), which updated information may be provided in such format as the Obligor deems appropriate:

APPENDIX A

WHITKO 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

● Reportable Events. Within ten business days, to the MSRB, notice of the following events, if material, with respect to the Bonds (which determination of materiality shall be made by the School Corporation):

1. non-payment related defaults;
2. modifications to rights of Bondholders;
3. bond calls;
4. release, substitution or sale of property securing repayment of the Bonds;
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.

Within ten business days, to the MSRB, notice of the following events, regardless of materiality:

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 other material events affecting the tax-exempt status of the Bonds; 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 securities;

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

● Failure to Disclose. In a timely manner, to the MSRB, notice of the School Corporation failing to provide the annual financial information as described above.

The School Corporation may, from time to time, amend or modify the Undertaking without the consent of or notice to the owners of the 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 Bonds, as determined either by (A) nationally recognized bond counsel or (B) an approving vote of the holders of the 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 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 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 Bonds, the Trust Indenture, the Lease or any other agreement.

In the previous five years, the School Corporation has failed to consistently comply with previous undertakings. Specifically, audits for the periods ending June 30, 2008 and June 30, 2010 were not filed on a timely basis; they were submitted on November 20, 2012. The audit for the period ending June 30, 2012 was not filed on a timely basis; it was submitted on June 14, 2013. The unaudited annual financial reports for the calendar years ending December 31, 2008 through December 31, 2011 were not filed on a timely basis; they were submitted on November 20, 2012. The operating data for the calendar years ending December 31, 2008 through December 31, 2011 was not filed on a timely basis; it was submitted on November 27, 2012. Rating changes for an insurer and for the state intercept program were not filed on a timely basis. The filings have been made and the School Corporation is now in compliance.

BOND RATING

Standard & Poor's Corporation ("Standard & Poor's") has assigned a programmatic bond rating of "____" to the Bonds based upon the Indiana State Intercept Program (see page 7 for a description of Lease Rental Payments by the State of Indiana). Standard & Poor's has assigned an underlying rating of "____" to the Bonds. Such ratings reflect only the view of Standard & Poor's and any explanation of the significance of such rating may only be obtained from Standard & Poor's.

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

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

UNDERWRITING

The Bonds are being purchased by _____ (the "Underwriter") at a purchase price of $_____, which is the par amount of the Bonds of $_____ less the underwriter's discount of $_____ plus the original issue premium of $_____. The Notice of Intent to Sell Bonds provides that all of the Bonds will be purchased by the Underwriter if any of such Bonds are purchased.

The Underwriter intends to offer the Bonds to the public at the offering prices set forth on the inside cover page of this Official Statement. The Underwriter may allow concessions to certain dealers (including dealers in a selling group of the Underwriter and other dealers depositing the 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 Underwriter.

FINANCIAL ADVISOR

H.J. Umbaugh & Associates, Certified Public Accountants, LLP (the "Financial Advisor") ("Umbaugh") 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 Financial Advisor has not and will not independently verify the completeness and accuracy of the information contained in the Official Statements.

The Financial Advisor's duties, responsibilities and fees arise solely as Financial Advisor to the School Corporation and they have no secondary obligations or other responsibility. The Financial Advisor's fees are expected to be paid from proceeds of the Bonds.

Municipal Advisor Registration:

Umbaugh is a Municipal Advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. As such, Umbaugh 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.

The offer and sale of the 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 Umbaugh does not undertake to sell or attempt to sell the Bonds, and will take no part in the sale thereof.

Other Financial Industry Activities and Affiliations:

Umbaugh Cash Advisory Services, LLC ("UCAS") is a wholly-owned subsidiary of Umbaugh. 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 Umbaugh.

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 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 Bonds. Prospective purchasers of the 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 Bonds. Bond Counsel's opinion is based upon the law in existence on the date of issuance of the Bonds. It is possible that legislation enacted after the date of issuance of the Bonds or proposed for consideration will have an adverse effect on the excludability of all or a part of the interest on the Bonds from gross income, the manner in which such interest is subject to federal income taxation or the market price of the 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 Bonds or proposed for consideration will have an adverse effect on payment or timing of payment or other matters impacting the 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 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 federal statutes, decisions, regulations and rulings, interest on the Bonds is excludable for federal income tax purposes from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Interest on the Bonds is not treated as an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, but is taken into account in determining adjusted current earnings for the purpose of computing the federal alternative minimum tax imposed on certain corporations. 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 Bonds to lose the exclusion from gross income for federal income tax purposes retroactive to the date of issue. In the opinion of Ice Miller LLP, Indianapolis, Indiana, Bond Counsel, under existing laws, regulations, judicial decisions and rulings, 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 for State income tax purposes. See Appendix E for the form of opinion of Bond Counsel.

The Code imposes certain requirements which must be met subsequent to the issuance of the Bonds as a condition to the exclusion from gross income of interest on the 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 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 (collectively, the "Tax Covenants"). The Trust Indenture and certain certificates and agreements to be delivered on the date of delivery of the 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 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 Bonds.

IC 6-5.5 imposes a franchise tax on certain taxpayers (as defined in IC 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 Bonds.

Although Bond Counsel will render an opinion in the form attached as Appendix E hereto, the accrual or receipt of interest on the 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 Bonds. Bond Counsel expresses no opinion regarding any other such tax consequences. Prospective purchasers of the Bonds should consult their own tax advisors with regard to the other tax consequences of owning the Bonds.

The Bonds are not bank qualified.

ORIGINAL ISSUE DISCOUNT

The initial public offering price of the Bonds maturing on _____ through and including _____ (collectively the "Discount Bonds") is less than the principal amount payable at maturity. As a result the Discount Bonds will be considered to be issued with original issue discount. The difference between the initial public offering price of the Discount Bonds, as set forth on the inside cover page of this Official Statement (assuming it is the first price at which a substantial amount of that maturity is sold) (the "Issue Price" for such maturity), and the amount payable at maturity of the Discount Bonds will be treated as "original issue discount." A taxpayer who purchases a Discount Bond in the initial public offering at the Issue Price for such maturity and who holds such Discount Bond to maturity may treat the full amount of original issue discount as interest which is excludable from the gross income of the owner of that Discount Bond for federal income tax purposes and will not, under present federal income tax law, realize taxable capital gain upon payment of the Discount Bond at maturity.

The original issue discount on each of the Discount Bonds is treated as accruing daily over the term of such Bond on the basis of the yield to maturity determined on the basis of compounding at the end of each six-month period (or shorter period from the date of the original issue) ending on January 15 and July 15 (with straight line interpolation between compounding dates).

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

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

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

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

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

AMORTIZABLE BOND PREMIUM

The initial offering price of the Bonds maturing on _____ through and including _____ (collectively, the "Premium Bonds"), is greater than the principal amount payable at maturity or call date. As a result, the Premium Bonds will be considered to be issued with amortizable bond premium (the "Bond Premium"). An owner who acquires a Premium Bond in the initial public offering of the Bonds 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 the disposition of the Premium Bonds (including sale, redemption or payment at maturity or call). The amount of amortizable Bond Premium will be computed on the basis of the taxpayer's yield to maturity, with compounding at the end of each accrual period. Rules 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 the Premium Bonds. Owners of the Premium Bonds should consult their tax advisors with respect to the precise determination for federal income tax purposes of the treatment of Bond Premium upon the sale or other disposition of 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 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 Bonds that there is no litigation pending or in any way threatened questioning the validity of the Bonds, or any of the proceedings had relating to the authorization, issuance and sale of the Bonds, the Trust Indenture or the Project.

CERTAIN LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the 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 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 E of this Official Statement.

LEGAL OPINIONS AND ENFORCEABILITY OF REMEDIES

The various legal opinions to be delivered concurrently with the delivery of the 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 Lease, 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 Lease 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 Bonds.

The various legal opinions to be delivered concurrently with the delivery of the 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 School Corporation, 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 Lease in a situation where such enforcement may adversely affect public health and welfare may be subject to these police powers.

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.

WHITKO HIGH SCHOOL BUILDING CORPORATION

By:_____
President

Attest:_____
Secretary

WHITKO COMMUNITY SCHOOL CORPORATION

By:_____
Superintendent

APPENDIX i

NOTICE OF INTENT TO SELL BONDS

$13,515,000

AD VALOREM PROPERTY TAX FIRST MORTGAGE BONDS, SERIES 2014
WHITKO HIGH SCHOOL BUILDING CORPORATION

Upon not less than twenty-four (24) hours' notice given by the undersigned Secretary prior to the ninetieth day after this notice is first published, Whitko High School Building Corporation (the "Corporation") will receive and consider bids for the purchase of the following described Bonds. Any person interested in submitting a bid for the Bonds must furnish in writing to the Whitko High School Building Corporation c/o H.J. Umbaugh & Associates, Certified Public Accountants, LLP, 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana 46240, (317) 465-1500, (317) 464-1550 (facsimile) or by e-mail to clark@umbaugh.com on or before 9:00 a.m. (Indianapolis Time) April 28, 2014, the person's name, address, and telephone number. Interested persons may also furnish an e-mail address. The undersigned Secretary will notify (or cause to be notified) each person so registered of the date and time bids will be received not less than twenty-four (24) hours before the date and time of sale. The notification shall be made by telephone at the number furnished by such person and also by electronic e-mail, if an e-mail address has been received. It is anticipated that the sale will occur at 11:00 a.m. (Eastern Standard Time) on April 30, 2014.

Notice is hereby given that electronic proposals will be received via PARITY®, in the manner described below, until the time and date specified in the Notice provided at least 24 hours prior to the sale, which is expected to be 11:00 a.m. (Indianapolis Time), on April 30, 2014. Bids may be submitted electronically via PARITY® pursuant to this Notice until the time specified in the Notice, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY® conflict with Notice,

the terms of this Notice shall control. For further information about PARITY®, potential bidders may contact the Corporation's advisor, H.J. Umbaugh & Associates, Certified Public Accountants, LLP at (317) 465-1500 or PARITY® at (212) 849-5021.

At the time designated for the sale, the Corporation will receive at the offices of H.J. Umbaugh & Associates, Certified Public Accountants, LLP, 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana, and consider bids for the purchase of the following described Bonds:

> Ad Valorem Property Tax First Mortgage Bonds, Series 2014 (the "Bonds") of the Corporation, an Indiana corporation, in the principal amount of $13,515,000; Fully registered form; Denomination $5,000 and integral multiples thereof (or such denomination as the highest qualified bidder may require); Originally dated the date of delivery of the Bonds; Bearing interest at a rate or rates to be determined by bidding, payable on no earlier than January 15, 2015, and semiannually thereafter; Interest payable by check mailed one business day prior to the interest payment date or by wire transfer to depositories on the interest payment date to the person or depository in whose name each Bond is registered with the trustee on the fifteenth day immediately preceding such interest payment date; Maturing or subject to mandatory redemption on January 15 and July 15 beginning no earlier than July 15, 2017, through and including no later than July 15, 2034 on the dates and in the amounts as provided by the Corporation prior to the sale.

As an alternative to PARITY®, bidders may submit a sealed bid to the Corporation's financial advisor at the address described above until the time and on the date identified in the notice given by, or on behalf of the Corporation, twenty-four hours prior to the sale of the Bonds. Upon completion of the bidding procedures described herein, the results of the sealed, non-electronic bids received shall be compared to the electronic bids received by the Corporation.

The Corporation reserves the right to adjust the maturity schedule following the sale in order to accomplish the Corporation's financial objectives by reallocating debt service based upon the rates bid by the successful bidder.

The Bonds are redeemable prior to maturity at the option of the Corporation, in whole or in part in such order of maturity as the Corporation shall direct and by lot within maturity, on or after January 15, 2024, at face value.

In the case of any redemption, 30 days' notice will be given by mail to the registered owners of the Bonds to be redeemed, and accrued interest will be paid to the date fixed for redemption. Interest on the Bonds so called for redemption will cease on the redemption date fixed in said notice if funds are available at the place of redemption to redeem the Bonds so called on the date fixed in said notice, or thereafter when presented for payment.

A bid may designate that a given maturity or maturities shall constitute a term bond, and the semi-annual amounts set forth in the schedule provided prior to the sale shall constitute the mandatory sinking fund redemption requirements for such term bond or bonds. For purposes of computing net interest cost, the mandatory redemption amounts shall be treated as maturing on the dates set forth in the schedule provided prior to the sale.

Each bid must be for all of the Bonds and must state the rate of interest which each maturity of the Bonds is to bear, stated in multiples of $1/8^{th}$ or $1/100^{th}$ of 1%. The maximum interest rate on the Bonds shall not exceed 5.00% per annum. All Bonds maturing on the same date shall bear the same rate, and the rate of interest bid for each maturity must be equal to or greater than the rate bid on the immediately preceding maturity. Bids shall set out the total amount of interest payable over the term of the Bonds and the net interest cost on the Bonds covered by the bid. No bid for less than 99.5% of the face value of the Bonds will be considered. The Bonds will be awarded to the highest qualified bidder who has submitted a bid in accordance herewith. The highest qualified bidder will be the one who offers the lowest true interest cost to the Corporation, to be determined by computing the total interest on all of the Bonds to their

maturities based upon the schedule provided by the Corporation prior to the sale and deducting therefrom the premium bid, if any, and adding thereto the discount bid, if any. In the event of a bidder's error in interest cost rate calculations, the interest rates and premium, if any, set forth or incorporated by reference in the official bid form will be considered as the intended bid. No conditional bids will be considered. The right is reserved to reject any and all bids. If an acceptable bid is not received for the Bonds on the date of sale hereinbefore fixed, the sale may be continued from day to day thereafter, during which time no bids for less than the highest bid received at the time of the advertised sale will be considered.

H.J. Umbaugh & Associates, Certified Public Accountants, LLP, 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana 46240. A good faith deposit ("Deposit") in the form of cash or certified or cashier's check in the amount of $135,150 payable to the order of the Corporation is required to be submitted by the successful purchaser (the "Purchaser") not later than 3:30 p.m. (Indianapolis Time) on the next business day following the award. If such Deposit is not received by that time, the Corporation may reject the bid. No interest on the Deposit will accrue to the Purchaser. The Deposit will be applied to the purchase price of the Bonds. In the event the Purchaser fails to honor its accepted bid, the Deposit will be retained by the Corporation as liquidated damages.

The successful bidder shall make payment to Regions Bank, Indianapolis, Indiana, as Trustee (the "Trustee") for the Bonds and accept delivery thereof from the Trustee within five days after being notified that the Bonds are ready for delivery, at such place in the City of Indianapolis, Indiana, as the successful bidder may designate. The Bonds will be ready for delivery within 45 days after the date of sale. If the Corporation fails to have the Bonds ready for delivery prior to the close of banking hours on the forty-fifth day after the date of sale, the

bidder may secure the release of his bid upon request in writing, filed with the Corporation. The successful bidder is expected to apply to a securities depository registered with the SEC to make such Bonds depository-eligible. At the time of delivery of the Bonds to the successful bidder, the bidder will be required to certify to the Corporation the initial reoffering price to the public of a substantial amount of each maturity of the Bonds.

Bidders must comply with the Rules of PARITY® in addition to requirements of this official Notice of Intent to Sell Bonds. To the extent there is a conflict between the Rules of PARITY® and this official Notice of Intent to Sell Bonds, this official Notice of Intent to Sell Bonds shall control. Bidders may change and submit bids as many times as they wish during the sale, but they may not withdraw a submitted bit. The last bid submitted by a bidder prior to the deadline for the receipt of bids will be compared to all other final bids to determine the winning bid. During the sale, no bidder will see any other bidder's bid, nor will they see the status of their bid relative to other bids (e.g., whether their bid is a leading bid).

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the successful bidder therefor to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. No CUSIP identification number shall be deemed to be a part of any Bond or a part of the contract evidenced thereby and no liability shall hereafter attach to the Corporation or any of its officers or agents because of or on account of such numbers. All expenses in relation to the printing of CUSIP identification numbers on the Bonds shall be paid for by the Corporation; provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall

be paid for by the Purchaser. The Purchaser will also be responsible for any other fees or expenses it incurs in connection with the resale of the Bonds.

The approving opinion of Ice Miller LLP, bond counsel of Indianapolis, Indiana, together with a transcript of the proceedings relating to the issuance of the Bonds and closing papers in the usual form showing no litigation questioning the validity of the Bonds, will be furnished to the successful bidder at the expense of the Corporation.

The Corporation was organized for the purpose of financing the construction, renovation and equipping of school buildings and leasing such buildings to Whitko Community School Corporation. All action has been taken and the Bonds are issued in compliance with the provisions of I.C. 20-47-3. The Bonds will be secured by a Trust Indenture, as supplemented (the "Indenture") to the Trustee and will be subject to the terms and provisions of the Indenture. The Corporation will certify as to facts to support the conclusion that the Bonds do not constitute private activity bonds as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the "Code").

The property to be covered by the Indenture has been leased for a period of 21 years to Whitko Community School Corporation. The Lease Agreement provides for rent during the renovation of the leased premises in the amount of $345,000, payable on June 30, 2015, and December 31, 2015. Thereafter, the Lease Agreement provides for full lease rental payments in the maximum amount of $2,081,000, plus the payment of all taxes and assessments, which annual rental is payable semiannually on June 30 and December 31 in each year, commencing with the completion of the renovation of and improvements to the leased premises, or June 30, 2016, whichever is later.

After the sale of all Bonds issued by the Corporation to pay for the cost of said building, including the acquisition of the sites thereof and other expenses incidental thereto, the annual rental shall be reduced to an amount equal to the multiple of $1,000 next highest to the highest sum of principal and interest due on such Bonds in each twelve month period ending on January 15 plus $5,000, payable in equal semiannual installments. All bidders shall be deemed to be advised as to the provisions of the above-mentioned Indenture and lease and the provisions of the aforesaid I.C. 20-47-3.

The Bonds constitute an indebtedness only of the Corporation, payable in accordance with the terms of the above-mentioned Indenture. In the opinion of bond counsel, interest on the Bonds is exempt from all income taxation in Indiana. In the opinion of bond counsel, under the existing federal statutes, decisions, regulations and rulings, the interest on the Bonds is excludable from gross income for purposes of federal income taxation.

The Corporation has prepared a Preliminary Official Statement relating to the Bonds which it has deemed to be a nearly final Official Statement. A copy of the Preliminary Official Statement may be obtained from the Corporation's financial advisor, H.J. Umbaugh & Associates, Certified Public Accountants, LLP, 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana 46240-0458. Within seven (7) business days of the sale, the Corporation will provide the successful bidder with up to 20 copies of the final Official Statement at the Corporation's expense. Additional copies, at the purchaser's expense, must be requested within five (5) business days of the sale. Inquiries concerning matters contained in the nearly final Official Statement must be made and pricing and other information necessary to complete the final Official Statement must be submitted by the successful bidder within two (2) business days following the sale to be included in the final Official Statement.

The School Corporation has agreed to enter into a Continuing Disclosure Undertaking Agreement (the "Agreement") in order to permit the successful purchaser to comply with the SEC Rule 15(c)2-12. A copy of such Agreement is available from the School Corporation or financial advisor at the addresses below.

Further information relative to said issue and a copy of the nearly final Official Statement may be obtained upon application to H.J. Umbaugh & Associates, Certified Public Accountants, LLP, 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana 46240, financial advisor to the Whitko Community School Corporation; John Whiteleather, Jr., Bloom Gates Sigler & Whiteleather, LLP, 119 South Main Street, Columbia City, Indiana 46725, attorney for the School Corporation; or Steve Clason, Superintendent, Whitko Community School Corporation, 432 South First Street, Pierceton, Indiana 46562. If bids are submitted by mail, they should be addressed to the Corporation, attention of Steve Clason, Superintendent, Whitko Community School Corporation, 432 South First Street, Pierceton, Indiana 46562.

Dated this 16th day of April, 2014.

/s/

Secretary, Board of Directors
Whitko High School Building Corporation

APPENDIX A

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WHITKO COMMUNITY SCHOOL CORPORATION

PROJECT DESCRIPTION

The Building Corporation is issuing the Bonds for the purpose of paying a portion of the costs of construction of a new Pierceton Elementary School, and the renovation, additions and improvements to South Whitley Elementary School, including site improvements at both schools (the "Project"), and to pay capitalized interest and issuance expenses. The Building Corporation issued $8,485,000 of Ad Valorem Property Tax First Mortgage Bonds, Series 2013 (the "2013 Bonds") to fund the remaining portion of the Project. Funding for the construction of a new Pierceton Elementary School and the construction of a new School Corporation administration office will be provided by proceeds from the Building Corporation's purchase of Leased Property.

SYSTEM OVERVIEW

The Whitko Community School Corporation is located in parts of Kosciusko County and Whitley County in northeastern Indiana. The School Corporation includes the Townships of Jackson, Monroe and Washington in the southeast portion of Kosciusko County and Richland and Cleveland in southwest Whitley County. Located within the township are the Towns of Pierceton and Sidney in Kosciusko County and South Whitley and Larwill in Whitley County. The School Corporation consists of two elementary schools, a middle school and a high school.

FACILITIES

The School Corporation presently operates the following schools.

School	Grades	Year Opened	Additions/ Renovations	2013/2014 Enrollment
Pierceton Elementary School	K-5	1923	1930, 1955, 1971, 1985	348
South Whitley Elementary School	K-5	1953	1961, 1985	343
Whitko Middle School	6-8	1993		352
Whitko High School	9-12	1971	2006	590

SERVICES

The School Corporation provides a complete academic curriculum for grades K-12. Students of the School Corporation are provided many educational opportunities and extracurricular clubs and teams. Whitko High School is accredited by the North Central Association of Secondary Schools and Colleges. Vocational Education is provided in affiliation with the Warsaw Area Career Center and special education is provided in association with the North Central Indiana Special Education Co-op.

ENROLLMENT

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

	School Year									
School	2004/ 2005	2005/ 2006	2006/ 2007	2007/ 2008	2008/ 2009	2009/ 2010	2010/ 2011	2011/ 2012	2012/ 2013	2013/ 2014
Pierceton Elementary School	458	489	494	488	481	478	419	406	380	348
South Whitley Elementary School	446	464	474	431	436	399	363	349	349	343
Whitko Middle School	459	442	445	467	462	465	466	419	403	352
Whitko High School	608	604	584	559	582	571	641	631	599	590
Totals	1,971	1,999	1,997	1,945	1,961	1,913	1,889	1,805	1,731	1,633

Note: According to school administrators, enrollment figures are decreasing due to changes in demographics.

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

Year	Projected Enrollment
2014/2015	1,600
2015/2016	1,570
2016/2017	1,540
2017/2018	1,510

BOARD OF SCHOOL TRUSTEES

Name	Current Term Began	Current Term Ends
Ms. Deborah Collier, President	07/2010	12/2014
Mr. Roger Boggs, Vice President	01/2013	12/2016
Mr. Joseph Begley, Secretary	01/2013	12/2016
Ms. Georgia Tenney	01/2013	12/2016
Mr. Jorell Tucker	07/2010	12/2014

ADMINISTRATION AND STAFF

The School Corporation is under the direction of a five-member elected Board of School Trustees who serve four-year terms. The Superintendent, appointed by the Board, directs a certified staff of 116 and a non-certified staff of 159 with union representation as follows:

Union Name	Union Representation	Number of Members	Contract Expiration Date
Whitko Classroom Teachers Association	Teachers	40	06/30/14

PENSION OBLIGATIONS

Public Employees' Retirement Fund

Plan Description

The School Corporation contributes to the Indiana Public Employees' Retirement Fund (PERF), 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 the 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 member's 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. The report may be obtained by contacting:

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

Funding Policy and Annual Pension Cost

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

Teachers' Retirement Fund

Plan Description

The School Corporation contributes to the Indiana Teachers' Retirement Fund (TRF), 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 member's 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 Capitol Avenue, 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.

GENERAL PHYSICAL AND DEMOGRAPHIC INFORMATION

LOCATION

The School Corporation is located in northeastern Indiana in parts of Kosciusko County and Whitley County. The School Corporation is located approximately 10 miles from Warsaw, Indiana, 30 miles from Fort Wayne, Indiana and 60 miles from South Bend, Indiana.

GENERAL CHARACTERISTICS

The School Corporation is located in the heart of northeastern Indiana's summer resort area. Approximately 30 lakes are located throughout Whitley County and 103 lakes, including the State's largest natural lake, Lake Wawasee, are located in Kosciusko County offering area residents a variety of fishing, swimming and boating activities. Agriculture also plays a vital role in Whitley County. Almost 7.2% of all farms in Northeast Indiana are located in Whitley County, comprising 7.0% of farmland in Northeast Indiana. The School Corporation is also located in a strong and well-diversified economic area with industries manufacturing a variety of products. The proximity of the School Corporation to South Bend, Fort Wayne and Warsaw provides for a variety of cultural, employment and recreational opportunities.

HIGHER EDUCATION

Higher education opportunities in the nearby area are Grace College in Warsaw, Manchester College in North Manchester and Huntington College in Huntington, Indiana. Schools in nearby Fort Wayne include Concordia University, Indiana University-Purdue University Fort Wayne, Ivy Tech State College, Taylor University, International Business College and the University of Saint Francis, among others.

GENERAL ECONOMIC AND FINANCIAL INFORMATION

COMMERCE AND INDUSTRY

The School Corporation is home to a variety of companies which are well established in the area. Ag Plus has been serving the agribusiness community since 1912. The main office is located in the Town of South Whitley and there are seven additional locations throughout Whitley and Allen County.

Paragon Medical, Inc. is the largest employer in the School Corporation with 550 employees. The company reports they have increased by 40 employees since March, 2013.

Fox Products Corp. is a family run business established in South Whitley in 1949, and is a worldwide known manufacturer of musical instruments. Current employment is 110.

Shindigz is a catalogue and internet based party superstore. The Company, in business since 1926, currently employs 115 and during seasonal periods increases to 200.

Whitley Manufacturing Company, Inc. was established in South Whitley in 1945 and began manufacturing mobile and modular office buildings in the 1970's. The company currently employs 89.

LARGE EMPLOYERS

Below is a list of the School Corporation'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.

Name	Year Established	Type of Business	Reported Employment
Paragon Medical, Inc.	1992	Mfg. surgical cases and trays	550
Whitko Community School Corporation	1963	Public education	275 (1)
Shindigz	1926	Party supplies/catalog	115
Fox Products Corp.	1949	Mfg. musical instruments	110
Shiloh Industries, Inc. (Formerly Revstone Contech)	1997	Aluminum die casting	110
Whitley Manufacturing Company	1945	Modular buildings	89
OMCO (formerly Midwest Roll-Forming)	1989	Metal roll-forming	85
Tri-Lakes Container Corporation	1990	Mfg. specialty packaging containers	62
Pendleton Technologies, Inc.	1973	Mfg. sheet metalwork	40 (2)
Keystone Designs, Inc.	1994	Mfg. countertops	30

(1) Represents 116 certified and 159 non-certified employees.
(2) Per the 2013 Harris Indiana Industrial Directory.

In addition to the above, the School Corporation's proximity to the cities of Fort Wayne, South Bend and Warsaw provides for increased employment opportunities.

EMPLOYMENT

Year	Unemployment Rate			Labor Force	
	Kosciusko County	Whitley County	Indiana	Kosciusko County	Whitley County
2004	4.1%	5.6%	5.3%	39,793	17,475
2005	4.3%	5.0%	5.4%	41,276	17,653
2006	4.8%	4.7%	5.0%	41,893	17,957
2007	4.4%	4.5%	4.6%	41,374	17,861
2008	6.5%	6.3%	5.8%	42,254	17,958
2009	12.4%	12.7%	10.4%	41,493	17,901
2010	10.1%	10.4%	10.1%	41,350	17,419
2011	8.3%	8.8%	9.0%	40,730	17,241
2012	7.4%	7.9%	8.4%	39,966	17,028
2013, Dec.	5.2%	5.4%	6.3%	40,914	17,120
2014, Feb.	5.4%	6.0%	6.9%	40,733	17,300

Note: Annual average for 2013 is not yet available.
Source: Indiana Business Research Center

AGE STATISTICS

	Kosciusko County	Whitley County
Under 25 Years	26,721	10,756
25 to 44 Years	19,222	8,003
45 to 64 Years	20,942	9,884
65 Years and Over	10,473	4,649

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

EDUCATIONAL ATTAINMENT

Years of School Completed	Persons 25 and Over	
	Kosciusko County	Whitley County
Less than 9th grade	5.8%	1.8%
9th to 12th grade, no diploma	8.9%	7.5%
High school graduate	37.8%	42.3%
Some college, no degree	21.3%	22.7%
Associate's degree	6.1%	9.6%
Bachelor's degree	12.8%	10.6%
Graduate or professional degree	7.4%	5.4%

Source: U.S. Census Bureau's 2008-2012 American Community Survey 5-Year Estimates

Adjusted Gross Income	Year	Kosciusko County	Whitley County
	2008	$1,613,433,347	$673,743,021
	2009	1,523,426,935	651,195,146
	2010	1,595,589,726	678,831,844
	2011	1,690,849,475	704,624,303
	2012	1,802,330,686	746,890,609

Source: Indiana Department of Revenue

POPULATION

	Whitko Community School Corporation						
Year	Jackson Township (1)	Monroe Township	Washington Township (2)	Cleveland Township (3)	Richland Township (4)	Total	Percent of Change
1970	1,151	734	2,441	3,081	1,431	8,838	5.93%
1980	1,251	932	2,847	3,071	1,452	9,553	8.09%
1990	1,225	1,088	3,128	3,215	1,492	10,148	6.23%
2000	1,362	1,166	2,819	3,463	1,732	10,542	3.88%
2010	1,238	1,147	2,996	3,398	1,758	10,537	-0.05%

(1) Includes the Town of Sidney.
(2) Includes the Town of Pierceton.
(3) Includes the Town of South Whitley.
(4) Includes the Town of Larwill.

	Kosciusko County		Whitley County	
Year	Population	Percent of Change	Population	Percent of Change
1970	48,127	19.21%	23,395	11.65%
1980	59,555	23.75%	26,215	12.05%
1990	65,294	9.64%	27,651	5.48%
2000	74,057	13.42%	30,707	11.05%
2010	77,358	4.46%	33,292	8.42%

Source: U.S. Census Bureau

MISCELLANEOUS ECONOMIC INFORMATION

	Kosciusko County	Whitley County	Indiana
Per capita income, past 12 months*	$24,328	$23,977	$24,558
Median household income, past 12 months*	$50,822	$50,568	$48,374
Average weekly earnings in manufacturing (3rd qtr. of 2013)	$1,210	$906	$1,030
Area in square miles - 2010	554.39	337.91	36,419.55
Population per square mile - 2010	145.6	99.2	181.0
Retail sales in 2007:			
Total retail sales	$794,883,000	$343,476,000	$78,745,589,000
Sales per capita**	$10,275	$10,317	$12,145
Sales per establishment	$2,531,475	$2,838,645	$3,323,721

*In 2012 inflation-adjusted dollars – 5-year estimates
**Based on 2010 Population.

Source: Bureau of Census Reports and the Indiana Business Research Center

Employment and Earnings - Kosciusko County 2011	Earnings (In 1,000's)	Percent of Earnings	Distribution of Labor Force
Manufacturing	$1,145,852	51.79%	31.81%
Services	410,627	18.56%	31.27%
Wholesale and retail trade	269,450	12.18%	13.67%
Government	157,019	7.10%	7.58%
Construction	59,237	2.68%	3.93%
Farming	58,687	2.65%	2.86%
Finance, insurance and real estate	52,842	2.39%	5.41%
Transportation and warehousing	28,796	1.30%	1.80%
Information	19,724	0.89%	1.02%
Utilities	5,797	0.26%	0.15%
Other*	4,669	0.20%	0.50%
Totals	$2,212,700	100.00%	100.00%

*In order to avoid disclosure of confidential information, specific earnings and employment figures are not available for the "forestry, fishing, related activities and mining" sectors. The data is incorporated here.

Employment and Earnings - Whitley County 2011	Earnings (In 1,000's)	Percent of Earnings	Distribution of Labor Force
Manufacturing	$255,151	44.61%	30.28%
Government	73,892	12.92%	11.78%
Other*	60,499	10.58%	11.63%
Wholesale and retail trade	59,637	10.43%	14.49%
Services	59,161	10.34%	18.07%
Construction	25,118	4.39%	3.93%
Farming	22,731	3.97%	6.10%
Finance, insurance and real estate	11,330	1.98%	2.91%
Information	4,426	0.78%	0.81%
Totals	$571,945	100.00%	100.00%

*In order to avoid disclosure of confidential information, specific earnings and employment figures are not available for the "forestry, fishing and related activities, mining, utilities, transportation and warehousing" and some "service" sectors. The data is incorporated here.

Source: Bureau of Census Reports and the Indiana Business Research Center

SCHEDULE OF INDEBTEDNESS

The following schedule shows the outstanding indebtedness of the Whitko Community School Corporation and the taxing units within and overlapping its jurisdiction as of April 1, 2014, including issuance of the Bonds, as reported by the respective taxing units.

Direct Debt	Original Par Amount	Final Maturity	Outstanding Amount
Tax Supported Debt:			
Whitko High School Building Corporation			
First Mortgage Bonds, Series 2014	$13,515,000	01/15/34	$13,515,000
First Mortgage Bonds, Series 2013	8,485,000	07/15/33	8,485,000
First Mortgage Bonds, Series 2006	15,835,000	01/15/20	12,695,000
General Obligation Bonds of 2013	700,000	12/30/16	700,000
Total Direct Debt			$35,395,000

Note: The School Corporation currently has $118,600 of tax anticipation warrants for the Transportation Bus Replacement Fund outstanding of which $59,300 will be repaid by June 30, 2014 and $59,300 by December 31, 2014. The School Corporation also has tax anticipation warrants in the amount $266,340 for the Transportation Fund and $433,152 for the Capital Projects Fund which will be repaid by December 31, 2014.

Overlapping Debt	Total Debt	Percent Allocable to School Corporation *	Amount Allocable to School Corporation
Tax Supported Debt:			
Whitley County	$16,769,081	14.61%	$2,449,963
Kosciusko County	7,403,932	4.76%	352,427
Total Tax Supported Debt			2,802,390
Revenue Supported Debt:			
Town of South Whitley	$3,607,000	100.00%	$3,607,000
Town of Pierceton	1,065,000	100.00%	1,065,000
Town of Sidney	348,000	100.00%	348,000
Total Revenue Supported Debt			5,020,000
Total Overlapping Debt			$7,822,390

*Based upon the 2013 payable 2014 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. We make 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 Whitko Community School Corporation as of April 1, 2014, including issuance of the Bonds.

	Direct Tax Supported Debt $35,395,000	Allocable Portion of All Other Overlapping Tax Supported Debt $2,802,390	Total Direct and Overlapping Tax Supported Debt $38,197,390
Per capita (1)	$3,359.11	$265.96	$3,625.07
Percent of net assessed valuation (2)	7.89%	0.62%	8.51%
Percent of gross assessed valuation (3)	5.12%	0.41%	5.53%
Per pupil (4)	$21,674.83	$1,716.10	$23,390.93

(1) According to the U.S. Census Bureau, the 2010 population of the Whitko Community School Corporation is 10,537.

(2) The net assessed valuation of the Whitko Community School Corporation for taxes payable in 2014 is $448,918,522 according to the Kosciusko and Whitley County Auditors' offices.

(3) The gross assessed valuation of the Whitko Community School Corporation for taxes payable in 2014 is $690,633,375 according to the Kosciusko and Whitley County Auditors' offices.

(4) Enrollment of the Whitko Community School Corporation is 1,633 as reported by school personnel.

SCHEDULE OF HISTORICAL NET ASSESSED VALUATION

(As Provided by the Kosciusko and Whitley County Auditors' offices)

Year Payable		Real Estate	Utilities	Personal Property	Total Taxable Value
2010		$363,756,720	$15,122,570	$39,289,530	$418,168,820
2011		358,975,051	15,062,680	32,623,500	406,661,231
2012		369,295,923	13,897,939	34,193,520	417,387,382
2013	(1)	376,952,655	14,384,114	35,947,640	427,284,409
2014		396,008,962	14,987,020	37,922,540	448,918,522

(1) Represents results of general reassessment. Changes in assessed values of real property occur periodically as a result of general reassessments scheduled by the State legislature, as well as when changes occur in the property value due to new construction or demolition of improvements. The next reassessment is scheduled to be effective as of the March 1, 2017 assessment date and affects taxes payable beginning in 2018, and reassessments are scheduled to occur every four years thereafter.

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 Department of Local Government Finance (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."

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 the acceptability of any alternative appraisal method.

DETAIL OF NET ASSESSED VALUATION

As of 2013 for Taxes Payable in 2014

(As Provided by the Kosciusko and Whitley County Auditors' offices)

	Kosciusko County					
	Jackson Township	Sidney Town	Monroe Township	Washington Township	Pierceton Town	Sub-Total
Gross Value of Land	$31,252,400	$853,000	$27,782,300	$50,958,800	$8,915,900	$119,762,400
Gross Value of Improvements	44,814,695	4,082,700	42,726,000	79,453,100	45,849,300	216,925,795
Total Gross Value of Real Estate	76,067,095	4,935,700	70,508,300	130,411,900	54,765,200	336,688,195
Less: Mortgage Exemptions, Veterans, Blind Age 65 & Other Exemptions	(22,582,002)	(2,540,448)	(22,566,163)	(38,016,725)	(15,580,850)	(101,286,188)
Tax Exempt Property	(751,600)	(174,800)	(1,912,700)	(515,600)	(5,701,100)	(9,055,800)
TIF	0	0	0	0	(15,043,418)	(15,043,418)
Net Assessed Value of Real Estate	52,733,493	2,220,452	46,029,437	91,879,575	18,439,832	211,302,789
Business Personal Property	2,739,640	50,270	1,751,780	3,062,550	22,421,900	30,026,140
Less: Deductions	(24,190)	(12,000)	(156,670)	(21,450)	(5,125,810)	(5,340,120)
Net Assessed Value of Personal Property	2,715,450	38,270	1,595,110	3,041,100	17,296,090	24,686,020
Net Assessed Value of Utility Property	2,221,540	275,470	1,162,970	3,040,100	1,084,550	7,784,630
Total Net Assessed Value	$57,670,483	$2,534,192	$48,787,517	$97,960,775	$36,820,472	$243,773,439

(Continued on next page)

DETAIL OF NET ASSESSED VALUATION

As of 2013 for Taxes Payable in 2014

(As Provided by the Kosciusko and Whitley County Auditors' offices)

	Kosciusko County	Whitley County				
	Sub-Totals Carried Forward	Cleveland Township	South Whitley Town	Richland Township	Larwill Town	Total
Gross Value of Land	$119,762,400	$52,996,500	$10,816,700	$39,786,700	$1,725,700	$225,088,000
Gross Value of Improvements	216,925,795	71,603,800	50,726,500	61,387,800	6,188,300	406,832,195
Total Gross Value of Real Estate	336,688,195	124,600,300	61,543,200	101,174,500	7,914,000	631,920,195
Less: Mortgage Exemptions, Veterans, Blind Age 65 & Other Exemptions	(101,286,188)	(37,343,059)	(28,900,017)	(36,034,129)	(4,253,422)	(207,816,815)
Tax Exempt Property	(9,055,800)	(643,900)	(1,449,100)	(1,642,200)	(260,000)	(13,051,000)
TIF	(15,043,418)	0	0	0	0	(15,043,418)
Net Assessed Value of Real Estate	211,302,789	86,613,341	31,194,083	63,498,171	3,400,578	396,008,962
Business Personal Property	30,026,140	5,531,260	5,590,290	2,398,580	179,890	43,726,160
Less: Deductions	(5,340,120)	(34,080)	(429,420)	0	0	(5,803,620)
Net Assessed Value of Personal Property	24,686,020	5,497,180	5,160,870	2,398,580	179,890	37,922,540
Net Assessed Value of Utility Property	7,784,630	4,280,190	703,690	2,060,120	158,390	14,987,020
Total Net Assessed Value	$243,773,439	$96,390,711	$37,058,643	$67,956,871	$3,738,858	$448,918,522

WHITKO COMMUNITY SCHOOL CORPORATION

COMPARATIVE SCHEDULE OF CERTIFIED TAX RATES

Per $100 of Net Assessed Valuation

(As Provided by the Whitley and Kosciusko Auditors' offices)

	Year Taxes Payable				
	2010	2011	2012	2013	2014
Detail of Certified Tax Rate:					
Kosciusko County:					
Debt Service	$0.5444	$0.6748	$0.6351	$0.6417	$0.5839
School Pension Debt	0.1021	0.1070	0.1004	0.0874	
Capital Projects	0.3794	0.3824	0.2825	0.3424	0.3490
Transportation	0.1850	0.1894	0.1966	0.1912	0.1932
School Bus Replacement	0.0267	0.0467	0.0375	0.0636	0.0355
Totals	$1.2376	$1.4003	$1.2521	$1.3263	$1.1616
Whitley County:					
Debt Service	$0.4936	$0.6449	$0.5806	$0.6159	$0.5481
School Pension Debt	0.1021	0.1070	0.1004	0.0874	
Capital Projects	0.3440	0.3654	0.2584	0.3287	0.3276
Transportation	0.1677	0.1810	0.1797	0.1835	0.1813
School Bus Replacement	0.0242	0.0446	0.0343	0.0611	0.0333
Totals	$1.1316	$1.3429	$1.1534	$1.2766	$1.0903
Total Certified Tax Rate (1)					
Kosciusko County:					
Jackson Township	$1.5365	$1.7098	$1.5627	$1.6566	$1.4878
Sidney Town	$2.0384	$2.2250	$2.1028	$2.2097	$2.0578
Monroe Township	$1.4710	$1.6402	$1.4946	$1.6211	$1.4546
Washington Township	$1.5562	$1.7351	$1.5893	$1.6786	$1.5159
Pierceton Town	$1.9465	$2.2485	$2.1619	$2.2357	$2.0846
Whitley County:					
Cleveland Township	$1.8578	$2.0639	$1.8084	$1.8924	$1.7492
South Whitley Town	$2.5925	$2.7986	$2.6217	$2.6891	$2.5992
Richland Township	$1.7850	$2.0358	$1.8151	$1.8734	$1.7335
Larwill Town	$2.0651	$2.3368	$2.2587	$2.3109	$2.1931

(1) Includes 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
2009	$4,653,807	($1,945)	$4,651,862	$4,767,909	102.45%	102.49%
2010	4,945,285	(24,254)	4,921,031	4,984,331	100.79%	101.29%
2011	5,533,906	(83,576)	5,450,330	5,592,317	101.06%	102.61%
2012	5,003,090	(39,226)	4,963,864	5,066,165	101.26%	102.06%
2013	5,527,843	(58,116)	5,469,727	5,544,534	100.30%	101.37%

Source: The Kosciusko and Whitley County Auditors' offices and the DLGF Budget Orders for the School Corporation.

(1) Circuit Breaker Tax Credits allocable to the School Corporation per the Kosciusko and Whitley County Abstracts.

Prior to 2008, total taxes collected included property tax replacement credits (PTRC) for real property distributed by the State of Indiana to each county in an amount up to approximately 60% of the tax levy. With legislation adopted by the Indiana General Assembly in 2008, beginning with property taxes payable in 2009, the State assumed 100% of the funding of School General and Pre-school Education funds of local schools, along with certain county and municipal funds and eliminated all PTRC payments paid to local taxing units.

Indiana Code 6-1.1-20.6 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"). For property assessed as a homestead (as defined in IC 6-1.1-20.9-1), the Circuit Breaker Tax Credit was the amount by which the property taxes attributable to the homestead exceeded 2% of the gross assessed value of the homestead, beginning with property taxes first due and payable in 2008. The following year, the Indiana General Assembly expanded these tax credits. For taxes payable in 2009, property taxes for homesteads were limited to 1.5% of the gross assessed value of the homestead; property taxes for agricultural, other residential property and long term care facilities were limited to 2.5% of their gross assessed value; and property taxes for all other real and personal property were limited to 3.5% of gross assessed value.

Effective with property taxes payable in 2010, 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.

Effective July 1, 2012, property tax revenue subject to reduction by the Circuit Breaker Tax Credit under Indiana Code Title 6, Article 1.1, Chapter 20.6, Section 9.8 is classified as either "protected taxes" or "unprotected taxes." Protected taxes ("Protected Taxes") include taxes levied to pay debt service or lease rental on obligations payable from ad valorem property taxes. A debt service fund containing Protected Taxes is funded first by the taxing unit before property taxes are deposited into any other funds.

LARGE TAXPAYERS

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

Name	Type of Business	2013/2014 Net Assessed Valuation	Percent of Total Net Assessed Valuation (1)
Paragon Medical, Inc.	Mfg. Surgical cases and trays	$6,238,830	1.39%
Stump Farms	Farm	5,286,735	1.18%
Shiloh Industries (formerly Revstone Contech)	Mfg. aluminum castings	4,790,280	1.07%
Christopher Long	Farm	4,376,570	0.97%
South View Farms Inc.	Farm	4,358,860	0.97%
OMCO (Formerly Midwest Roll Forming)	Roll forming supplier	3,799,670	0.85%
Tri-Lakes Container Corporation	Mfg. specialty packaging containers	3,618,410	0.81%
United Telephone of Indiana	Telephone utility	3,539,270	0.79%
Norfolk & Western Railway/Norfolk Southern Corp.	Rail transportation	3,115,230	0.69%
Advanced Disposal Services/Veolia ES Hoosier I	Landfill	3,037,770	0.68%
Totals		$42,161,625	9.39%

(1) The total net assessed valuation of the Whitko Community School Corporation is $448,918,522 for taxes payable in 2014, according to the Kosciusko and Whitley County Auditors' offices.

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.

Note: The following financial statements on pages A-17 - A-19 are excerpts from the School Corporation's July 1, 2010 to June 30, 2012 audit report 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.

WHITKO COMMUNITY SCHOOL CORPORATION

STATEMENT OF RECEIPTS, DISBURSEMENTS, OTHER FINANCING SOURCES (USES), AND CASH AND INVESTMENT BALANCES - REGULATORY BASIS

For the Years Ended June 30, 2011 and 2012

	Cash and Investments 07-01-10	Receipts	Disbursements	Other Financing Sources (Uses)	Cash and Investments 06-30-11	Receipts	Disbursements	Other Financing Sources (Uses)	Cash and Investments 06-30-12
General	$68,844	$11,029,837	$10,562,734	$132,754	$668,701	$11,045,616	$10,774,858		$939,459
Debt Service	1,753,838	2,783,691	2,589,509		1,948,020	2,943,360	2,963,371		1,928,009
Retirement/Severance Bond Debt Service	271,760	474,111	467,632		278,239	463,269	467,805		273,703
Capital Projects	925,530	1,949,742	1,953,468		921,804	1,741,932	2,080,824	$24	582,936
School Transportation	368,306	1,094,692	1,074,564	28,512	416,946	1,130,492	1,108,043		439,395
School Bus Replacement	47,608	254,502	174,384	(38,352)	89,374	301,408	83,039		307,743
Rainy Day	20,134				20,134				20,134
Retirement/Severance Bond	203,060	1,660	49,490		155,230	924	18,585		137,569
Construction Fund	81,054			543,946	625,000		617,520		7,480
School Lunch	356,127	801,270	724,498		432,899	851,770	778,094		506,575
Textbook Rental	349,911	306,119	217,815		438,215	307,380	367,109		378,486
Self-Insurance	539,829	2,300,153	1,956,437		883,545	2,121,655	2,029,553		975,647
Levy Excess	28,512			(28,512)	0	18,447			18,447
Educational License Plates	3,506	188			3,694	169			3,863
Early Intervention Grant 10-11	0	7,750	7,394		356				356
Early Intervention 11-12	0				0		10,046		(10,046)
Log Cabin - Donations	2,839				2,839				2,839
Donation for SWES Coats	187		88		99		99		0
Summer Arts - WHS	1,200	1,200	1,200		1,200	1,200	1,399		1,001
Tobacco - Free Grant	3,794				3,794				3,794
INSAI Grant - SWES	166				166		139		27
EMT Donations	303	1,005	1,296		12				12
Health Program	2,562		160		2,402		607		1,795
Eye Care Donation for Students	348		90		258		71		187
Miscellaneous Programs	13,348			(13,348)	0				0
DEKKO: All Write Program	1,012		1,012		0				0
Donald Love Scholarship Fund	2,507		100		2,407		200		2,207
Sub-totals	$5,046,285	$21,005,920	$19,781,871	$625,000	$6,895,334	$20,927,622	$21,301,362	$24	$6,521,618

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WHITKO 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, 2011 and 2012

	Cash and Investments 07-01-10	Receipts	Disbursements	Other Financing Sources (Uses)	Cash and Investments 06-30-11	Receipts	Disbursements	Other Financing Sources (Uses)	Cash and Investments 06-30-12
Sub-totals carried forward	$5,046,285	$21,005,920	$19,781,871	$625,000	$6,895,334	$20,927,622	$21,301,362	$24	$6,521,618
Driver Education Fund	9,889	15,400	17,674		7,615	28,900	25,025		11,490
DEKKO Grant/Technology	4,851		3,230		1,621		54		1,567
Whitley County STEM	0				0	20,000	19,609		391
Hands Foundation Grant	(18,191)	79,163	42,654		18,318	27,177	40,537		4,958
DEKKO Grant	4,142	21,939	20,865		5,216	4,360	8,607		969
Afternoons ROCK	(3,410)	16,470	6,975		6,085	6,745	11,265		1,565
Gifted/Talented 2009-2010	0		11,611	11,611	0				0
Gifted/Talented 2010-2011	0	33,009	12,552		20,457		20,457		0
Gifted/Talented 2011-2012	0				0	31,686	26,893		4,793
H/A Competitive Grant	0				0	12,276	12,276		0
Gifted/Talented 2008-2009	11,611			(11,611)	0				0
School Technology	11,694	24,167	14,583		21,278	29,439	37,428		13,289
Technology Grants	(20,761)		160	20,921	0				0
Technology Planning Grants - PLTW	0	20,000	3,837	(20,921)	(4,758)		(4,758)		0
Excess PTRC Distributions	78,067				78,067	(78,067)			0
Title 1 FY 09-10	21,485	13,997	19,155	(16,327)	0				0
Title 1 FY 10-11	0	124,098	196,203	16,327	(55,778)	73,562	24,393	6,609	0
Title 1 FY 11-12	0				0	259,538	285,121	(6,609)	(32,192)
Title 1 Delinquent FY 09-10	7,561	234	7,795		0				0
Title 1 Delinquent FY 10-11	0	29,022	32,357		(3,335)	14,367	11,032		0
Title 1 Delinquent FY 11-12	0				0	47,517	52,815		(5,298)
LEA Capacity Building Grants	0				0		381,123		(381,123)
Special Services FY 09-10	40,461		40,461		0				0
Special Services Part B	0	162,286	356,243		(193,957)	233,656	56,662		(16,963)
Special Services FY 09-10 Carryover	16	95	16		95				95
Fed. Assistance Ed. Preschool Handicapped	0				0		9,027		(9,027)
Special Education 09/10 Preschool	5,774		(2,306)	(8,080)	0				0
Special Education Preschool FY 10-11	0		4,647	8,080	3,433		1,993		1,440
Special Services FY 09-10 Preschool Carryover	2,681		2,681		0				0
Title IV	889	5,070	6,500		(541)	3,529	2,988		0
Don Love Scholarship	0		100		(100)		(100)		0
Medicaid Reimbursement - Federal	157				157				157
Sub-totals	$5,203,201	$21,550,870	$20,579,864	$625,000	$6,799,207	$21,642,307	$22,323,809	$24	$6,117,729

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WHITKO 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, 2011 and 2012

	Cash and Investments 07-01-10	Receipts	Disbursements	Other Financing Sources (Uses)	Cash and Investments 06-30-11	Receipts	Disbursements	Other Financing Sources (Uses)	Cash and Investments 06-30-12
Sub-totals carried forward	$5,203,201	$21,550,870	$20,579,864	$625,000	$6,799,207	$21,642,307	$22,323,809	$24	$6,117,729
Non English Speaking Program	(1,189)	687	(1,189)		687	880	687		880
Title II, Part A FY 08-09	28,101		28,101		0				0
Title II, Part A FY 09-10	33,380		7,598		25,782		25,782		0
Title II, Part A FY 10-11	0	51,172	60,213		(9,041)	32,471	23,430		0
Title II, Part A FY 11-12	0				0	34,981	59,370		(24,389)
Title III, Language Instruction	(1,020)		1,200		(2,220)	560	(345)		(1,315)
Title 1, Grants to LEAs Stimulus	10,491	11,200	25,262		(3,571)	13,898	5,652		4,675
Special Education - Part B Stimulus	(69,376)	138,308	84,447		(15,515)	24,292	8,777		0
Special Education - Part B - Preschool Stimulus	(2,575)	12,263	4,264		5,424	(3,563)	1,861		0
Title 1 - Part D, Subpart 2 Stimulus	25,467		25,711		(244)		(244)		0
Education Jobs	0				0	353,138	353,138		0
Prepaid Food	4,827	434,548	433,463		5,912	433,116	432,706		6,322
Payroll Deductions	101,499	2,136,975	2,150,982		87,492	2,204,343	2,213,746		78,089
Totals	$5,332,806	$24,336,023	$23,399,916	$625,000	$6,893,913	$24,736,423	$25,448,369	$24	$6,181,991

The following schedules on pages A-20 - A-25 contain limited and unaudited financial information which are 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.

WHITKO COMMUNITY SCHOOL CORPORATION

SUMMARY OF RECEIPTS AND EXPENDITURES BY FUND
(Unaudited)

	Calendar Year		
GENERAL FUND	2011	2012	2013
Receipts:			
Tuition	$7,186		
Earnings on Investments	20,491	$14,416	$12,301
School Corporation Activities	82,773	81,790	82,520
Other Revenue from Local Sources	33,926	40,508	62,388
Revenue from State Sources	11,052,811	10,934,135	10,689,999
Revenue from Intermediate Sources	103	230	171
Other Financing Sources			1,845
Total Receipts	11,197,290	11,071,079	10,849,224
Expenditures:			
Instruction	7,098,092	7,534,500	7,391,044
Support Services	3,213,246	3,282,665	3,392,841
Community Services	184,208	178,768	200,452
Facilities Acquisition and Construction	10,000	180	28,000
Total Expenditures	10,505,546	10,996,113	11,012,337
Net Increase (Decrease) in Cash and Investments	691,743	74,966	(163,113)
Beginning Balance	606,871	1,298,614	1,373,580
Ending Balance	$1,298,614	$1,373,580	$1,210,467

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.

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WHITKO COMMUNITY SCHOOL CORPORATION

(Cont'd)

SUMMARY OF RECEIPTS AND EXPENDITURES BY FUND
(Unaudited)

DEBT SERVICE FUND	Calendar Year 2011	2012	2013
Receipts:			
Local Property Tax	$2,945,741	$2,561,251	$2,679,188
Financial Institutions Tax	7,939	7,296	9,806
License Excise Tax	215,699	228,207	217,122
Commercial Vehicle Excise Tax	17,995	19,787	18,955
Local Option Property Tax Replacement	56,654	104,914	50,680
Total Receipts	3,244,029	2,921,455	2,975,752
Expenditures:			
Lease Rental	2,707,033	3,111,802	2,466,650
Principal on Debt			182,764
Interest on Debt	6,212	5,776	5,902
Total Expenditures	2,713,245	3,117,579	2,655,316
Net Increase (Decrease) in Cash and Investments	530,784	(196,124)	320,436
Beginning Balance	1,365,775	1,896,558	1,700,435
Ending Balance	$1,896,558	$1,700,435	$2,020,871

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)

WHITKO COMMUNITY SCHOOL CORPORATION

(Cont'd)

SUMMARY OF RECEIPTS AND EXPENDITURES BY FUND
(Unaudited)

RETIREMENT/SEVERANCE BOND FUND	Calendar Year 2011	2012	2013
Receipts:			
Local Property Tax	$180,465	$421,304	$371,736
Financial Institutions Tax	938	1,191	1,358
License Excise Tax	34,914	37,578	30,110
Commercial Vehicle Excise Tax	2,269	3,285	2,640
Total Receipts	218,586	463,359	405,844
Expenditures:			
Principal of Debt	467,938	467,233	424,044
Total Expenditures	467,938	467,233	424,044
Net (Decrease) in Cash and Investments	(249,351)	(3,874)	(18,200)
Beginning Balance	502,594	253,243	249,368
Ending Balance	$253,243	$249,368	$231,168

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.

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WHITKO COMMUNITY SCHOOL CORPORATION

(Cont'd)

SUMMARY OF RECEIPTS AND EXPENDITURES BY FUND
(Unaudited)

CAPITAL PROJECTS FUND	Calendar Year 2011	2012	2013
Receipts:			
Local Property Tax	$1,524,727	$1,139,545	$1,429,697
Financial Institutions Tax	5,081	3,246	5,233
License Excise Tax	122,225	101,534	115,863
Commercial Vehicle Excise Tax	11,299	8,804	10,116
Local Option Property Tax Replacement	32,106	46,693	27,048
Other Revenue from Local Sources	1,849	129	1,884
Loan Proceeds	205,472	267,401	475,375
Other Financing Sources		3,150	156
Total Receipts	1,902,759	1,570,502	2,065,372
Expenditures:			
Support Services	838,223	854,055	866,016
Facilities Acquisition and Construction	1,091,286	561,399	482,427
Principal of Debt	205,472	267,401	475,375
Total Expenditures	2,134,980	1,682,855	1,823,818
Net Increase (Decrease) in Cash and Investments	(232,222)	(112,353)	241,554
Beginning Balance	593,705	361,483	249,130
Ending Balance	$361,483	$249,130	$490,684

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

(Continued on next page)

(Cont'd)

SUMMARY OF RECEIPTS AND EXPENDITURES BY FUND
(Unaudited)

TRANSPORTATION FUND	Calendar Year 2011	2012	2013
Receipts:			
Local Property Tax	$755,223	$792,799	$798,262
Financial Institutions Tax	2,767	2,259	2,922
License Excise Tax	60,540	70,638	64,692
Commercial Vehicle Excise Tax	6,070	6,124	5,647
Local Option Property Tax Replacement	15,895	32,472	15,100
Other Revenue from Local Sources	130	10,125	126
Loans	245,682	249,337	218,987
Interfund Transfers	28,512		26,741
Other	863	93	
Total Receipts	1,115,682	1,163,847	1,132,477
Expenditures:			
Support Services	877,962	880,353	875,185
Principal of Debt	245,682	249,337	218,987
Total Expenditures	1,123,644	1,129,690	1,094,172
Net Increase (Decrease) in Cash and Investments	(7,962)	34,157	38,305
Beginning Balance	134,432	126,470	160,627
Ending Balance	$126,470	$160,627	$198,932

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

BUS REPLACEMENT FUND	Calendar Year 2011	2012	2013
Receipts:			
Local Property Tax	$186,161	$151,265	$265,650
Financial Institutions Tax	643	431	972
License Excise Tax	14,923	13,478	21,528
Commercial Vehicle Excise Tax	1,421	1,168	1,880
Local Option Property Tax Replacement	3,920	6,198	5,028
Loans	84,276	114,057	116,102
Other Items			29,858
Total Receipts	291,343	286,597	441,018
Expenditures:			
Support Services	132,246	240,081	258,250
Nonprogrammed Charges	84,276		
Debt Services		114,057	116,102
Total Expenditures	216,522	354,138	374,352
Net Increase (Decrease) in Cash and Investments	74,821	(67,541)	66,666
Beginning Balance	64,011	138,831	71,290
Ending Balance	$138,831	$71,290	$137,956

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)

WHITKO COMMUNITY SCHOOL CORPORATION

(Cont'd)

SUMMARY OF RECEIPTS AND EXPENDITURES BY FUND
(Unaudited)

	Calendar Year			
	2011	2012	2013	
OTHER FUNDS				
Receipts:				
Revenues from Local Sources	$2,959,978	$2,930,757	$3,730,084	
Earnings on Investments	1,396	1,018	521	
Revenues from State Sources	145,721	92,847	124,918	
Revenues from Federal Sources	1,076,463	1,590,879	1,399,856	
Revenues from Intermediate Sources	150	188	169	
Other Items	629,242	3,868	922	
Other Financing Sources			5,701,550	(1)
Interfund Transfers	94,799	100,193	72,761	
Total Receipts	4,907,750	4,719,749	11,030,781	
Expenditures:				
Support Services	758,251	853,903	979,733	
Community Services	709,528	708,794	682,322	
Facilities Acquisition and Construction	626,384	86,224	1,097,926	
Instruction	1,000,523	533,692	413,243	
Nonprogrammed Charges	1,995,391	2,128,243	3,480,231	
Interfund Transfers	123,311	100,193	99,502	
Total Expenditures	5,213,387	4,411,049	6,752,956	
Net Increase (Decrease) in Cash & Investments	(305,637)	308,700	4,277,825	
Beginning Balance - January 1st	1,601,719	1,296,081	1,604,781	
Ending Balance - December 31st	$1,296,081	$1,604,781	$5,882,606	

(1) Consists of $5,000,000 from the issuance of the 2013 Lease Rental Bonds and $700,000 from the issuance of the 2013 General Obligation Bonds deposited in the Construction Fund.

GRAND TOTALS			
Total Receipts	$22,877,438	$22,196,588	$28,900,469
Total Expenditures	$22,375,263	$22,158,656	$24,136,995
Net Increase in Cash & Investments	502,175	37,932	4,763,474
Beginning Balance - January 1st	4,869,105	5,371,280	5,409,212
Ending Balance - December 31st	$5,371,280	$5,409,212	$10,172,686

The School Corporation and Building 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.

WHITKO HIGH SCHOOL BUILDING CORPORATION

By:_____
President

Attest:_____
Secretary

WHITKO COMMUNITY SCHOOL CORPORATION

By:_____
Superintendent

APPENDIX B

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It's all about experience.

April 18, 2014

Board of School Trustees
Whitko Community School Corporation
432 South First Street
Pierceton, Indiana 46562

Building Corporation Directors
Whitko High School Building Corporation
432 South First Street
Pierceton, Indiana 46562

In connection with the issuance of $13,515,000 principal amount of proposed Ad Valorem Property Tax First Mortgage Bonds, Series 2014 we have, at your request, prepared this special purpose report and the following schedules for inclusion in the Preliminary Official Statement dated April 18, 2014.

Page(s)	
B-2-B-3	General Comments
B-4	Estimated Sources and Uses of Funds
B-5	Schedule of Amortization of $8,485,000 Principal Amount of Outstanding Ad Valorem Property Tax First Mortgage Bonds, Series 2013
B-6	Preliminary Schedule of Amortization of $13,515,000 Principal Amount of Ad Valorem Property Tax First Mortgage Bonds, Series 2014
B-7	Summary of Estimated Tax Impact
B-8	Existing Debt Service / Lease Rental Payments

In the preparation of these schedules, assumptions were made as noted regarding certain future events. As is the case with such assumptions regarding future events and transactions, some or all may not occur as expected, and the resulting differences could be material. We have not examined the underlying assumptions nor have we audited or reviewed the historical data. Consequently, we express no opinion thereon, nor do we have a responsibility to prepare subsequent reports.

WHITKO HIGH SCHOOL BUILDING CORPORATION
WHITKO COMMUNITY SCHOOL CORPORATION
Pierceton, Indiana

GENERAL COMMENTS

The Whitko High School Building Corporation (the "Building Corporation") acting on behalf of the Whitko Community School Corporation (the "School Corporation") is issuing $13,515,000 of Ad Valorem Property Tax First Mortgage Bonds, Series 2014 (the "Bonds") for the purpose of paying a portion of the costs of construction of a new Pierceton Elementary School, and the renovation, additions and improvements to South Whitley Elementary School, including site improvements at both schools (collectively, the "Project"), and to pay capitalized interest and issuance expenses. The Building Corporation issued $8,485,000 of Ad Valorem Property Tax First Mortgage Bonds, Series 2013 (the "2013 Bonds") to fund the remaining portion of the Project. Funding for the construction of a new Pierceton Elementary School and the construction of a new School Corporation administration office will be provided by proceeds from the Building Corporation's purchase of Leased Property. The Leased Property consists of the land and building comprising the South Whitley Elementary School to be renovated and equipped, including the construction of additions and site improvements thereon and the real estate on which the improvements are to be constructed with proceeds of the Bonds (the "Leased Property").

Payments on the Bonds will be made pursuant to an original lease entered into between the Building Corporation and the School Corporation executed on November 18, 2013 (the "Lease"). The term of the Lease is twenty-one (21) years. The Bonds are expected to mature on January 15, 2034. The Bonds are payable from semiannual lease rentals based upon the principal and interest payments in each twelve-month period ending January 15, rounded up to the next $1,000, plus $5,000. The lease rental will be payable in advance in semiannual installments on June 30 and December 31 of each year (the "Lease Rental"). Upon payment of sufficient Lease Rental to retire the principal and to meet the obligations of the Building Corporation for interest payments, trustee fees, and other expenses, no further payments will be made on the Lease, and title to the Leased Premises as described above will be transferred to the School Corporation.

Estimated Sources and Uses of Funds – Page B-4

The costs of the projects relating to the Bonds are presented in this schedule, including construction related expenses, the purchase of Leased Property, capitalized interest expense, interim lease rental payments, allowance for underwriter's discount, bond issuance expenses and contingencies.

Schedule of Amortization of $8,485,000 Principal Amount of Outstanding Ad Valorem Property Tax First Mortgage Bonds, Series 2013 – Page B-5

The amortization of $8,485,000 principal amount of outstanding Ad Valorem Property Tax First Mortgage Bonds, Series 2013 is presented in this schedule. The 2013 Bonds are dated December 12, 2013, and mature over a period of approximately nineteen years and seven months with the final maturity on July 15, 2033. The 2013 Bonds are amortized based on interest rates determined through a competitive sale.

GENERAL COMMENTS (cont'd)

Preliminary Schedule of Amortization of $13,515,000 Principal Amount of Ad Valorem Property Tax First Mortgage Bonds, Series 2014 – Page B-6

The proposed amortization of $13,515,000 principal amount of Ad Valorem Property Tax First Mortgage Bonds, Series 2014 is presented in this schedule. The Bonds are assumed to be dated May 14, 2014, and mature over a period of approximately nineteen years and eight months with the final maturity on January 15, 2034. The Bonds are amortized based on assumed interest rates. Final interest rates will be determined through a competitive sale.

Summary of Estimated Tax Impact – Page B-7

Calculations were made in this schedule for the proposed annual Lease Rental, and resulting estimated debt service tax rates based upon the amortization schedules found on pages B-5 and B-6. No growth in assessed value from the 2014 certified net assessed value was assumed in the calculation of the debt service tax rate.

Existing Debt Service / Lease Rental Payments – Page B-8

This schedule shows the outstanding (unaudited) existing debt service and lease rental payments of the School Corporation.

WHITKO COMMUNITY SCHOOL CORPORATION

ESTIMATED SOURCES & USES OF FUNDS

	Building Corporation	School Corporation	Total
Estimated Sources of Funds:			
Ad Valorem Property Tax First Mortgage Bonds, Series 2013	$8,485,000	$0	$8,485,000
Ad Valorem Property Tax First Mortgage Bonds, Series 2014	13,515,000		13,515,000
Total Estimated Sources of Funds	$22,000,000	$0	$22,000,000
Estimated Uses of Funds:			
Pierceton Elementary School and Administration Office		$12,500,000	$12,500,000
South Whitley Elementary School	$8,339,075		8,339,075
Purchase of Leased Property (1)	12,500,000	(12,500,000)	0
Capitalized Interest Expense (2)	1,509,599		1,509,599
Interim Lease Rental Payments (3)	(690,000)		(690,000)
Net Underwriter's Discount for 2013 Bonds	23,751		23,751
Allowance for Underwriter's Discount (0.50%) for 2014 Bonds	67,575		67,575
Costs of Issuance and Contingencies (4)	250,000		250,000
Total Estimated Uses of Funds	$22,000,000	$0	$22,000,000

(1) The full purchase price of the Leased Property is $12,500,000. Funding for $5,000,000 of the purchase price was provided by the Building Corporation's 2013 Bonds. The remaining $7,500,000 will be provided by the Building Corporation's 2014 Bonds.

(2) Interest expense through and including January 15, 2016. See pages B-5 and B-6.

(3) Interim lease rental payments to be made by the School Corporation during the construction period. Payments due June 30, 2015 and December 31, 2015.

(4) Includes estimated fees for bond counsel, local counsel, financial advisor, trustee, printing, rating and other miscellaneous expenses.

(Subject to the comments in the accompanying report
dated April 18, 2014 of Umbaugh)

WHITKO COMMUNITY SCHOOL CORPORATION

SCHEDULE OF AMORTIZATION OF $8,485,000 PRINCIPAL AMOUNT OF OUTSTANDING
AD VALOREM PROPERTY TAX FIRST MORTGAGE BONDS, SERIES 2013
Principal and Interest Payable Semiannually on January 15 and July 15
Bonds Dated December 12, 2013

Payment Date	Principal Balance	Principal	Interest Rate (%)	Interest	Total Debt Service	Capitalized Interest	Net Debt Service	Budget Year Debt Service	Annual Lease Rental Payment (1)
7/15/2014	$8,485			$183,603.04	$183,603.04	($183,603.04)	$0.00		
1/15/2015	8,485			155,157.50	155,157.50	(155,157.50)	0.00	$0.00	$0
7/15/2015	8,485			155,157.50	155,157.50	(155,157.50)	0.00		
1/15/2016	8,485			155,157.50	155,157.50	(155,157.50)	0.00	0.00	200,000 (2)
7/15/2016	8,485			155,157.50	155,157.50		155,157.50		
1/15/2017	8,485			155,157.50	155,157.50		155,157.50	310,315.00	316,000
7/15/2017	8,485			155,157.50	155,157.50		155,157.50		
1/15/2018	8,485			155,157.50	155,157.50		155,157.50	310,315.00	316,000
7/15/2018	8,485			155,157.50	155,157.50		155,157.50		
1/15/2019	8,485			155,157.50	155,157.50		155,157.50	310,315.00	316,000
7/15/2019	8,485			155,157.50	155,157.50		155,157.50		
1/15/2020	8,485			155,157.50	155,157.50		155,157.50	310,315.00	316,000
7/15/2020	8,485	$250	3.00	155,157.50	405,157.50		405,157.50		
1/15/2021	8,235	255	3.00	151,407.50	406,407.50		406,407.50	811,565.00	817,000
7/15/2021	7,980	260	3.00	147,582.50	407,582.50		407,582.50		
1/15/2022	7,720	260	3.00	143,682.50	403,682.50		403,682.50	811,265.00	817,000
7/15/2022	7,460	265	3.00	139,782.50	404,782.50		404,782.50		
1/15/2023	7,195	270	3.00	135,807.50	405,807.50		405,807.50	810,590.00	816,000
7/15/2023	6,925	275	3.00	131,757.50	406,757.50		406,757.50		
1/15/2024	6,650	275	3.25	127,632.50	402,632.50		402,632.50	809,390.00	815,000
7/15/2024	6,375	285	3.25	123,163.75	408,163.75		408,163.75		
1/15/2025	6,090	285	3.25 (3)	118,532.50	403,532.50		403,532.50	811,696.25	817,000
7/15/2025	5,805	295	3.25 (3)	113,901.25	408,901.25		408,901.25		
1/15/2026	5,510	295	3.50 (4)	109,107.50	404,107.50		404,107.50	813,008.75	819,000
7/15/2026	5,215	300	3.50 (4)	103,945.00	403,945.00		403,945.00		
1/15/2027	4,915	310	4.00 (5)	98,695.00	408,695.00		408,695.00	812,640.00	818,000
7/15/2027	4,605	315	4.00 (5)	92,495.00	407,495.00		407,495.00		
1/15/2028	4,290	320	4.00 (6)	86,195.00	406,195.00		406,195.00	813,690.00	819,000
7/15/2028	3,970	325	4.00 (6)	79,795.00	404,795.00		404,795.00		
1/15/2029	3,645	335	4.00 (7)	73,295.00	408,295.00		408,295.00	813,090.00	819,000
7/15/2029	3,310	340	4.00 (7)	66,595.00	406,595.00		406,595.00		
1/15/2030	2,970	345	4.00 (8)	59,795.00	404,795.00		404,795.00	811,390.00	817,000
7/15/2030	2,625	355	4.00 (8)	52,895.00	407,895.00		407,895.00		
1/15/2031	2,270	360	4.00 (8)	45,795.00	405,795.00		405,795.00	813,690.00	819,000
7/15/2031	1,910	365	4.00 (8)	38,595.00	403,595.00		403,595.00		
1/15/2032	1,545	375	4.00 (9)	31,295.00	406,295.00		406,295.00	809,890.00	815,000
7/15/2032	1,170	380	4.00 (9)	23,795.00	403,795.00		403,795.00		
1/15/2033	790	390	4.10 (10)	16,195.00	406,195.00		406,195.00	809,990.00	815,000
7/15/2033	400	400	4.10 (10)	8,200.00	408,200.00		408,200.00	408,200.00	411,500
Totals		$8,485		$4,365,430.54	$12,850,430.54	($649,075.54)	$12,201,355.00	$12,201,355.00	$12,498,500

(1) Based on total annual debt service rounded up to next $1,000, plus $5,000 for trustee and miscellaneous fees.
(2) Interim lease rental payments due June 30, 2015 and December 31, 2015.
(3) $580,000 of Term Bonds due July 15, 2025.
(4) $595,000 of Term Bonds due July 15, 2026.
(5) $625,000 of Term Bonds due July 15, 2027.
(6) $645,000 of Term Bonds due July 15, 2028.
(7) $675,000 of Term Bonds due July 15, 2029.
(8) $1,425,000 of Term Bonds due July 15, 2031.
(9) $755,000 of Term Bonds due July 15, 2032.
(10) $790,000 of Term Bonds due July 15, 2033.

(Subject to the comments in the accompanying report
dated April 18, 2014 of Umbaugh)

WHITKO COMMUNITY SCHOOL CORPORATION

PRELIMINARY SCHEDULE OF AMORTIZATION OF $13,515,000 PRINCIPAL AMOUNT
OF AD VALOREM PROPERTY TAX FIRST MORTGAGE BONDS, SERIES 2014
Principal and Interest Payable Semiannually on January 15 and July 15
Assumes Bonds Dated May 14, 2014

Payment Date	Principal Balance*	Principal*	Assumed Interest Rate (%) (1)	Interest	Total Debt Service	Capitalized Interest	Net Debt Service	Budget Year Debt Service	Annual Lease Rental Payment (2)
1/15/2015	$13,515			$345,068.49	$345,068.49	($345,068.49)	$0.00	$0.00	
7/15/2015	13,515			257,727.50	257,727.50	(257,727.50)	0.00		
1/15/2016	13,515			257,727.50	257,727.50	(257,727.50)	0.00	0.00	$490,000 (3)
7/15/2016	13,515			257,727.50	257,727.50		257,727.50		
1/15/2017	13,515			257,727.50	257,727.50		257,727.50	515,455.00	521,000
7/15/2017	13,515	$55	1.10	257,727.50	312,727.50		312,727.50		
1/15/2018	13,460	55	1.45	257,425.00	312,425.00		312,425.00	625,152.50	631,000
7/15/2018	13,405	55	1.45	257,026.25	312,026.25		312,026.25		
1/15/2019	13,350	55	1.85	256,627.50	311,627.50		311,627.50	623,653.75	629,000
7/15/2019	13,295	55	1.85	256,118.75	311,118.75		311,118.75		
1/15/2020	13,240	55	2.30	255,610.00	310,610.00		310,610.00	621,728.75	627,000
7/15/2020	13,185	370	2.30	254,977.50	624,977.50		624,977.50		
1/15/2021	12,815	375	2.75	250,722.50	625,722.50		625,722.50	1,250,700.00	1,256,000
7/15/2021	12,440	380	2.75	245,566.25	625,566.25		625,566.25		
1/15/2022	12,060	385	3.10	240,341.25	625,341.25		625,341.25	1,250,907.50	1,256,000
7/15/2022	11,675	390	3.10	234,373.75	624,373.75		624,373.75		
1/15/2023	11,285	395	3.35	228,328.75	623,328.75		623,328.75	1,247,702.50	1,253,000
7/15/2023	10,890	400	3.35	221,712.50	621,712.50		621,712.50		
1/15/2024	10,490	410	3.50	215,012.50	625,012.50		625,012.50	1,246,725.00	1,252,000
7/15/2024	10,080	415	3.50	207,837.50	622,837.50		622,837.50		
1/15/2025	9,665	425	3.65	200,575.00	625,575.00		625,575.00	1,248,412.50	1,254,000
7/15/2025	9,240	430	3.65	192,818.75	622,818.75		622,818.75		
1/15/2026	8,810	440	3.80	184,971.25	624,971.25		624,971.25	1,247,790.00	1,253,000
7/15/2026	8,370	450	3.80	176,611.25	626,611.25		626,611.25		
1/15/2027	7,920	455	3.90	168,061.25	623,061.25		623,061.25	1,249,672.50	1,255,000
7/15/2027	7,465	465	3.90	159,188.75	624,188.75		624,188.75		
1/15/2028	7,000	475	4.00	150,121.25	625,121.25		625,121.25	1,249,310.00	1,255,000
7/15/2028	6,525	485	4.00	140,621.25	625,621.25		625,621.25		
1/15/2029	6,040	490	4.15	130,921.25	620,921.25		620,921.25	1,246,542.50	1,252,000
7/15/2029	5,550	500	4.15	120,753.75	620,753.75		620,753.75		
1/15/2030	5,050	515	4.25	110,378.75	625,378.75		625,378.75	1,246,132.50	1,252,000
7/15/2030	4,535	525	4.25	99,435.00	624,435.00		624,435.00		
1/15/2031	4,010	535	4.30	88,278.75	623,278.75		623,278.75	1,247,713.75	1,253,000
7/15/2031	3,475	550	4.30	76,776.25	626,776.25		626,776.25		
1/15/2032	2,925	560	4.40	64,951.25	624,951.25		624,951.25	1,251,727.50	1,257,000
7/15/2032	2,365	570	4.40	52,631.25	622,631.25		622,631.25		
1/15/2033	1,795	585	4.45	40,091.25	625,091.25		625,091.25	1,247,722.50	1,253,000
7/15/2033	1,210	600	4.45	27,075.00	627,075.00		627,075.00		
1/15/2034	610	610	4.50	13,725.00	623,725.00		623,725.00	1,250,800.00	1,256,000
Totals		$13,515		$7,213,372.24	$20,728,372.24	($860,523.49)	$19,867,848.75	$19,867,848.75	$20,455,000

(1) Assumes current interest rates as of March 13, 2014, plus 0.30%.

(2) Based on total annual debt service rounded up to next $1,000, plus $5,000 for trustee and miscellaneous fees.

(3) Interim lease rental payments due June 30, 2015 and December 31, 2015.

*Preliminary, subject to change. The Building Corporation reserves the right to adjust the maturity schedule following the sale in order to accomplish the Building Corporation's financial objectives by reallocating debt service based upon the rates bid by the successful bidder.

(Subject to the comments in the accompanying report
dated April 18, 2014 of Umbaugh)

WHITKO COMMUNITY SCHOOL CORPORATION

SUMMARY OF ESTIMATED TAX IMPACT

Budget Year	Total Existing Outstanding Debt (1)	First Mortgage Bonds, Series 2013 (2)	Proposed First Mortgage Bonds, Series 2014 (3)	Combined Debt Service	Estimated Net Assessed Value (4)	Estimated Existing Debt Service and Pension Tax Rate (5)	Estimated 2013 Bonds Debt Service Tax Rate (5)	Estimated Proposed 2014 Bonds Debt Service Tax Rate (5)	Estimated Combined Debt Service Tax Rate (5) (6)
2012	$3,579,035			$3,579,035	$414,749,544	$0.7355 (7)			$0.7355
2013	3,113,714			3,113,714	424,163,753	0.7291 (7)			0.7291
2014	3,441,688			3,441,688	445,009,391	0.5839 (7)			0.5839
2015	2,755,595	$200,000	$490,000	3,445,595	445,009,391	0.5883	$0.0427	$0.1046	0.7356
2016	2,619,880	316,000	521,000	3,456,880	445,009,391	0.5593	0.0675	0.1112	0.7380
2017	2,475,000	316,000	631,000	3,422,000	445,009,391	0.5284	0.0675	0.1347	0.7306
2018	2,476,000	316,000	629,000	3,421,000	445,009,391	0.5286	0.0675	0.1343	0.7304
2019	2,483,000	316,000	627,000	3,426,000	445,009,391	0.5301	0.0675	0.1339	0.7315
2020		817,000	1,256,000	2,073,000	445,009,391		0.1744	0.2681	0.4425
2021		817,000	1,256,000	2,073,000	445,009,391		0.1744	0.2681	0.4425
2022		816,000	1,253,000	2,069,000	445,009,391		0.1742	0.2675	0.4417
2023		815,000	1,252,000	2,067,000	445,009,391		0.1740	0.2673	0.4413
2024		817,000	1,254,000	2,071,000	445,009,391		0.1744	0.2677	0.4421
2025		819,000	1,253,000	2,072,000	445,009,391		0.1748	0.2675	0.4423
2026		818,000	1,255,000	2,073,000	445,009,391		0.1746	0.2679	0.4425
2027		819,000	1,255,000	2,074,000	445,009,391		0.1748	0.2679	0.4427
2028		819,000	1,252,000	2,071,000	445,009,391		0.1748	0.2673	0.4421
2029		817,000	1,252,000	2,069,000	445,009,391		0.1744	0.2673	0.4417
2030		819,000	1,253,000	2,072,000	445,009,391		0.1748	0.2675	0.4423
2031		815,000	1,257,000	2,072,000	445,009,391		0.1740	0.2683	0.4423
2032		815,000	1,253,000	2,068,000	445,009,391		0.1740	0.2675	0.4415
2033		411,500	1,256,000	1,667,500	445,009,391		0.0878	0.2681	0.3559

(1) See page B-8.
(2) See page B-5.
(3) See page B-6.
(4) Certified net assessed value for years payable 2012, 2013, and 2014 with no growth assumed thereafter.
(5) Assumes financial institutions/license excise factor of 5%. Per $100 of Net Assessed Value.
(6) Represents estimated combined debt service tax rate.
(7) Certified 2012, 2013 and 2014 debt service and pension tax rates for the School Corporation in Kosciusko County. The combined debt service and pension tax rates in Whitley County for 2012, 2013 and 2014 are $0.6810, $0.7033 and $0.5481, respectively, per the County Budget Orders.

(Subject to the comments in the accompanying report
dated April 18, 2014 of Umbaugh)

WHITKO COMMUNITY SCHOOL CORPORATION

EXISTING DEBT SERVICE/LEASE RENTAL PAYMENTS

(Unaudited)

Budget Year	First Mortgage Bonds, Series 2000	Taxable General Obligation Pension Bonds of 2002	First Mortgage Bonds, Series 2006	First Mortgage Refunding Bonds, Series 2007	General Obligation Bonds of 2011	General Obligation Bonds of 2013	Total Annual Payments
2012	$61,665	$467,233	$1,902,000	$1,138,175	$9,962		$3,579,035
2013		464,950	2,466,000		182,764		3,113,714
2014		231,165	2,474,000		454,361	$282,162	3,441,688
2015			2,473,000			282,595	2,755,595
2016			2,474,000			145,880	2,619,880
2017			2,475,000				2,475,000
2018			2,476,000				2,476,000
2019			2,483,000				2,483,000
Totals	$61,665	$1,163,348	$19,223,000	$1,138,175	$647,087	$710,637	$22,943,912

Note: Based upon information provided by the School Corporation.

(Subject to the comments in the accompanying report
dated April 18, 2014 of Umbaugh)

APPENDIX C

SUMMARY OF THE LEASE

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

Acquisition and Construction of the Lease Premises

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

Lease Term and Rental

The Lease is for a twenty-one (21) year term which commences on the date the Building Corporation acquires fee simple title to the Leased Premises and expires on the date which is twenty-one (21) years later. By each rent payment date, the School Corporation is to pay the installment of rent due under the Lease. During the renovation of the Leased Premises, the School Corporation is to pay the installment of rent due during such renovation in the amount not to exceed $345,000 per payment, payable on June 30, 2015, and December 31, 2015, and each six months thereafter until completed. Each installment of rent is payable in advance for the following six-month period on June 30 and December 31, commencing on June 30, 2016, or on the date the Leased Premises are completed and ready for occupancy, whichever is later. The annual rent to be paid is a maximum of $2,081,000 per year, payable in equal semiannual installments. Completion of the Leased Premises is to be certified to the School Corporation by a representative of the Building Corporation pursuant to the Lease. The date the building is substantially completed and ready for occupancy shall be endorsed on the end of the Lease by the parties thereto as soon as can be done after the completion of the construction. The endorsement shall be recorded as an addendum to the Lease. The lease rental shall be reduced following the sale of the Building Corporation's Bonds to an amount not less than the multiple of $1,000 next higher than the highest sum of principal and interest due on such bonds in each bond year ending on a bond maturity date plus $5,000, payable in equal semiannual installments. Such amount of reduced annual rental shall be endorsed at the end of the Lease by the parties thereto as soon as can be done after the sale of the bonds. The endorsement shall be recorded as an addendum to the Lease.

Maintenance and Modification

During the term of the Lease, 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 Building Corporation and are included as part of the Leased Premises under the terms of the Lease.

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 are 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 Building Corporation 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 the lesser of (i) one hundred percent (100%) of the full replacement cost of the mortgaged property, or (ii) the redemption price of the outstanding Bonds as certified by the Lessor Representative on the effective date of such insurance and on or before April 1 of each year thereafter as certified by the Lessor Representative. Any property insurance policy shall be so written or endorsed as to make any losses payable to the Building Corporation or to such other person or persons as the Building Corporation under the Lease may designate.

During the full term of the Lease, 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 are damaged or destroyed (in whole or in part) by fire, windstorm or other casualty at any time during the term of the Lease, the Building Corporation 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 are 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 Building Corporation, 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 are 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 Lease. The rent shall be totally abated during that portion of the Lease 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 are 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 Building Corporation to rebate to the United States Government to prevent the Building Corporation's bonds from becoming arbitrage bonds.

Events of Default

The Lease provides that either of the following constitutes an "event of default" under the Lease:

(a) Failure to pay any rentals or other sums payable to the Building Corporation under the Lease, or failure to pay any other sum therein required to be paid to the Building Corporation; or

(b) Failure to observe any other covenant, agreement or condition under the Lease, 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 Lease, 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 Building Corporation, at its option, without further notice, may terminate the estate and interest of the School Corporation thereunder, and it shall be lawful for the Building Corporation forthwith to resume possession of the Leased Premises and the School Corporation covenants to surrender the same forthwith upon demand. The exercise by the Building Corporation of the right to terminate the Lease shall not release the School Corporation from the performance of any obligation thereof maturing prior to the Building Corporation's actual entry into possession. No waiver by the Building Corporation of

any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

The School Corporation may not assign the Lease or sublet the Leased Premises without the written consent of the Building Corporation. In the Lease, 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 Building Corporation'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 Building Corporation 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 Lease for a further like or lesser term upon the same terms and conditions provided in the Lease.

APPENDIX D

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

Proceeds in an amount equal to interest on the original bonds through and including January 15, 2016, shall be deposited in the 2014 Bond Interest Account of the Construction Fund. Proceeds in an amount equal to costs of issuance shall be deposited in the 2014 Bond Issuance Expense Account of the Construction Fund. The remaining proceeds of the Bonds shall be deposited in the 2014 Construction Account of the Construction Fund and used to pay costs of construction.

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

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

The Construction Fund will be used to finance the acquisition of South Whitley Elementary School and the renovation of and improvements thereto, including site improvements (the "Leased Premises"), to pay costs of issuance of the Bonds, and to pay interest on the Bonds during construction. The purchase price for the acquisition of the Leased Premises will be used to pay a portion of the cost of constructing a new Pierceton Elementary School, including site improvements at such property (collectively with the Leased Premises, the "Project"). Any moneys remaining in the Construction Fund one year after completion of the Project will be transferred to the Sinking Fund and used to pay the next succeeding interest payments on the Bonds.

On or before January 15, 2016, each lease rental payment shall be deposited by the Trustee in the 2014 Construction Account. Thereafter, 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 interest on the Bonds due within twenty (20) days after the due date of such rental payment and the unpaid principal and mandatory sinking fund redemption payment of the Bonds due within twenty (20) days after the due date of such rental payment. Any portion of a rental payment remaining after such deposit 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 sinking fund 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, including Trustee's fees, (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, (d) to purchase Bonds in the open market, and (e) 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.

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"). In the alternative, the Building Corporation may elect to pay the penalty required by Section 148(f)(4)(C)(vii) of the Code, as amended. In that event, the Building Corporation shall compute or cause to be computed each six months, the amount of such penalty and provide the Trustee a copy of such calculation. In either event, the Trustee is to deposit the amount so calculated 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 or penalties in lieu of rebate together with all investment earnings thereon to the United States of America, in the amount and at such times as shall be advised by the Building Corporation or nationally recognized bond counsel as 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 American 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, time deposits and bankers' acceptances of any bank (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 having an original maturity of not more than 360 days, (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 "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, or (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 and maturing no more than 360 days after the date of the purchase. Moneys in the Construction Fund, Sinking Fund and Rebate Fund shall be invested without restriction as to yield during an applicable temporary period pending their use. Moneys in 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 lease of the mortgaged property to the School Corporation, and that a full, true and correct copy of the Lease is on file with the Trustee; that construction will begin promptly upon receipt by the Trustee of bond proceeds and that it will complete such construction with all expedition practicable in accordance with the plans and specifications referred to in the Lease;

(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 payable from the Lease other than the Bonds permitted by the Trust Indenture, and Additional Bonds, 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 Lease or to take such other appropriate action necessary to enforce and collect the rentals due;

(j) the proceeds of the Bonds, any moneys received from lease rentals payable according to the Lease, 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 that during construction of the Project it will carry or cause the School Corporation to carry the following kinds of risks insurance (a) builders risk insurance in the amount of 100% of the insurable value of the mortgaged property against physical loss or damage, and (b) bodily injury and property damage insurance for damages for bodily injury, including accidental death, as well as claims for property damages which may arise from such construction.

The Building Corporation further covenants that all contracts for the construction of the Project will or do require the contractor to carry such insurance as will protect the contractor from liability under the Indiana Worker's Compensation and Worker's Occupational Disease Act.

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 lesser of (i) 100% of the full replacement cost of the property, or (ii) the redemption price of the outstanding Bonds as certified by the Lessor Representative, and (b) rental value insurance against physical loss or damage for a period of two years.

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 Lease; and nonpayment of the lease rental within 90 days of when due as provided under the Lease.

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 and upon being indemnified to its reasonable satisfaction 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 and upon being indemnified to its reasonable satisfaction, 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 (i) the payment of claims of contractors, subcontractors, materialmen or laborers or fees; (ii) the completion of construction; (iii) the payment of costs of improvements to the mortgaged property; and (iv) 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;

(b) A reduction in the principal amount of any Bond or the redemption premium or the rate of interest;

(c) The creation of a lien upon the mortgaged property taking priority or on a parity with the lien created by the Trust Indenture;

(d) A preference or priority of any Bond or Bonds over any other Bond or Bonds; or

(e) 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.

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

(b) 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.

APPENDIX E

May ___, 2014

_____
_____

Re: Whitko High School Building Corporation
Ad Valorem Property Tax First Mortgage Bonds, Series 2014
Total Issue: $13,515,000
Original Date: May ___, 2014

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Whitko High School Building Corporation (the "Issuer") of $13,515,000 of Ad Valorem Property Tax First Mortgage Bonds, Series 2014 with an Original Date of May ___, 2014 (the "Bonds"), pursuant to Indiana Code 20-47-3 (the "Act") and a Trust Indenture between the Issuer and Regions Bank, an Alabama state banking corporation, as Trustee (the "Trustee"), dated as of December 1, 2013, as supplemented by a First Supplemental Trust Indenture dated as of May 1, 2014 (as supplemented, the "Indenture"). We have examined the law and the certified transcript of proceedings of the Issuer relative to the authorization, issuance and sale of the Bonds and such other papers as we deem necessary to render this opinion. We have relied upon the certified transcript of proceedings and certificates of public officials, including the Issuer's tax covenants and representations ("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 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 (the "Lease") between the Issuer, as lessor, and Whitko Community School Corporation (the "School Corporation"), as lessee, executed November 18, 2013, and extending for a term of twenty-one (21) years, has been duly entered into in accordance with the provisions of the Act, and is a valid and binding lease. All taxable property in the School Corporation is subject to ad valorem taxation to pay the lease rental; however, the School Corporation's collection of the levy may be limited by operation of I.C. 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 lease rentals in an amount sufficient to pay the lease rentals, regardless of any reduction in property tax collections due to the application of such tax credits. Pursuant to the Lease, the School Corporation is required by law annually to pay the lease rentals during the renovation of the leased premises on June 30, 2015, and December 31, 2015, and the full lease rentals which commence with the later of completion of construction and renovation of the school buildings or June 30, 2016.

2. 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 Bonds, Series 2013 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 the Lease, be subject to the rights of the School Corporation under the Lease.

3. 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.

4. 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 (the "Code"), is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, but is taken into account in determining adjusted current earnings for the purpose of computing the federal alternative minimum tax imposed on certain corporations. This opinion is conditioned upon compliance by the School Corporation subsequent to the date hereof with its 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 date of issue.

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 and the Trustee and the enforceability of the Lease 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,

APPENDIX F

CONTINUING DISCLOSURE UNDERTAKING

This CONTINUING DISCLOSURE UNDERTAKING (the "Agreement") is made as of April ___, 2014, by Whitko Community School Corporation, a school corporation organized and existing under the laws of the State of Indiana (the "Obligor") for the purpose of permitting _____ (the "Underwriters") to purchase the Whitko High School Building Corporation's (the "Building Corporation") $13,515,000 of Ad Valorem Property Tax First Mortgage Bonds, Series 2014, dated May ___, 2014 (the "Bonds"), issued pursuant to a Trust Indenture dated as of December 1, 2013, as supplemented by a First Supplemental Trust Indenture dated as of May 1, 2014, (as supplemented, the "Indenture") between the Building Corporation and Regions Bank, an Alabama state banking corporation, as trustee, in compliance with the Securities and Exchange Commission ("SEC") Rule 15c2-12 (the "SEC Rule") as published in the Federal Register on November 17, 1994.

WHEREAS, the Building Corporation has issued its Bonds pursuant to the Indenture; and

WHEREAS, pursuant to a Lease Agreement dated November 18, 2013 (the "Lease") between the Building Corporation, as lessor, and the Obligor, as lessee, the Obligor is required to pay lease rentals due, which rentals will be used to pay the principal and interest due on the Bonds;

WHEREAS, the Obligor is an Obligated Person (as defined in the SEC Rule) because the lease rental payments due under the Lease are the only source of funds (other than bond proceeds held under the Indenture) pledged to pay the principal and interest due on the Bonds; and

WHEREAS, the Underwriters, by their agreement to purchase the Bonds, accept and assent to this Agreement and the exchange of such purchase and acceptance for the promises of Obligor contained herein, and hereby assigns all their rights hereunder, as promisee, to the holders of the Bonds;

NOW, THEREFORE, in consideration of the payment for and acceptance of any Bonds by the Underwriters, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Obligor hereby promises to the Underwriters:

Section 1. Definitions. The words and terms defined in this Agreement 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) "Bondholder" or "holder" or any similar term, when used with reference to a Bond or Bonds, means any person who shall be the registered owner of any outstanding Bond, or the holders of beneficial interests in the Bonds.

(2) "EMMA" is Electronic Municipal Market Access System established by the MSRB.

(3) "Final Official Statement" means the Official Statement, dated as of April ___, 2014, relating to the Bonds, including any document included by specific reference to such document filed with the MSRB.

(4) "MSRB" means the Municipal Securities Rulemaking Board.

Section 2. Term. The term of this Agreement is from the date hereof to the earlier of (i) the date of the last payment of principal of and interest on the Bonds, or (ii) the date the Bonds are defeased under the Indenture.

Section 3. Obligated Persons. The Obligor hereby represents and warrants as of the date hereof that it is the only Obligated Person with respect to the Bonds. If the Obligor is no longer committed by contract or other arrangement to support payment of the Bonds, such person shall no longer be considered an Obligated Person within the meaning of the SEC Rule and the continuing obligation under this Agreement 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 Bonds, the following annual 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 such auditors 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, 2015, and shall be made by June 30 of every other year 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, by June 30 of each year, beginning June 30, 2015, 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 included under the following headings in Appendix A in the Final Official Statement (collectively, the "Annual Information") which updated information may be provided in such format as the Obligor deems appropriate:

APPENDIX A

WHITKO 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 financial statements relating to the Obligor referred to in paragraph (a) of this Section 4 no longer can be provided because the operations to which they related 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 financial statements required to be provided under this Agreement, shall satisfy the undertaking to provide such Annual Information or audited financial statements. To the extent available, the Obligor shall cause to be filed along with the other Annual Information or audited financial statements 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 A attached hereto.

(d) The Obligor agrees to make a good faith effort to obtain Annual Information. However, failure to provide audited financial statements or portions of Annual Information because it is unavailable through circumstances beyond the control of the Obligor shall not be deemed to be a breach of this Agreement. The Obligor further agrees to supplement the Annual Information filing when such data is available.

(e) Annual Information or audited financial statements required to be provided pursuant to this Section 4 may be provided by a specific reference to such Annual Information or audited financial statements already prepared and previously provided to the MSRB. Any information included by reference shall also be (i) available to the public on the MSRB's Internet Web Site, or (ii) filed with the Securities and Exchange Commission.

(f) All continuing disclosure filings under the Agreement shall be made in accordance with the terms and requirements of the MSRB at the time of such filing. Currently, the SEC has approved the submission of continuing disclosure filings with EMMA, and the MSRB has requested that such filings be made by transmitting such filings electronically to EMMA at www.emma.msrb.org.

Section 5. Accounting Principles. The financial 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 financial statements of the Obligor, as described in Section 3(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 in MSRB:

(1) non-payment related defaults;
(2) modifications to rights of Bondholders;
(3) bond calls;
(4) release, substitution or sale of property securing repayment of the Bonds;
(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 in 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 Bonds, 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 Bonds;
(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 B 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 Agreement. 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 Agreement.

Section 8. Failure to Disclose. If, for any reason, the Obligor fails to provide the audited financial statements or Annual Information as required by this Agreement, 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 C.

Section 9. Remedies.

(a) The purpose of this Agreement is to enable the Underwriters to purchase the Bonds by providing for an undertaking by the Obligor in satisfaction of the SEC Rule. This Agreement is solely for the benefit of (i) the Underwriters, and (ii) the Bondholders 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 Agreement 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 Bonds, the Indenture, the Lease 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 Agreement, any holder of Bonds 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 Bonds 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 Agreement may be pursued only by holders of not less than 25% in principal amount of Bonds then outstanding in any court of competent jurisdiction in the State of Indiana. An affidavit to the effect that such persons are holders of Bonds 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 Agreement, a holder of Bonds shall give notice to the Obligor and the Building Corporation, 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 Agreement if and to the extent the Obligor has failed to cure such breach.

Section 10. Modification of Agreement. The Obligor may, from time to time, amend or modify this Agreement without the consent of or notice to the holders of the 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 Obligor, or type of business conducted, (ii) this Agreement, 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 Bonds, as determined either by (A) nationally recognized bond counsel or (B) an approving vote of the holders of the Bonds pursuant to the terms of Article 11 of the Indenture at the time of such amendment or modification; or (b) such amendment or modification (including an amendment or modification which rescinds this Agreement) is permitted by the SEC Rule, as then in effect.

Section 11. Previous Undertakings. The Obligor hereby represents that it has, in the previous five years, failed to consistently comply in all material respects with its previous Undertakings. However, after notification of such failure to comply, the Obligor has previously remedied any deficiency and has been compliant, in all material respects, with its Undertakings since such prior deficiency.

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

Section 13. Severability Clause. In case any provision in this Agreement 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 Agreement made by the Obligor shall bind its successors, whether so expressed or not.

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

WHITKO COMMUNITY SCHOOL CORPORATION

_____

President, Board of School Trustees

_____

Secretary, Board of School Trustees

EXHIBIT A

CERTIFICATE RE: ANNUAL FINANCIAL INFORMATION DISCLOSURE

The undersigned, on behalf of the Whitko Community School Corporation, as the Obligor under the Continuing Disclosure Undertaking, dated April ___, 2014 (the "Agreement"), hereby certifies that the information enclosed herewith constitutes the Annual Information (as defined in the Agreement) which is required to be provided pursuant to Section 4(a)(2) of the Agreement.

Dated: _____.

WHITKO COMMUNITY SCHOOL CORPORATION

_____

DO NOT EXECUTE – FOR FUTURE USE ONLY

EXHIBIT B

CERTIFICATE RE: REPORTABLE EVENT DISCLOSURE

The undersigned, on behalf of the Whitko Community School Corporation, as Obligor under the Continuing Disclosure Undertaking, dated April ___, 2014 (the "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 Agreement.

Dated: _____.

WHITKO COMMUNITY SCHOOL CORPORATION

_____

DO NOT EXECUTE – FOR FUTURE USE ONLY

EXHIBIT C

NOTICE TO MSRB OF FAILURE TO FILE INFORMATION

Notice is hereby given that the Whitko Community School Corporation (the "Obligor") has not provided the Annual Information as required by Section 4(a)(2) of the Continuing Disclosure Undertaking, dated as of April ___, 2014.

Dated: _____

WHITKO COMMUNITY SCHOOL CORPORATION

_____

DO NOT EXECUTE – FOR FUTURE USE ONLY