

**NOTICE OF INTENT TO SELL BONDS**

**\$50,000,000**

**LAPORTE MULTI SCHOOL BUILDING CORPORATION  
(LAPORTE COUNTY, INDIANA)**

**AD VALOREM PROPERTY TAX FIRST MORTGAGE BONDS, SERIES 2017A**

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, the LaPorte Multi 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 LaPorte Multi School Building Corporation c/o H.J. Umbaugh & Associates Certified Public Accountants, LLP at 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana 46240, (317) 465-1500, (317) 465-1550 (facsimile) or by email to [pletcher@umbaugh.com](mailto:pletcher@umbaugh.com) or [shrestha@umbaugh.com](mailto:shrestha@umbaugh.com) on or before 2:00 p.m. (EST) July 28, 2017, 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 the sale. The notification shall be made by telephone at the number furnished by such person and also by e-mail, if an e-mail address has been received. It is anticipated that the sale will occur on or around 11:00 a.m. (EST) August 1, 2017.

At the time designated for sale, the Corporation will receive bids (i) at the office of its financial advisor, H.J. Umbaugh & Associates Certified Public Accountants, LLP, at 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana 46240, via mail, email or fax; or (ii) electronically via PARITY in accordance with this notice, and consider the same for the purchase of the following described Bonds:

Ad Valorem Property Tax First Mortgage Bonds, Series 2017A (the "Bonds") of the Corporation, an Indiana corporation, in the principal amount of \$50,000,000; Fully registered form; Denomination \$5,000 and integral multiples thereof; Originally dated the date of delivery of the Bonds; Bearing interest at a rate or rates to be determined by bidding, payable on July 15, 2018, 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 first day of the month of such interest payment date; Maturing or subject to mandatory redemption on January 15 and July 15 on the dates and in the amounts as follows:

PAYMENT DATE	PRINCIPAL	PAYMENT DATE	PRINCIPAL
January 15, 2019	\$ 225,000	July 15, 2029	\$1,365,000
July 15, 2019	1,025,000	January 15, 2030	1,380,000
January 15, 2020	1,025,000	July 15, 2030	1,405,000
July 15, 2020	935,000	January 15, 2031	1,420,000
January 15, 2021	940,000	July 15, 2031	1,440,000
July 15, 2021	945,000	January 15, 2032	1,460,000
January 15, 2022	955,000	July 15, 2032	1,480,000
July 15, 2022	960,000	January 15, 2033	1,505,000
January 15, 2023	965,000	July 15, 2033	1,525,000
July 15, 2023	1,200,000	January 15, 2034	1,540,000
January 15, 2024	1,210,000	July 15, 2034	1,565,000
July 15, 2024	1,225,000	January 15, 2035	1,590,000
January 15, 2025	1,230,000	July 15, 2035	1,605,000
July 15, 2025	1,245,000	January 15, 2036	1,630,000
January 15, 2026	1,255,000	July 15, 2036	1,955,000
July 15, 2026	1,270,000	January 15, 2037	1,985,000
January 15, 2027	1,285,000	July 15, 2037	1,960,000
July 15, 2027	1,300,000		
January 15, 2028	1,315,000		
July 15, 2028	1,335,000		
January 15, 2029	1,345,000		

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 July 15, 2027, at face value plus interest accrued to the date of redemption.

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 above 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 set forth above.

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 1/8th or 1/100th of 1%. The maximum interest rate on the Bonds shall not exceed five percent (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 bidder will be the one who offers the lowest total 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. 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.

Each bid may be submitted by fax at (317) 465-1550 or email to [pletcher@umbaugh.com](mailto:pletcher@umbaugh.com) or [shrestha@umbaugh.com](mailto:shrestha@umbaugh.com). If bids are submitted by mail, they should be addressed to the School Corporation, c/o H.J. Umbaugh & Associates Certified Public Accountants, LLP, 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana 46240, in a sealed envelope addressed to the Corporation and marked on the outside "Bid for Ad Valorem Property Tax First Mortgage Bonds, Series 2017A". Bids may also be submitted electronically via PARITY in accordance with this notice. To the extent any instructions or directions set forth in PARITY conflict with this notice, the terms of this notice shall control. For further information about PARITY, potential bidders may contact the School Corporation's financial advisor, H.J. Umbaugh & Associates, Certified Public Accountants, LLP at (574) 935-5178 or PARITY at (212) 849-5021.

A good faith deposit ("Deposit") in the form of cash or certified or cashier's check in the amount of one percent (1%) of the par amount of the Bonds 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. (EST) 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 U.S. Bank National Association, 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.

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 Taft Stettinius & Hollister LLP, bond counsel of Chicago, Illinois, 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 constructing school buildings and capital improvements at facilities owned or leased by the School Corporation and leasing such buildings to LaPorte Community School Corporation. All action has been taken and the Bonds are issued in compliance with the provisions of Indiana Code 20-47-3. The Bonds will be secured by a trust indenture to the Trustee and will be subject to the terms and provisions of said 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.

The property to be covered by the indenture has been leased for a period of 20 years to the LaPorte Community School Corporation through multiple leases. The leases provide for sufficient payments to provide for debt service on the bonds, 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 June 30, 2017. The rental payments on the leases by the School Corporation are payable out of ad valorem taxes to be collected on the taxable property within

the School Corporation. However, the School Corporation's collection of the levy may be limited by operation of INDIANA CODE 6-1.1-20.6. The Bonds are being issued on a parity basis with the Corporation's Ad Valorem Property Tax First Mortgage Bonds, Series 2010B, Ad Valorem Property Tax First Mortgage Bonds, Series 2013A, and Ad Valorem Property Tax First Mortgage Bonds, Series 2016.

After the sale of all Bonds issued by the Corporation to pay for the cost of said buildings, 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 an amount sufficient to cover certain fees and expenses of the Corporation, payable in equal semiannual installments. All bidders shall be deemed to be advised as to the provisions of the above-mentioned trust indenture and the leases and the provisions of Indiana Code 20-47-3.

The Bonds constitute an indebtedness only of the Corporation, payable in accordance with the terms of the above-mentioned indenture. 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. Within seven (7) business days of the sale, the Corporation will provide the successful bidder with 15 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 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.

#### ISSUE PRICE:

(a) The winning bidder shall assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix G to the Preliminary Official Statement, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Issuer and bond counsel. All actions to be taken by the Issuer to establish

the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(b) The Issuer intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the Issuer shall disseminate this Notice of Intent to Sell Bonds ("Notice") to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the Issuer may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the Issuer anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice.

Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

(c) In the event that the competitive sale requirements are not satisfied, the Issuer shall so advise the winning bidder. The Issuer may determine to treat (i) the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the Issuer if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The Issuer shall promptly advise the winning bidder, at or before the time of award of the Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the Issuer determines to apply the hold-the-offering-price rule to any maturity of the Bonds. **Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.**

(d) By submitting a bid, the winning bidder shall confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder. The winning bidder further shall agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(e) The winning bidder shall promptly advise the Issuer when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(f) The Issuer acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(g) By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution

agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

(h) Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice. Further, for purposes of this Notice:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a

partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

- (iv) “sale date” means the date that the Bonds are awarded by the Issuer to the winning bidder; and
- (v) “Closing” and “Closing Date” mean the day the Bonds are delivered to the successful bidder and payment is made thereon by the Issuer.

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 LaPorte Community School Corporation; William Kaminski, Newby, Lewis, Kaminski & Jones, LLP, attorney for the School Corporation; or M. Gregory Hunt Adams, CFO, LaPorte Community School Corporation, 1921 A Street, LaPorte, IN 46350. If bids are submitted by mail, they should be addressed to the Corporation, attention of H.J. Umbaugh & Associates, Certified Public Accountants, LLP, 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana 46240.

Dated this July 19, 2017.

/s/ SECRETARY, BOARD OF DIRECTORS  
LAPORTE MULTI SCHOOL BUILDING  
CORPORATION