

**REFUNDING
BOOK-ENTRY-ONLY**

**RATINGS: See "RATINGS" herein
Standard & Poor's: A+**

In the opinion of Ice Miller LLP, Indianapolis, Indiana, Bond Counsel, under existing laws, interest on the Bonds (as defined herein) is exempt from income taxation in the State of Indiana. See "TAX MATTERS," and Appendix B. INTEREST ON THE BONDS IS NOT EXCLUDABLE FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES.

\$4,705,000
INDIANA BOND BANK
TAXABLE SCHOOL SEVERANCE FUNDING REFUNDING BONDS,
SERIES 2012 B

Dated: Date of Delivery

Due as shown herein.

The Indiana Bond Bank Taxable School Severance Funding Refunding Bonds, Series 2012 B (the "Bonds") are issuable only as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Bonds will be made in book-entry-only form, in the denomination of \$5,000 and 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 is payable on January 15 and July 15 of each year commencing July 15, 2012, and such interest, together with the principal of the Bonds, will be paid directly to DTC by The Bank of New York Mellon Trust Company, N.A., Indianapolis, Indiana, as trustee (the "Trustee") under a Trust Indenture, dated as of June 1, 2012 (the "Indenture"), as defined and described herein, so long as DTC or its nominee is the registered owner of the Bonds. The Indiana Bond Bank (the "Bond Bank") may provide for payment of interest to any holder of Bonds in amounts aggregating \$1,000,000 or more by wire transfer or other method which is acceptable to the Trustee and the Bondholder. The final disbursement of such payments to the Beneficial Owner of the Bonds will be the responsibility of the DTC Direct Participants and the Indirect Participants, all as defined and more fully described herein under "THE BONDS - Book-Entry System."

The Bonds are authorized by a resolution adopted by the Board of Directors of the Bond Bank and are issued under and secured by the Indenture, all pursuant to the laws of the State of Indiana (the "State"), particularly Indiana Code 5-1.5 (the "Act"), for the purpose of providing funds to: (a) effect a current refunding of a portion of the Bond Bank's outstanding Taxable School Severance Funding Bonds Series 2, dated as of September 10, 2002, currently outstanding in the aggregate principal amount of \$19,385,000 (the "2002 Bonds"), which mature on and after July 15, 2012 (the "Refunded Bonds"), (b) pay a portion of the interest due on the Bonds on July 15, 2012 and (c) pay all costs incidental to or on account of the issuance of the Bonds and the refunding of the Refunded Bonds. The 2002 Bonds were issued in part to purchase a general obligation bond (the "Prior Qualified Obligation") of Avon Community School Corporation (the "Qualified Entity"), which Prior Qualified Obligation was issued to fund unfunded contractual liabilities for retirement or severance payments as of June 30, 2001.

Concurrently with the issuance of the Bonds, the Bond Bank will issue its Taxable School Severance Funding Refunding Bonds, Series 2012 A in the aggregate principal amount of \$14,115,000 (the "2012 A Bonds"). The 2012 A Bonds will be issued under and secured by a separate trust indenture in order to effect a current refunding of the remaining portion of the Refunded Bonds. The proceeds of the Bonds and the 2012 A Bonds, together with other available moneys, will be deposited into an irrevocable escrow account and used to pay the principal of, interest on and redemption price of the 2002 Bonds through the date fixed for redemption, thereby effecting a release and discharge of the Prior Indenture (as hereinafter defined) and a defeasance of the 2002 Bonds.

In connection with the issuance of the Bonds and as an inducement for the Bond Bank to undertake the refunding of the Refunded Bonds, the Qualified Entity will agree to waive its right to redeem its Prior Qualified Obligation prior to the maturity thereof (the "Call Rights"), and, in order to evidence the waiver of such Call Rights, the Qualified Entity will execute and deliver to the Bond Bank an amended qualified obligation (the "Amended Qualified Obligation"), which shall not be subject to redemption prior to maturity thereof. The Amended Qualified Obligation will be payable by the Qualified Entity from ad valorem property taxes to be collected on all taxable property within the boundaries of the Qualified Entity. See "Circuit Breaker Tax Credit" herein. In exchange for executing and delivering the Amended Qualified Obligation to the Bond Bank, the Bond Bank will (a) release, cancel and return the Prior Qualified Obligation to the Qualified Entity, and (b) provide the Qualified Entity with one or more credits against the principal and interest to become due on the Amended Qualified Obligation (collectively, the "Call Rights Waiver Credits"). At or prior to delivery of the Bonds, the Bond Bank will obtain a certification from an independent certified public accountant showing that the payments on the Amended Qualified Obligation (after taking into account the Call Rights Waiver Credits) will be sufficient to pay the principal of and interest on the Bonds when due.

The Bonds are not subject to optional redemption prior to maturity.

The Bonds maturing on January 15, 2019 and July 15, 2017 are subject to mandatory sinking fund redemption. See "THE BONDS -Mandatory Redemption."

The Bonds are payable by the Bond Bank solely from the revenues and other funds of the Bond Bank pledged therefor under the Indenture. Such revenues and funds include payments by the Qualified Entity on its Amended Qualified Obligation ("Qualified Obligation Payments"). See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

THE BONDS ARE LIMITED OBLIGATIONS OF THE BOND BANK PAYABLE SOLELY OUT OF THE REVENUES AND FUNDS OF THE BOND BANK PLEDGED THEREFOR UNDER THE INDENTURE, AS MORE FULLY DESCRIBED HEREIN. THE BONDS DO NOT CONSTITUTE A GENERAL OR MORAL OBLIGATION OF THE BOND BANK AND A DEBT SERVICE RESERVE WILL NOT BE MAINTAINED BY THE BOND BANK FOR THE BONDS. THE BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR LOAN OF THE CREDIT OF THE STATE OF INDIANA (THE "STATE") OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE QUALIFIED ENTITY, UNDER THE CONSTITUTION AND LAWS OF THE STATE OR A PLEDGE OF THE FAITH, CREDIT AND TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE QUALIFIED ENTITY. THE BOND BANK HAS NO TAXING POWER.

The Bonds are being offered by the Underwriters when, as and if issued by the Bond Bank and received by the Underwriters subject to prior sale, withdrawal or modification of the offer without notice, and to the approval of legality by Ice Miller LLP, Indianapolis, Indiana, Bond Counsel. Certain legal matters will be passed on for the Bond Bank by its General Counsel, Barnes & Thornburg LLP, Indianapolis, Indiana, and for the Underwriter by its counsel, Bose McKinney & Evans LLP, Indianapolis, Indiana. It is expected that the Bonds in definitive form will be available for delivery to DTC in New York, New York, on or about June 28, 2012.

City Securities Corporation

Raymond James | Morgan Keegan

Date June 15, 2012

\$4,705,000
INDIANA BOND BANK
TAXABLE SCHOOL SEVERANCE FUNDING REFUNDING BONDS, SERIES 2012 B

(Base CUSIP 454624)

Date	Principal Amount	Interest Rate	Price	CUSIP
07/15/2017	\$1,290,000	1.780%	100.000%	3X3
01/15/2019	1,740,000	1.540	100.000	3R6
07/15/2019	230,000	2.690	100.000	3S4
01/15/2020	235,000	2.820	100.000	3T2
07/15/2020	230,000	2.820	100.000	3U9
01/15/2021	240,000	3.170	100.000	3V7
07/15/2021	240,000	3.170	100.000	3W5
01/15/2022	245,000	3.520	100.000	3Y1
07/15/2022	255,000	3.520	100.000	3Z8

The Bonds are not subject to optional redemption prior to maturity. The Bonds maturing on January 15, 2019 and July 15, 2017 are subject to mandatory sinking fund redemption as shown herein.

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE BOND BANK OR BY THE UNDERWRITERS 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 ANY OF THE FOREGOING. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF ANY 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 AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE BOND BANK OR ANY OTHER PERSON SUBSEQUENT TO THE DATE AS OF WHICH SUCH INFORMATION IS PRESENTED.

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

UPON ISSUANCE, THE BONDS WILL NOT BE REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE BONDS OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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OFFICIAL STATEMENT

\$4,705,000

**Indiana Bond Bank
Taxable School Severance Funding Refunding Bonds,
Series 2012 B**

INTRODUCTION

The purpose of this Official Statement, including the cover page and the appendices, is to set forth certain information concerning the issuance and sale by the Indiana Bond Bank (the "Bond Bank") of its \$4,705,000 aggregate principal amount of Taxable School Severance Funding Refunding Bonds, Series 2012 B (the "Bonds"). The Bonds are authorized by a resolution adopted by the Board of Directors of the Bond Bank on March 13, 2012, and are issued under and secured by a Trust Indenture, dated as of June 1, 2012 (the "Indenture"), between the Bond Bank and The Bank of New York Mellon Trust Company, N.A., Indianapolis, Indiana, as trustee, registrar and paying agent (the "Trustee"), all pursuant to the laws of the State of Indiana (the "State"), particularly Indiana Code, Title 5-1.5 (the "Act"), to effect a current refunding of a portion of the Indiana Bond Bank Taxable School Severance Funding Bonds Series 2 (dated as of August 15, 2002), originally issued in the amount of \$32,280,000 and currently outstanding in the amount of \$19,385,000 (the "2002 Bonds"), which mature on and after July 15, 2012 (the "Refunded Bonds").

Concurrently with the issuance of the Bonds, the Bond Bank will issue its Taxable School Severance Funding Refunding Bonds, Series 2012 A in the aggregate principal amount of \$14,115,000 (the "2012 A Bonds"). The 2012 A Bonds will be issued under and secured by a separate trust indenture in order to effect a current refunding of the remaining portion of the Refunded Bonds. The proceeds of the Bonds and the 2012 A Bonds, together with other available moneys, will be deposited into an irrevocable escrow account and used to pay the principal of, interest on and redemption price of the 2002 Bonds through the date fixed for redemption, thereby effecting a release and discharge of the Prior Indenture (as hereinafter defined) and a defeasance of the 2002 Bonds.

The Refunding Program

The proceeds from the sale of the Bonds, together with proceeds from the 2012 A Bonds and other available funds, will be used to (a) provide funds to establish an irrevocable escrow to defease and refund all of the Refunded Bonds, (b) pay a portion of the interest on the Bonds due on July 15, 2012 and (c) pay for certain costs of issuance of the Bonds, including the Underwriters' discount. See the caption "PLAN OF REFUNDING" for a discussion of the Refunded Bonds. The 2002 Bonds were issued in part to provide for the purchase of the Prior Qualified Obligation (as hereinafter defined) issued by the Qualified Entity which is currently outstanding and listed in [Appendix A](#) (the "Prior Qualified Obligation").

The Bond Bank established a program (the "Original Program") to purchase the Prior Qualified Obligation issued by the Qualified Entity, which Prior Qualified Obligation was issued to fund existing unfunded contractual liabilities for retirement or severance payments (as of June 30, 2001), which constituted payments anticipated to be required to be made to employees of the Qualified Entity upon or after the termination of their employment by the Qualified Entity under an existing or previous employment agreement. The Bond Bank entered into a purchase agreement in connection with the issuance of the Prior Qualified Obligation (the "Original Purchase Agreement") governing the terms for the purchase of the Prior Qualified Obligation from the Qualified Entity. Pursuant to the terms of the Prior Qualified Obligation and the Original Purchase Agreement, the Qualified Entity has the right to redeem the Prior Qualified Obligation maturing on or after January 5, 2013 on any date on or after July 5, 2012 (the "Call Rights"). As of the date of issuance of the Bonds, the Qualified Entity will have waived its Call Rights by executing and delivering to the Bond Bank its Amended Qualified Obligation (as hereinafter defined) in the amount listed on [Appendix A](#) (the "Amended Qualified Obligation"). The Qualified Entity and the Bond Bank will enter into an amended purchase agreement in connection with the issuance of the Amended Qualified Obligation (the "Amended Purchase Agreement"). See "FORM OF AMENDED QUALIFIED ENTITY PURCHASE AGREEMENT" in [Appendix D](#). In exchange for executing and delivering the Amended Qualified Obligation to the Bond Bank, the Bond Bank will (a) release, cancel and return the Prior Qualified Obligation to the Qualified Entity,

and (b) provide the Qualified Entity with one or more credits against the principal and interest to become due on the Amended Qualified Obligation (collectively, the "Call Rights Waiver Credits"). At or prior to delivery of the Bonds, the Bond Bank will obtain a certification from an independent certified public accountant showing that the payments on the Amended Qualified Obligation (after taking into account the Call Rights Waiver Credits) will be sufficient to pay the principal of and interest on the Bonds when due. From the proceeds of the Bonds, the 2012 A Bonds and certain other funds on hand or in trust, the Bond Bank intends to refund all of the Refunded Bonds. Upon defeasance of the Refunded Bonds, the Prior Trustee (as defined in Appendix C) will release the Prior Qualified Obligation and the Bond Bank will pledge to the Trustee the Amended Qualified Obligation. Thereafter, the Amended Qualified Obligation will secure payment of the Bonds. See the caption "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS".

Security and Sources of Payment for the Bonds

The Bonds will be issued under and secured by the Indenture. The Bonds do not constitute a general or moral obligation of the Bond Bank. The Bond Bank will not maintain a debt service reserve for the Bonds and the provisions of Indiana Code 5-1.5-5, pertaining to a moral obligation of the Indiana General Assembly to replenish a debt service reserve, do not apply to the Bonds. Neither the faith, credit nor taxing power of the State or any political subdivision thereof, including the Qualified Entity, is pledged to the payment of the principal of or interest on the Bonds. The Bonds are not a debt, liability, or loan of the credit of the State or any political subdivision thereof, including the Qualified Entity. The Bond Bank has no taxing power and has only those powers and sources of revenue set forth in the Act. The Bonds are issued and secured separately from all other obligations issued by the Bond Bank.

The Bonds are secured by the pledge of the Trust Estate established under the Indenture (the "Trust Estate"), which includes (a) all right, title and interest of the Bond Bank in, to and under the Purchase Agreement and the Amended Qualified Obligation; (b) all right, title and interest in any and all other property, real, personal or mixed, from time to time conveyed, mortgaged, pledged, assigned or transferred as additional security under the Indenture by the Bond Bank or by anyone on behalf of the Bond Bank; (c) the proceeds from the sale of the Bonds; and (d) all revenues held in the Funds and Accounts under the Indenture. All Bonds will be secured equally and ratably by all of the foregoing. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

The principal source of payment on the Bonds will be the principal and interest payments received by the Bond Bank from the Qualified Entity under the Amended Qualified Obligation. The principal of and interest on the Amended Qualified Obligation are payable out of certain ad valorem property tax revenues as further described under the caption, "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Provisions for Payment of the Amended Qualified Obligation."

The Bond Bank

The Bond Bank is a separate body corporate and politic, constituting an instrumentality of the State for the public purposes set forth in the Act. The Bond Bank is not an agency of the State, but is separate from the State in its corporate and sovereign capacity and has no taxing power. The Bond Bank is governed by a Board of seven Directors, including the Treasurer of the State, who serves as Chairman Ex Officio, and the Director of the Indiana Finance Authority, who serves as a Director Ex Officio and five additional Directors, each appointed by the Governor of the State.

Under separate trust indentures and other instruments authorized under the Act, the Bond Bank has previously issued and had outstanding as of June 1, 2012, an aggregate principal amount of approximately \$1,994,059,660 in separate program obligations. Additionally, as of the date of this Official Statement, the Bond Bank is considering undertaking other types of financing for qualified entities for purposes authorized by and in accordance with the procedures set forth in the Act. The obligations issued by the Bond Bank in connection with any and all such financings, if any, will be secured separately from the Bonds and will not constitute Bonds under the Indenture or for purposes of this Official Statement.

The Act

Pursuant to the Act, the purpose of the Bond Bank is to assist "qualified entities," defined in the Act to include political subdivisions, as defined in Indiana Code 36-1-2-13, leasing bodies, as defined in Indiana Code 5-1-1-1(a), any commissions, authorities or authorized bodies of any qualified entity, and any organizations, associations or trusts with members, participants or beneficiaries that are all individually qualified entities. The Bond Bank provides such assistance through programs of, among other things, purchasing the bonds or evidences of indebtedness of such qualified entities. Under the Act, "qualified entities" include entities such as cities, towns, counties, school corporations, library corporations, special taxing districts and nonprofit corporations and associations which lease facilities or equipment to such entities. The Qualified Entity is a "qualified entity" within the meaning of the Act.

The Official Statement; Additional Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

The information contained under the caption "INTRODUCTION" is qualified by reference to this entire Official Statement, including the Appendices hereto. This introduction is only a brief description and a full review should be made of this entire Official Statement, including the appendices hereto, as well as the documents summarized or described in this Official Statement. The summaries of and references to all documents, statutes and other instruments referred to in this Official Statement do not purport to be complete and are qualified in their entirety by reference to the full text of each such document, statute or instrument. Certain terms used in this Official Statement are defined in Appendix C.

Information contained in this Official Statement with respect to the Bond Bank and the Qualified Entity and copies of the Indenture and the form of Purchase Agreement may be obtained from the Indiana Bond Bank, 2980 Market Tower, 10 West Market Street, Indianapolis, Indiana 46204. The Bond Bank's telephone number is (317) 233-0888.

The Bond Bank's financial statements can be found at its website at www.in.gov/tos/bond and are also available upon written request to the Bond Bank. In addition, certain other information concerning the Bond Bank is available to the Trustee and holders of the Bonds pursuant to the Indenture. See "CONTINUING DISCLOSURE."

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

The Bonds are limited obligations of the Bond Bank payable only out of the Trust Estate. The Indenture creates a continuing pledge of and lien upon the Trust Estate to secure the full and final payment of the principal of, and interest on, all of the Bonds. The Bonds do not constitute a debt, liability or loan of the credit of the State or any political subdivision thereof, including the Qualified Entity, under the constitution of the State or a pledge of the faith, credit and taxing power of the State or any political subdivision thereof, including the Qualified Entity. The Bond Bank has no taxing power. The Bonds do not constitute a general or moral obligation of the Bond Bank. The Bond Bank will not maintain a debt service reserve for the Bonds and the provisions of Indiana Code 5-1.5-5 do not apply to the Bonds. Indiana Code 5-1.5-5 pertains to the requirement that, if there is a deficiency in a debt service reserve fund securing obligations of the Bond Bank, the Chairman of the Bond Bank must certify the amount of such a deficiency to the Indiana General Assembly for its consideration on whether to appropriate funds to restore the debt service reserve fund to its requirement. However, no debt service reserve fund has been established under the Indenture, and, therefore, the provisions of Indiana Code 5-1.5-5 do not apply to the Bonds.

Under the Indenture, the Bonds are secured by a pledge to the Trustee of the Trust Estate, which includes (a) all right, title and interest of the Bond Bank in, to and under the Amended Qualified Obligation and the Purchase Agreement; (b) all right, title and interest in any and all other property, real, personal or mixed, from time to time conveyed, mortgaged, pledged, assigned or transferred as additional security under the Indenture by the Bond Bank or by anyone on behalf of the Bond Bank; (c) the proceeds from the sale of the Bonds; and (d) all revenues held in the Funds and Accounts under the Indenture. The payments with respect to the Amended Qualified Obligation have been structured, as of the date of issuance of the Bonds, to be sufficient along with earnings thereon (after giving

effect to the Call Rights Waiver Credits), and other money in the Funds and Accounts under the Indenture and the earnings thereon, to pay the principal of and interest on the Bonds when due.

The Qualified Entity and the Amended Qualified Obligation

The Refunded Bonds were issued in part to provide for the purchase of the Prior Qualified Obligation. From the proceeds of the Bonds, the 2012 A Bonds and certain other funds on hand or in trust, the Bond Bank intends to refund all of the Refunded Bonds. Upon defeasance of the Refunded Bonds, the Prior Trustee will release the Prior Qualified Obligation, and the Bond Bank will pledge to the Trustee as security for the Bonds, the Amended Qualified Obligation. Thereafter, the Amended Qualified Obligation will secure payment of the Bonds. The Amended Qualified Obligation is listed and further described in Appendix A. The Qualified Obligation Payments on the Amended Qualified Obligation have been structured to be sufficient along with earnings thereon (after giving effect to the Call Rights Waiver Credits), and along with other monies in the Funds and Accounts and earnings thereon, to pay the principal of and interest on the Bonds when due.

The Amended Qualified Obligation issued by the Qualified Entity and purchased by the Bond Bank is a general obligation bond of the Qualified Entity originally issued to fund existing unfunded contractual liabilities for retirement or severance payments (as of June 30, 2001), which constitute payments anticipated to be required to be made to employees of the Qualified Entity upon or after the termination of their employment by the Qualified Entity under an existing or previous employment agreement. See "THE ORIGINAL PROGRAM."

The Amended Qualified Obligation of the Qualified Entity is described as set forth in, Appendix A hereto. Certain information related to the Qualified Entity is also set forth in Appendix A. As of the date of the issuance of the Bonds, the Bond Bank will have entered into an Amended Purchase Agreement with the Qualified Entity to purchase their its Amended Qualified Obligation. See "FORM OF AMENDED QUALIFIED ENTITY PURCHASE AGREEMENT" in Appendix D.

If a school corporation fails to meet its requirements to pay debt service obligations when due, the State Treasurer may be required to pay the debt service obligations (as defined herein) from certain funds of the State which would otherwise be distributed to that school corporation. Pursuant to Indiana Code 20-48-1-11, (the "Indiana State Intercept Program") upon the failure of any school corporation to pay when due any of its debt service obligations, the State Treasurer, upon notification by any claimant, is required to make payment of those obligations from State funds to the extent of, but not in excess of, any amounts appropriated by the General Assembly, at its discretion, for that calendar year for distribution to that school corporation, and to deduct the amount of that payment from the amount to be so distributed to that school corporation. Pursuant to the Indenture and the Amended Purchase Agreement, the Trustee is to notify and demand payment immediately from the State Treasurer if the Qualified Entity should default in its obligation to pay the principal of or interest on the Amended Qualified Obligation when due. There can, however, be no assurance as to the levels or amounts that may from time to time be appropriated by the State General Assembly for school purposes or that this provision of the Indiana Code will not be repealed.

Provisions for Payment of the Amended Qualified Obligation

The Amended Qualified Obligation is a general obligation of the Qualified Entity, payable out of ad valorem property tax revenues to be collected on all of the taxable property within the boundaries of the Qualified Entity.

Under Indiana law, the Qualified Entity is required to levy a special tax, in addition to other taxes authorized by law, sufficient to produce each year the necessary funds with which to pay the principal of and interest on its bonds, including its Amended Qualified Obligation. The levy of taxes by the Qualified Entity to pay such principal and interest is mandatory.

Legislation Affecting Obligations of Indiana School Corporations Indiana State Intercept Program

Indiana Code 20-48-1-11 provides that the Indiana Department of Local Government Finance (the "DLGF") is, prior to the end of each calendar year, required to review the proposed bond and lease rental *ad valorem* tax levies of each school corporation for the next calendar year and the proposed appropriations for those levies to pay principal of and interest on the school corporation's outstanding general obligation bonds and to pay the school corporation's outstanding lease rental obligations (collectively "Debt Service Obligations") to be due and payable in

the next calendar year. The DLGF is to determine whether the proposed levies and appropriations are sufficient to pay the Debt Service Obligations. If it determines that the proposed levies and appropriations are insufficient to pay the Debt Service Obligations, then the DLGF is required to establish for the school corporation bond and lease rental levies and appropriations which are sufficient for the purpose. This section of the Indiana Code can be changed or repealed at any time.

Procedures for Property Assessment, Tax Levy and Collection

The debt service payments by the Qualified Entity are payable from special ad valorem property taxes required by law to be levied or on behalf of the Qualified Entity. 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 1st each year, the County Auditor must submit to each underlying taxing unit a statement of (i) the estimated assessed value of the taxing unit as of March 1st of that year, and (ii) an estimate of the taxes to be distributed to the taxing unit during the last six months of the current budget year. The estimated value is based on property tax lists delivered to the Auditor by the 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.

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 a later due date is established by order of the DLGF. If an installment of property taxes is not completely paid on or before the due date, a penalty of 10% of the amount delinquent is added to the amount due; unless the installment is completely paid within thirty (30) days of the due date and the taxpayer is not liable for delinquent property taxes first due and payable in a previous year for the same parcel, the amount of the penalty is five percent (5%) of the amount of the delinquent taxes. On May 10 and November 10 of each year thereafter, an additional penalty equal to 10% of any taxes remaining unpaid is added. The penalties are imposed only on the principal amount of the delinquency. Property becomes subject to tax sale procedures after 15 months of delinquency. The County Auditor distributes property 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 2012 Real Property Assessment Manual ("Manual"), as incorporated into 50 IAC 2.3 and the 2012 Real Property Assessment Guidelines, Version A ("Guidelines"), as adopted by the DLGF. The Manual defines "true tax value" as "the market value-in-use of property with the exception of agricultural land for its current use, as reflected by the utility received by the owner or a similar user, from the property." In the case of agricultural land, true tax value shall be the value determined in accordance with the Guidelines and IC 6-1.1-4-13. 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. The next reassessment is scheduled to be effective as of the March 1, 2012 assessment date and affects taxes payable beginning in 2013, and reassessments are scheduled to occur every four years thereafter. 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

Indiana Code Title 6, Article 1.1, Chapter 20.6 provides taxpayers with a 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 Title 6, Article 1.1, Chapter 12, Section 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 are limited to 2.0% of the gross assessed value of other residential property, agricultural property, and long-term care facilities; and 3.0% of the gross assessed value for other non-residential real property and personal property. Additional property tax limits are available to 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.

Indiana Code Title 6, Article 1.1, Chapter 20.6, Section 10, requires taxing units to fully fund the payment of outstanding debt service or lease rental obligations payable from ad valorem property taxes, 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. Indiana Code Title 6, Article 1.1, Chapter 20.6, Section 10, applicable to all political subdivisions, provides that if property tax revenues are not sufficient to pay debt service on bonds or leases payable from property taxes, the State must intercept local option income tax distributions and available distributions of other State monies for the benefit of bondholders. This application of property tax revenues may impact the ability of political subdivisions to provide existing levels of service and, in extreme cases, the ability to make debt service or lease rental payments.

The General Assembly has designated Lake County and St. Joseph County as "eligible counties" with the result that the property tax levy by political subdivisions for debt service on bonds issued prior to July 1, 2008 and lease rental payments for leases entered into prior to July 1, 2008 are outside of the circuit breaker calculation through December 31, 2019.

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.

The voters of the State, at the general election held on November 2, 2010, approved an amendment to the State Constitution, which includes provisions very similar to those which provide for the application of the Circuit Breaker Tax Credit (the "Amendment"). The Amendment has become part of the State Constitution with the effect that the General Assembly may not adopt a law which would provide for property taxes that exceed 1% of the gross assessed value of a homestead; 2% of the gross assessed valuation of agricultural property and other residential property; and 3% of all other real property and personal property in the State.

The Amendment provides 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 Amendment. In addition, under the Amendment, the General Assembly may, by law, provide that property taxes imposed in Lake and St. Joseph County 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 Amendment; provided that any such law may not apply after December 31, 2019. As discussed above, the General Assembly has enacted such a law, and it applies through and including December 31, 2019.

The Qualified Entity cannot predict the timing, likelihood or impact on property tax collections of any future judicial actions, amendments to the State Constitution, including legislation, regulations or rulings taken, promulgated or issued to implement the regulations, statutes or the Amendment described above or of future property tax reform in general. In addition, there can be no assurance as to future events or legislation that may impact such regulations or statutes or the Amendment or the collection of property taxes by the Qualified Entity.

According to the County abstracts, the Circuit Breaker Tax Credit allocable to the Qualified Entity for budget year 2010, when the Circuit Breaker Tax Credit was fully implemented, and for budget years 2011 and 2012, and as estimated for 2013, are shown in Appendix A for the Qualified Entity.

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.

Enforcement of Amended Qualified Obligation

As the owner of the Amended Qualified Obligation, the Bond Bank has available to it all remedies available to owners or holders of securities issued by the Qualified Entity. The Act provides that, upon the sale and delivery of the Amended Qualified Obligation to the Bond Bank, the Qualified Entity is deemed to have agreed that all statutory defenses to nonpayment are waived in the event that the Qualified Entity fails to pay principal of, or interest on, the Amended Qualified Obligation when due.

PLAN OF REFUNDING

Provision for Payment of the Refunded Bonds

A portion of the proceeds of the Bonds, together with proceeds of the 2012 A Bonds and other available moneys, will be held as uninvested cash to be held in escrow under the Escrow Agreement dated as of June 1, 2012 (the "Escrow Agreement") by and between the Bond Bank and The Bank of New York Mellon Trust Company, N.A., as Prior Trustee and escrow agent, to provide funds for the payment when due of the principal of, redemption premium, if any, and interest on the Refunded Bonds up to and including the date of redemption thereof, thereby effecting a release and discharge of the Prior Indenture and a defeasance of the 2002 Bonds.

THE ORIGINAL PROGRAM

General

Age discrimination laws, the rapid growth of many school corporations and market-driven increases in teachers' salaries caused significant increases with respect to the existing unfunded contractual retirement or severance liability of school corporations in the State. The contractual retirement or severance liability of a school corporation means the payments anticipated to be required to be made to employees of the school corporation upon or after the termination of their employment by the school corporation under an existing or previous employment agreement.

As a solution to this problem, the General Assembly enacted legislation authorizing school corporations to issue general obligation bonds to implement solutions to contractual retirement or severance liability. Originally, the General Assembly enacted, subsequently amended and later repealed Indiana Code 20-5-4-1.7. Following the repeal of Indiana Code 20-5-4-1.7, the General Assembly enacted Indiana Code 21-2-21-1.8, which has been recodified at Indiana Code 20-48-1-2. Bonds issued pursuant to Indiana Code 20-48-1-2 are payable out of ad valorem taxes to be collected on the taxable property within the boundaries of the school corporation. The school corporation's authority to issue such bonds is subject to the following limitations: (i) the school corporation did not issue bonds under Indiana Code 20-5-4-1.7 or issued bonds under Indiana Code 20-5-4-1.7 before April 14, 2003; (ii) the school corporation may issue such bonds only one time and the bonds have to be issued before July 1, 2006; (iii) the solution to which the bonds are contributing must be reasonably expected to reduce the school corporation's existing unfunded contractual liability for retirement or severance payments, as it existed on June 30, 2001; (iv) the amount of bonds that may be issued for the purpose described above may not exceed two percent of the true tax value of property in the school corporation as of the date the school corporation issued bonds under Indiana Code 20-5-4-1.7 minus the amount of bonds the school corporation issued under Indiana Code 20-5-4-1.7 before its repeal; and (v) each year that a debt service levy is needed to satisfy the payment obligations on the bonds, the school corporation must reduce its total property tax levy for the school corporation's transportation, school bus replacement, capital projects, or art association and historical society funds in an amount equal to the property tax levy needed for debt service on such general obligation bonds.

In order to facilitate the implementation of solutions to the contractual retirement or severance liability by the school corporations, the Bond Bank established the Original Program, pursuant to which it issued bonds, including the Refunded Bonds, and used the proceeds to purchase pools of such bonds issued by school corporations, including the Prior Qualified Obligation.

Program Participation and Borrowing Limits

To be considered for participation in the Original Program, the Qualified Entity submitted an application to the Bond Bank. Application information and data supplied by the Qualified Entity which was seeking to participate in the Original Program included among other things the following: the unaudited receipts and disbursements for certain calendar years; the anticipated receipts and disbursements for certain calendar years; a list of the ten largest taxpayers; tax collection history; historical and projected budget and levy information; and general economic and demographic information and data.

Upon receipt of its application for participation in the Original Program, the applying Qualified Entity was analyzed to determine, consistent with the purposes of the Bond Bank, whether the Qualified Entity would be recommended to participate in the Original Program. Such analysis consisted of an internal financial review undertaken by the Bond Bank and Crowe Horwath, LLP, the financial advisor to the Bond Bank at the time. The Qualified Entity, as more particularly described in Appendix A, applied for participation in the Original Program, was analyzed by the Bond Bank and its prior financial advisor and was approved for participation in the Original Program by the Board of Directors of the Bond Bank.

The amount which the Qualified Entity borrowed from the Bond Bank under the Original Program was approved by the DLGF. Based on documentation and estimates supplied by the Qualified Entity at or prior to the time of the issuance of the Refunded Bonds, the Bond Bank's prior financial advisor performed certain computations to verify that such amount did not exceed two percent of the true tax value of property within the boundaries of the Qualified Entity.

The Qualified Entity was required to represent and warrant certain matters to the Bond Bank in its Original Purchase Agreement in order to be eligible to participate in the Original Program. Similarly, in connection with the issuance of the Bonds, the Qualified Entity will again represent and warrant certain matters to the Bond Bank in its Amended Purchase Agreement. See "FORM OF AMENDED QUALIFIED ENTITY PURCHASE AGREEMENT" in Appendix D.

Refunding Bonds

Pursuant to the Indenture and the Act, the Bond Bank may issue refunding bonds ("Refunding Bonds") to refund all or any part of the Bonds which may be outstanding. Refunding Bonds will be issued in a principal amount sufficient, together with other moneys available therefor, to accomplish such refunding and to make such deposits required by the provisions of the Act, the Indenture and any Supplemental Indenture authorizing the issuance of the Refunding Bonds.

RISK FACTORS

Purchasers of the Bonds are advised of certain risk factors with respect to the delivery and payment of the Amended Qualified Obligation by the Qualified Entity, and delivery and payment of the Bonds. This discussion is not intended to be all-inclusive, and other risks may also be present.

The ability of the Bond Bank to pay principal of, and interest on, the Bonds depends upon the receipt by the Bond Bank of payments pursuant to the Amended Qualified Obligation, including interest at the rates provided therein, from the Qualified Entity which is obligated to make such payments to the Bond Bank (after giving effect to the Call Rights Waiver Credits), together with earnings on the amounts in the Funds and Accounts sufficient to make such payments. The Bond Bank will not maintain a debt service reserve for the Bonds and the provisions of Indiana Code 5-1.5-5 do not apply to the Bonds. Indiana Code 5-1.5-5 pertains to the requirement that, if there is a deficiency in a debt service reserve fund securing obligations of the Bond Bank, the Chairman of the Bond Bank must certify the amount of such a deficiency to the Indiana General Assembly for its consideration on whether to appropriate funds to restore the debt service reserve fund to its requirement.

Except as discussed above under "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Provisions for Payment of the Amended Qualified Obligation," there is no source of funds available to make up for any deficiencies in the event of one or more defaults by the Qualified Entity in such payments on the Amended Qualified Obligation. There can be no representation or assurance that the Qualified Entity will receive sufficient taxes or other revenues or otherwise have sufficient funds available to make its required payments on the Amended Qualified Obligation. The Qualified Entity is required by law to levy a tax sufficient to pay debt service on its Amended Qualified Obligation, although the receipt of such revenues by the Qualified Entity is subject to, among other things, future economic conditions, actions by creditors, delays in tax collections as a result of reassessment and other conditions which are variable and not certain of prediction. For a description of procedures for providing for the payment of the Amended Qualified Obligation, see the captions "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Provisions for Payment of the Amended Qualified Obligation," "— Procedures for Property Assessment, Tax Levy and Collection" and "THE ORIGINAL PROGRAM."

The remedies available to the Trustee, to the Bond Bank or to the owners of the Bonds upon the occurrence of an Event of Default under the Indenture or under the terms of the Amended Qualified Obligation purchased by the Bond Bank and the Amended Purchase Agreement 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 United States Bankruptcy Code), the remedies provided in the Indenture and under the Amended Purchase Agreement and the Amended Qualified Obligation may not be readily available or may be limited.

THE BONDS

General Description

The Bonds are issuable under the Indenture as fully registered bonds in denominations of \$5,000 or any integral multiple thereof. Each Bond will be dated the date of delivery and will bear interest from the most recent Interest Payment Date on which interest was paid prior to the date of authentication of such Bond, unless the Bond is authenticated on or before June 30, 2012, in which case interest will be paid from the original date of the Bond, or unless the Bond is authenticated after a Record Date but on or before the Interest Payment Date, in which case interest will be paid from the immediately succeeding Interest Payment Date.

The Bonds will be issued in the aggregate principal amount of \$4,705,000, and will mature and bear interest as set forth on the inside cover page of this Official Statement.

For so long as the Bonds are registered in the name of The Depository Trust Company ("DTC") or its nominee, payments of the principal of, premium, if any, and interest on the Bonds will be paid only to DTC or its nominee. Interest on the Bonds will be paid on each Interest Payment Date by wire transfer to DTC or its nominee. Principal will be paid to DTC or its nominee upon presentation and surrender of the Bonds at the principal office of the Trustee. Neither the Bond Bank nor the Trustee will have any responsibility for the Beneficial Owner's receipt from DTC or its nominee, or from any DTC Direct Participant or Indirect Participant, of any payments of principal or interest on the Bonds. See "THE BONDS — Book-Entry System."

If the Bonds are no longer registered in the name of DTC or its nominee, or any other clearing agency, interest on the Bonds will be payable semiannually on January 15 and July 15 of each year, commencing on the first Interest Payment Date after the Bonds are no longer so registered by check issued by the Paying Agent dated the due date and mailed one Business Day prior to each Interest Payment Date to the registered Owners as of the close of business on the most recent Record Date or by wire transfer to Owners of \$1,000,000 or more in principal amount of the Bonds upon written request of such owners. Principal will be payable on the maturity date of such Bond upon presentation of the Bond at the principal corporate trust office of the Trustee.

Optional Redemption

The Bonds are not subject to optional redemption prior to maturity.

Mandatory Redemption

The Bonds maturing on January 15, 2019 and July 15, 2017 are subject to mandatory sinking fund redemption prior to maturity at a price equal to the principal amount thereof, but without premium, plus accrued interest to the redemption date, on the dates indicated below:

2019 Term Bond

<u>Date</u>	<u>Principal Amount</u>
07/15/2012	\$245,000
01/15/2013	200,000
07/15/2013	205,000
01/15/2014	205,000
07/15/2014	210,000
01/15/2018	225,000
07/15/2018	225,000
01/15/2019*	225,000

* Final Maturity

2017 Term Bond

<u>Date</u>	<u>Principal Amount</u>
01/15/2015	\$210,000
07/15/2015	215,000
01/15/2016	215,000
07/15/2016	215,000
01/15/2017	220,000
07/15/2017*	215,000

* Final Maturity

The Trustee is required to credit against the mandatory sinking fund requirement for the Bonds maturing on January 15, 2019 and July 15, 2017 as set forth above, any Bonds of such maturity delivered to the Trustee for cancellation or purchased for cancellation by the Trustee and canceled by the Trustee and not theretofore applied as a credit against any redemption obligation. Each Bond of such maturity so delivered or canceled will be credited by the Trustee at one hundred percent (100%) of the principal amount thereof against the mandatory sinking fund obligation on such mandatory redemption date. Any amount in excess of such amount will be credited to future redemption obligations, and the principal amount of such Bonds of such maturity to be redeemed by operation of the mandatory sinking fund requirements will be accordingly reduced; provided, however, the Trustee will credit such Bond only to the extent they are received on or before 45 days preceding the applicable mandatory redemption date as set forth above.

Notice of Redemption

Notice of any redemption, identifying the Bonds to be redeemed, will be given by the Trustee at least 30 days but not more than 45 days prior to the Redemption Date by mailing a copy of the redemption notice by registered or certified mail to the registered Owner of each Bond to be redeemed at the address shown on the Bond Register.

For so long as the Bonds are registered in the name of DTC or its nominee, the Trustee will send notices of redemption of Bonds only to DTC or its nominee, in accordance with the preceding paragraph. Neither the Bond Bank nor the Trustee will have any responsibility for any Beneficial Owner's receipt from DTC or its nominee, or from any DTC Direct Participant or Indirect Participant, of any notices of redemption. See "THE BONDS — Book-Entry System."

Redemption Payments

Prior to the date fixed for redemption, there must be on deposit with the Trustee sufficient funds to pay the redemption price of the Bonds subject to redemption, together with the accrued interest on the Bonds to the redemption date. After the redemption date, if sufficient funds have been deposited with the Trustee, interest will cease to accrue on the Bonds that have been called for redemption.

For so long as the Bonds are registered in the name of DTC or its nominee, redemption payments on the Bonds will be paid by the Trustee only to DTC or its nominee, in accordance with the preceding paragraph. Neither the Bond Bank nor the Trustee will have any responsibility for any Beneficial Owner's receipt from DTC or its nominee, or from any DTC Direct Participant or Indirect Participant, of any redemption payments on any Bonds. See "THE BONDS — Book-Entry System."

Selection of Bonds for Redemption

If fewer than all of the Bonds are to be redeemed, the Bonds will be redeemed only in whole multiples of \$5,000. For purposes of redemption, each \$5,000 of principal will be considered as a Bond. If fewer than all of the Bonds will be called for redemption, the principal amount and maturity of the particular Bonds to be redeemed will be selected by the Bond Bank. The Trustee will select the particular Bonds to be redeemed by lot within a maturity in such manner as the Trustee may determine.

For so long as the Bonds are registered in the name of DTC or its nominee, the Trustee will select for redemption only Bonds or portions thereof registered in the name of DTC or its nominee, in accordance with the preceding paragraph. Neither the Bond Bank nor the Trustee will have any responsibility for selecting for redemption any Beneficial Owner's interests in the Bonds. See "THE BONDS — Book-Entry System."

Exchange and Transfer

The Bonds may be transferred or exchanged at the principal corporate trust office of the Trustee, to the extent and upon the conditions set forth in the Indenture, including the payment of a sum sufficient to cover any tax or other governmental charge for any such transfer or exchange that may be imposed upon the Bond Bank or the Trustee.

If any Bond is mutilated, lost, stolen or destroyed, the Bond Bank may issue and the Trustee may authenticate a new Bond in accordance with the provisions therefor in the Indenture including an indemnity satisfactory to both, and the Bond Bank and the Trustee may charge the holder or Owner of such Bonds for its reasonable fees and expenses in connection therewith, including the cost of having a replacement Bond printed.

For so long as the Bonds are registered in the name of DTC or its nominee, the Trustee will transfer and exchange Bonds only on behalf of DTC or its nominee, in accordance with the preceding paragraph. Neither the Bond Bank, nor the Trustee will have any responsibility for transferring or exchanging any Beneficial Owner's interests in the Bonds. See "THE BONDS — Book-Entry System."

Book-Entry System

The information provided in this caption has been provided by DTC. No representation is made by the Bond Bank, the Trustee or the Underwriters as to the accuracy or adequacy of such information provided by DTC or as to the absence of material adverse changes in such information subsequent to the date hereof.

The Depository Trust Company ("DTC"), New York, New York, will act as the depository for the Bonds. The Bonds will be issued as fully-registered Bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. The ownership of one fully-registered Bond for each maturity, each in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co.

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

Purchases of the 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, but Beneficial Owners are 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 or Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 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 affect 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 the 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 and tender notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an "Omnibus Proxy" to the Bond Bank, as soon as possible after the Record Date. The "Omnibus Proxy" assigns Cede & Co.'s consenting or voting rights to those DTC 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, redemption prices and purchase prices, respectively, 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 Trustee or the Bond Bank, on payable date in accordance with their respective holdings shown on DTC's records. Payments by DTC Participants to Beneficial Owners will be governed by standing instructions and customary practices, as in 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, the Trustee or the Bond Bank, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest, redemption prices and purchase prices to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee as well as the Bond Bank, as the case may be. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Bond Bank and the Trustee, as applicable. Under such circumstances, in the event that a successor securities depository is not obtained, the Bonds are required to be printed and delivered.

THE INFORMATION PROVIDED ABOVE HAS BEEN PROVIDED BY DTC. NO REPRESENTATION IS MADE BY THE BOND BANK, THE TRUSTEE OR THE UNDERWRITERS AS TO THE ACCURACY OR ADEQUACY OF SUCH INFORMATION PROVIDED BY DTC OR AS TO THE ABSENCE OF MATERIAL ADVERSE CHANGES IN SUCH INFORMATION SUBSEQUENT TO THE DATE HEREOF.

For so long as the Bonds are registered in the name of DTC or its nominee, Cede & Co., the Bond Bank and the Trustee will recognize only DTC or its nominee, Cede & Co., as the registered owner of the Bonds for all purposes, including payments, notices and voting.

The Trustee and the Bond Bank, with respect to the Bonds may decide to discontinue use of the system of book entry transfers through DTC (or a successor securities depository). Once the Bond Bank has requested that holders withdraw securities from DTC, DTC will notify its Participants of such request and such Participants may utilize DTC's withdrawal process to withdraw their Bonds from DTC. In the event a Participant utilizes DTC's withdrawal process, the Bonds will be printed and delivered.

Under the Indenture, payments made by the Trustee to DTC or its nominee will satisfy the Bond Bank's obligations under the Indenture to the extent of the payments so made.

Neither the Bond Bank, the Underwriters nor the Trustee will have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, its nominee or any DTC Participant or Indirect Participant with respect to any beneficial ownership interest in any Bond, (ii) the delivery to any DTC Participant or Indirect Participant or any other Person, other than an owner, as shown in the Bond Register, of any notice with respect to any Bond including, without limitation, any notice of redemption, tender, purchase or any event which would or could give rise to a tender or purchase right or option with respect to any Bond, (iii) the payment of any DTC Participant or Indirect Participant or any other Person, other than an owner, as shown in the Bond Register, of any amount with respect to the principal of, premium, if any, or interest on, or the purchase price of, any Bond or (iv) any consent given by DTC as registered owner.

Prior to any discontinuation of the book-entry only system described above, the Bond Bank and the Trustee may treat DTC as, and deem DTC to be, the absolute owner of the Bonds for all purposes whatsoever, including, without limitation, (i) the payment of principal of, premium, if any, and interest on the Bonds, (ii) giving notices of redemption and other matters with respect to the Bonds, (iii) registering transfers with respect to the Bonds and (iv) the selection of Bonds for redemption.

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds related to acquiring the Amended Qualified Obligation, refunding the Refunded Bonds, and paying costs incidental to the sale and delivery of the Bonds are estimated as shown below:

Sources of Funds:	
Principal Amount of Bonds	\$4,705,000.00
Funds on Hand	\$ 19,265.63
TOTAL SOURCES	\$4,724,265.63
Uses of Funds:	
Cost of Escrow*	\$4,613,719.00
Capitalized Interest	\$ 259.13
Cost of Issuance (including Underwriters' Discount)	\$ 110,287.50
TOTAL USES	\$4,724,265.63

* Cost of Escrow reflects only the portion of the Escrow funded from proceeds of the Bonds and certain funds on hand of the Bond Bank. Additional funds from proceeds of the 2012 A Bonds and other funds on hand of the Bond Bank will be deposited to the Escrow on the date of delivery of the Bonds. See "PLAN OF REFUNDING".

THE INDIANA BOND BANK

The Bond Bank was created in 1984, and is organized and existing under and by virtue of the Act as a separate body corporate and politic, constituting an instrumentality of the State for the public purposes set forth in the Act. The Bond Bank is not an agency of the State, but is separate from the State in its corporate and sovereign capacity and has no taxing power.

Powers Under the Act

Under the Act, the Bond Bank has a perpetual existence and is granted all powers necessary, convenient or appropriate to carry out its public and corporate purposes including, without limitation, the power to do the following:

1. Make, enter into and enforce all contracts necessary, convenient or desirable for the purposes of the Bond Bank or pertaining to a loan to or a lease or an agreement with a qualified entity, a purchase, acquisition or a sale of qualified obligations or other investments or the performance of its duties and execution of its powers under the Act;
2. Purchase, acquire or hold qualified obligations or other investments for the Bond Bank's own account or for a qualified entity at such prices and in a manner as the Bond Bank considers advisable, and sell or otherwise dispose of the qualified obligations or investments at prices without relation to cost and in a manner the Bond Bank considers advisable;
3. Fix and establish terms and provisions upon which a purchase or loan will be made by the Bond Bank;
4. Prescribe the form of application or procedure required of a qualified entity for a purchase or loan and enter into agreements with qualified entities with respect to each purchase or loan;
5. Render and charge for services to a qualified entity in connection with a public or private sale of any qualified obligation, including advisory and other services;
6. Charge a qualified entity for costs and services in review or consideration of a proposed purchase, regardless of whether a qualified obligation is purchased, and fix, revise from time to time, charge and collect other program expenses properly attributable to qualified entities;
7. To the extent permitted by the indenture or other agreements with the owners of bonds or notes of the Bond Bank, consent to modification of the rate of interest, time and payment of installments of principal or interest, security or any other term of a bond, note, contract or agreement of any kind to which the Bond Bank is a party;
8. Appoint and employ general or special counsel, accountants, financial advisors or experts, and all such other or different officers, agents and employees as it requires;
9. In connection with any purchase, consider the need for and desirability or eligibility of the qualified obligation to be purchased, the ability of the qualified entity to secure financing from other sources, the costs of such financing and the particular public improvement or purpose to be financed or refinanced with the proceeds of the qualified obligation to be purchased by the Bond Bank;
10. Temporarily invest moneys available until used for making purchases, in accordance with the indenture or any other instrument authorizing the issuance of bonds or notes; and
11. Issue bonds or notes of the Bond Bank in accordance with the Act bearing fixed or variable rates of interest in aggregate principal amounts considered necessary by the Bond Bank to provide funds for any purposes under the Act; provided, that the total amount of bonds or notes of the Bond Bank outstanding at any one time may not exceed any aggregate limit imposed by the Act,

currently fixed at \$1,000,000,000. Such aggregate limit of \$1,000,000,000 does not apply to (i) bonds or notes issued to fund or refund bonds or notes of the Bond Bank; (ii) bonds or notes issued for the purpose of purchasing an agreement executed by a qualified entity under Indiana Code 20-49-4; (iii) bonds, notes, or other obligations not secured by a reserve fund under Indiana Code 5-1.5-5; and (iv) bonds, notes, or other obligations if funds and investments, and the anticipated earned interest on those funds and investments, are irrevocably set aside in amounts sufficient to pay the principal, interest, and premium on the bonds, notes, or obligations at their respective maturities or on the date or dates fixed for redemption.

Under the Act, the Bond Bank may not do any of the following:

1. Lend money other than to a qualified entity;
2. Purchase a security other than a qualified obligation to which a qualified entity is a party as issuer, borrower or lessee, or make investments other than as permitted by the Act;
3. Deal in securities within the meaning of or subject to any securities law, securities exchange law or securities dealers law of the United States, the State or any other state or jurisdiction, domestic or foreign, except as authorized by the Act;
4. Emit bills of credit or accept deposits of money for time or demand deposit, administer trusts or engage in any form or manner, or in the conduct of, any private or commercial banking business or act as a savings bank, savings and loan association or any other kind of financial institution; or
5. Engage in any form of private or commercial banking business.

Organization and Membership of the Bond Bank

The membership of the Board of Directors of the Bond Bank (the "Board") consists of seven Directors: the Treasurer of State, serving as Chairman Ex Officio, the Director of the Indiana Finance Authority, appointed by the Governor and serving as Director Ex Officio, and five Directors appointed by the Governor of the State. Each of the five Directors appointed by the Governor must be a resident of the State and must have substantial expertise in the buying, selling and trading of municipal securities or in municipal administration or public facilities management. Each such Director will serve for a three-year term as set forth below. Upon expiration of such term, a Director will continue to serve until a successor is appointed and qualified. Each such Director is also eligible for reappointment and may be removed for cause by the Governor. Any vacancy on the Board is filled by appointment of the Governor for the unexpired term only.

The Board elects one Director to serve as Vice Chairman. The Board also appoints and fixes the duties and compensation of an Executive Director, who serves as both secretary and treasurer. The powers of the Bond Bank are vested in the Board of Directors, any four of whom constitute a quorum. Action may be taken at any meeting of the Board by the affirmative vote of at least four Directors. A vacancy on the Board does not impair the right of a quorum to exercise the powers and perform the duties of the Board.

Directors

The following persons, including those persons with the particular types of experience required by the Act, comprise the present Board:

Richard E. Mourdock, Treasurer of the State, February 10, 2007 to present and Chairman Ex Officio. Residence: Evansville, Indiana. President, R.E. Mourdock and Associates, LLC, 2001 to present; Vanderburgh County Commissioner, 1995 to 2002; Executive, Koester Companies, 1984 to 2000; Senior Geologist, Standard Oil Company, 1979 to 1984; Geologist, Amax Coal Company, 1974 to 1979.

Kendra York, Public Finance Director of the State, January 17, 2011 to present. Residence: Bargersville, Indiana. Indiana Finance Authority, Chief Operating Officer and General Counsel, 2007 to 2011; previously, attorney, of counsel, with Ice Miller LLP, municipal finance section; licensed to practice law in the states of Indiana and California.

William S. Konyha, Vice Chairman; term expires July 1, 2012. Residence: Wabash, Indiana. President & CEO, Economic Development Group of Wabash County, Inc., 2006 to present; Chairman, Indiana Main Street Council; Advisory Counsel, Office of Community and Rural Affairs; Governance Committee Member, Indiana Economic Development Association; Advisory Board, Ivy Tech State Community College.

Patrick F. Carr, Director; term expired July 1, 2011. Residence: Indianapolis, Indiana. President & Chief Financial Officer, Golden Rule Insurance Company, United Healthcare, 2010 to present; Golden Rule, Senior Vice President, Chief Financial Officer, 2005 to 2010; Mayflower Transit, Inc., President and CEO, 1995-2005; President of the Board, American Medical Insurance Company, 2006 to present; Treasurer of the Board, Center for Leadership, 2006 to present; Chairman of the Investment Committee, Catholic Community Foundation, 2009 to present; Board of Advisors, Langham Logistics, 2008 to present; Treasurer of Board of Directors, Legatus of Indiana, 1995 to present; Member of the Indiana CPA Society, American Institute of CPAs, and Financial Executive Institute.

Philip C. Belt, Director; term expires June 30, 2013. Residence: Indianapolis, Indiana. Senior Vice President and Chief Operating Officer, VMS BioMarketing, 2011 to present; Vice President, Private Equity, Credit Suisse, 2009 to 2011; Eli Lilly and Company, 1997 to 2009, Senior Director, Global Product Communications, 2008 to 2009; Senior Director, Corporate Communications, 2004 to 2008; Senior Director, Mergers and Acquisitions, 2000 to 2004; Director, Investor Relations, 1998 to 2000; Financial Manager/Financial Analyst, various roles, 1993 to 1997; Member of the Board of Elders, Church at the Crossing, 2004 to 2007.

Marni McKinney, Director, term expired July 1, 2004. Residence: Indianapolis, Indiana. Chairman, 2008 to present, Indiana Community Bank Advisory Board, M&I Marshall & Isley Bank; Vice President, 1984 to 1989, and Chairman of the Board, 1999 to 2008, First Indiana Bank; Vice Chairman and Chief Executive Officer, 1999 to 2005, and Chairman of the Board, 2005 to 2008, First Indiana Corporation; President and CEO, 1995 to 2000, The Somerset Group; Board of Directors, Fairbanks Hospital, Inc.; Board of Directors, Indiana State Symphony Society; Member, Advisory Panel of the Butler Business Accelerator; Member, Central Indiana Community Foundation Investment Committee; Member, Housing Trust Fund Advisory Committee of the City of Indianapolis.

J. Scott Davison, Director; term expires July 1, 2012. Residence: Zionsville, Indiana. Chief Financial Officer, One America Financial Partners, Inc., June 1, 2004 to present; Senior Vice President, Corporate Planning, July 1, 2002 to June 1, 2004; Vice President, Corporate Planning, December 1, 2000 to July 1, 2002; Senior Vice President and Chief Financial Officer, AUL Reinsurance Management Services, January 15, 2000 to December 1, 2000; Senior Vice President and Chief Financial Officer, Duncanson & Holt, Inc., October 1997 to January 15, 2000. Vice Chair, Indiana Sports Corporation, January 1, 2008 to present; Member of the Clarian Health Subcommittee on Investments, April 1, 2009 to present; Chairman of the Board for Camptown Inc., January 1, 2008 to present.

Although the expiration date of the term of two of the Directors has passed, the Act provides that the Director's term will not expire until the Director's successor is appointed and qualified. No such successors have been appointed and qualified.

The Board is authorized to appoint and fix the duties and compensation of an Executive Director, who serves as both secretary and treasurer of the Board. Lisa Cottingham was appointed Executive Director of the Indiana Bond Bank effective July 28, 2010. Ms. Cottingham previously served as Controller for the Indiana Department of Corrections and was Executive Director of the Bond Bank from January, 1992 to July, 1995.

OPERATION OF FUNDS AND ACCOUNTS

The Indenture creates and establishes the following Accounts of the General Fund held by the Trustee:

1. General Account
2. Redemption Account
3. Bond Issuance Expense Account

General Account

The Trustee will deposit in the General Account (a) \$259.13 of the proceeds of the Bonds to pay a portion of the interest due on the Bonds on July 15, 2012 and (b) all Revenues and all income or gain on Investment Securities attributable to any fund or account.

Moneys in the General Account of the General Fund will be disbursed as follows: (i) not later than 10:00 a.m., Indianapolis time, one (1) Business Day prior to each Interest Payment Date, to the Trustee such amounts as may be necessary to pay interest due to be paid on Outstanding Bonds on such Interest Payment Date; (ii) not later than 10:00 a.m., Indianapolis time, one (1) Business Day prior to each Interest Payment Date, to the Trustee such amounts as may be necessary, if any, to pay principal due to be paid on Outstanding Bonds on such Interest Payment Date; and (iii) as necessary to the Bond Bank amounts to pay Program Expenses.

Redemption Account

There will be deposited in the Redemption Account all moneys received upon the sale or optional or mandatory redemption (prior to maturity) of the Amended Qualified Obligation and all other moneys required to be deposited therein pursuant to the Indenture. Moneys in the Redemption Account will be distributed as follows: (i) on the last day of each month, to the General Account, an amount equal to the principal which would have been payable during the following month if the Amended Qualified Obligation had not been sold or redeemed prior to maturity, (ii) on the second Business Day prior to any Interest Payment Date, if amounts in the General Account are not sufficient to make the payments of principal and interest required to be made on such date, to the General Account amounts in the Redemption Account available for such transfer and not otherwise committed under the Indenture to the redemption of Bonds for which notice of redemption has been given; and (ii) after provision has been made for the payments required under (i) and (ii) above to (a) redeem Bonds of such maturity or maturities as may be directed by an Authorized Officer if such Bonds are then subject to redemption; (b) to the extent there are moneys in the Redemption Account, transferred to the General Account; (c) purchase Bonds of such maturity or maturities as directed by an Authorized Officer at the most advantageous price obtainable with reasonable diligence, whether or not such Bonds will then be subject to redemption; or (d) make investments of such moneys until the payment of the Bonds at their maturities or maturity in accordance with the Indenture. Such price may not, however, exceed the redemption price which would be payable on the next ensuing redemption date on which the Bonds so purchased are redeemable according to their terms unless the Trustee is provided with a Cash Flow Certificate as described in the Indenture. The Trustee will pay the interest accrued on any Bonds so purchased to the date of delivery thereof from the General Account and the balance of the purchase price from the Redemption Account, but no such purchase will be made by the Trustee within the period of sixty (60) days next preceding an Interest Payment Date or a date on which such Bonds are subject to redemption.

At the direction of the Bond Bank, the Trustee may transfer any amounts in the Redemption Account to the General Account of the General Fund provided that the Trustee is provided with a Cash Flow Certificate taking into account such transfer.

Bond Issuance Expense Account

The Trustee will deposit \$75,000 of the proceeds of the Bonds in the Bond Issuance Expense Account for the purpose of paying the costs associated with issuing the Bonds (other than the Underwriters' discount). Moneys in the Bond Issuance Expense Account will be disbursed to pay Costs of Issuance of the Bonds or to reimburse the Bond Bank for amounts previously advanced for such costs, upon the Trustee's receipt of acceptable invoices or requisitions. All funds in the Bond Issuance Expense Account which are not expended for Costs of Issuance prior to September 28, 2012 will be transferred to the General Account of the General Fund.

Amounts Remaining in Funds

Any amounts remaining in any Fund or Account after full payment of all of the Bonds outstanding under the Indenture and the fees, charges and expenses of the Trustee will be distributed to the Bond Bank, unless otherwise provided for in the Indenture.

Investment of Funds

Moneys held as a part of any Fund or Account (except the Redemption Account) under the Indenture will be invested and reinvested at all times as fully as reasonably possible by the Trustee in investments defined to be Investment Securities under the Indenture and in accordance with the provisions of the Act and the terms and conditions of the Indenture.

The Bond Bank will direct the Trustee (with such direction to be confirmed in writing) in the investment of such moneys. The Bond Bank will so direct the Trustee, and the Bond Bank and the Trustee will make all such investments of moneys under the Indenture, in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal.

All investments will be a part of the Fund or Account from which moneys were used to acquire such investments, and all income and profits on such investments will be deposited as received in the General Account. Any investment income, gains or losses will be charged to the Fund or Account from which moneys were employed to invest in the Investment Security, and the Trustee will not be liable for any investment losses so long as the Trustee complies with the provisions of the Indenture. Moneys in any Fund or Account will be invested in Investment Securities with maturity dates (or redemption dates determinable at the option of the owner of such Investment Securities) coinciding as nearly as practicable with the times at which moneys in such Funds or Accounts will be required for transfer or disbursement under the Indenture. The Trustee will sell and reduce to cash at the best price reasonably obtainable sufficient amounts of such Investment Securities in the respective Fund or Account as may be necessary to make up a deficiency in any amounts contemplated to be disbursed from such Fund or Account.

THE BONDS AS LEGAL INVESTMENTS

Under the Act, all financial institutions, investment companies, insurance companies, insurance associations, executors, administrators, guardians, trustees and other fiduciaries in the State may legally invest sinking funds, money or other funds belonging to or within the control of such fiduciaries in the bonds and notes of the Bond Bank issued under the Act, including the Bonds.

LITIGATION

Bond Bank

There is not now pending or, to the Bond Bank's knowledge, threatened any litigation (1) restraining or enjoining the issuance, sale, execution or delivery of the Bonds, (2) prohibiting the Bond Bank from purchasing the Amended Qualified Obligation with the proceeds of such Bonds, (3) in any way contesting or affecting the validity of the Bonds or (4) restraining or enjoining any proceedings of the Bond Bank taken with respect to the issuance or sale thereof or the pledge or application of any moneys or security provided for the payment of the Bonds. Neither the creation, organization or existence of the Bond Bank nor the title of any of the present Directors or other officers of the Bond Bank to their respective offices is being contested.

Qualified Entity

Prior to closing on the Bonds, the Bond Bank will receive a certification from the Qualified Entity described in Appendix D to the effect that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, pending or threatened against the Qualified Entity, wherein an unfavorable decision, ruling or finding would in any material respect adversely affect the transactions contemplated by the Qualified Entity's Amended Purchase Agreement.

TAX MATTERS

Interest on the Bonds is not excludable from gross income for federal income tax purposes. In the opinion of Ice Miller LLP, Bond Counsel, under law existing and in effect on the date of such opinion, interest on the Bonds is exempt from income taxation in the State of Indiana for all purposes. See "FORM OF BOND COUNSEL OPINION" in Appendix B. Indiana Code 6-5.5 imposes a franchise tax on certain taxpayers (as defined in Indiana Code 6-5.5) which, in general, include all corporations which are transacting the business of a financial institution in Indiana. Taxpayers should consult their own tax advisors regarding the impact of this legislation on their ownership of the Bonds.

The foregoing does not purport to be a comprehensive discussion of the tax consequences of owning the Bonds. Prospective owners of the Bonds should consult their own tax advisors with respect to the foregoing and other tax consequences of owning the Bonds.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Bonds by the Bond Bank are subject to the approval of Ice Miller LLP, Indianapolis, Indiana, Bond Counsel, whose approving opinion will be delivered with the Bonds substantially in the form attached as Appendix B hereto. Certain legal matters will be passed upon for the Bond Bank by its counsel, Barnes & Thornburg LLP, Indianapolis, Indiana. Certain legal matters will be passed upon for the Underwriters by their counsel, Bose McKinney & Evans LLP, Indianapolis, Indiana.

Bose McKinney & Evans LLP, Indianapolis, Indiana, serves as bond counsel to the Qualified Entity in connection with the execution and delivery of its Amended Qualified Obligation and will be passing on certain legal matters in connection therewith.

The remedies available to the Trustee, to the Bond Bank or to the owners of the Bonds upon an Event of Default under the Indenture, under the terms of the Amended Qualified Obligation purchased by the Bond Bank, under the terms of the Amended Purchase Agreement 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 United States Bankruptcy Code), the remedies provided in the Indenture and under the Amended Qualified Obligation or the Amended Purchase Agreement may not be readily available or may be limited. Under Federal and State environmental laws, certain liens may be imposed on property of the Bond Bank or the Qualified Entity from time to time, but the Bond Bank has no reason to believe, under existing law, that any such lien would have priority over the lien on the payments on the Amended Qualified Obligation pledged to owners of the Bonds under the Indenture or over the lien on the property taxes pledged to the owner of the Amended Qualified Obligation under its resolution. 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 bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the Qualified Entity, the State and the United States of America. These exceptions would encompass any exercise of the Qualified Entity's police powers in a manner consistent with the public health and welfare. Enforceability of the Indenture, the Amended Qualified Obligation or the Amended Purchase Agreement in situations where such enforcement may adversely affect public health and welfare may be subject to the police powers of the State or the Qualified Entity.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to 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.

RATINGS

Standard & Poor's Ratings Services ("S&P") has assigned a rating of "A+" to the Bonds. This rating reflects only the view of S&P. Such rating is not a recommendation to buy, sell or hold the Bonds. There is no assurance that such rating will remain in effect for any given period of time or that such rating will not be lowered or withdrawn entirely by S&P if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of the rating may have an adverse effect upon the market price or marketability of the Bonds.

UNDERWRITING

Under a bond purchase contract entered into between the Underwriters set forth on the cover page of this Official Statement and the Bond Bank, the Bonds are being purchased by the Underwriters for reoffering at an aggregate purchase price of \$4,669,712.50. The purchase price reflects the principal amount of the Bonds, less an aggregate Underwriters' discount of \$35,287.50. The bond purchase contract provides that the Underwriters will purchase all of the Bonds if any are purchased. The obligations of the Bond Bank to deliver the Bonds and of the Underwriters to accept delivery of the Bonds are subject to various conditions contained in the bond purchase contract.

On April 2, 2012, Raymond James Financial, Inc. ("RJF"), the parent company of Raymond James & Associates, Inc. ("Raymond James"), acquired all of the stock of Morgan Keegan & Company, Inc. from Regions Financial Corporation. Morgan Keegan & Company, Inc. and Raymond James are each registered broker-dealers. Both Morgan Keegan & Company, Inc. and Raymond James are wholly owned subsidiaries of RJF and, as such, are affiliated broker-dealer companies under the common control of RJF, utilizing the trade name "Raymond James | Morgan Keegan" that appears on the cover of this Official Statement. It is anticipated that the businesses of Raymond James and Morgan Keegan will be combined.

CONTINUING DISCLOSURE

General

The Qualified Entity will execute an amended and restated continuing disclosure agreement in favor of the Bond Bank (the "Qualified Entity Disclosure Agreement") relating to the Amended Qualified Obligation. Pursuant to the Qualified Entity Disclosure Agreement, the Qualified Entity will agree to annually provide the Bond Bank with certain financial information and operating data as well as certain material event notices as required by the Rule (collectively, the "Qualified Entity Disclosure"). Pursuant to the Qualified Entity Disclosure Agreement, the Bond Bank has agreed to file the Qualified Entity Disclosure with the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access ("EMMA") system.

The Bond Bank will also execute a continuing disclosure agreement (the "Bond Bank Disclosure Agreement") (see Appendix E "Form of Bond Bank Continuing Disclosure Agreement") for the benefit of the beneficial owners of the Bonds. Pursuant to the Bond Bank Disclosure Agreement, the Bond Bank agrees to provide to the MSRB, through EMMA, the Qualified Entity Disclosure. The disclosure obligations of the Bond Bank and the Qualified Entity are referred to herein as the "Undertakings."

The Undertakings will only be provided while the Bonds are outstanding or until the Bonds or the Amended Qualified Obligation are legally defeased, redeemed or paid in full.

Remedy

The purpose of the Undertakings is to enable the Underwriters to purchase the Bonds in satisfaction of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"). The Undertakings are solely for the benefit of the holders and Beneficial Owners of the Bonds. The sole remedy against the Bond Bank or the Qualified Entity for any failure to carry out any provision of the Undertakings will be for specific performance of the Bond Bank's or the Qualified Entity's disclosure obligations under the Undertakings. The Trustee may (and, at the request of the holders of at least 25% in aggregate principal amount of Outstanding Bonds, will), or any holder or Beneficial Owner of the Bonds, may seek a mandate or specific performance by court order, to cause the Bond Bank or the Qualified Entity to comply with its obligations under the Undertakings. For the purposes of this section only, "Beneficial Owner" means any person which (a) has

the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding any Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Bond for federal income tax purposes.

Failure on the part of the Bond Bank or the Qualified Entity to honor its Undertaking will not constitute a breach or default under the Bonds, the Indenture, the Amended Qualified Obligation or any other agreement to which the Bond Bank or the Qualified Entity is a party.

Modification of Undertakings

The Bond Bank, the Trustee and the Qualified Entity may, from time to time, amend any provision of the Undertakings without the consent of the holders or Beneficial Owners of the Bonds if: (a) such amendment (if related to certain provisions of the Undertakings) 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 Bond Bank or the Qualified Entity or type of business conducted, (b) the respective Undertaking, as so amended, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule on the date of execution thereof, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (c) such amendment either (i) is approved by the holders of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of holders or (ii) in the opinion of nationally recognized bond counsel, does not materially impair the interests of the holders or Beneficial Owners of the Bonds.

Copies of the Undertakings are available from the Bond Bank upon request.

Compliance with Previous Undertakings

In the previous five years, the Bond Bank has never failed to comply, in all material respects, with any previous undertakings in a written contract or agreement that the Bond Bank entered into pursuant to subsection (b)(5) of the Rule.

The Qualified Entity has not, in the previous five years, failed to comply in all material respects, with any previous undertakings in a written contract or agreement that it entered into pursuant to Subsection (b)(5) of the Rule.

MISCELLANEOUS

The Bond Bank's offices are located at 2980 Market Tower, 10 West Market Street, Indianapolis, Indiana 46204, telephone (317) 233-0888.

All quotations from, and summaries and explanations of, the Act, the Indenture, and the Amended Purchase Agreement contained in this Official Statement do not purport to be complete and reference is made to each such document or instrument for full and complete statements of its provisions. The attached Appendices are an integral part of this Official Statement and must be read together with all of the foregoing statements. Copies in a reasonable quantity of the Act, the Indenture, the form of Amended Purchase Agreement, and the supplemental materials furnished to the Bond Bank by the Qualified Entity may be obtained upon request directed to the Bond Bank.

The Bond Bank's financial statements can be found at its website at www.in.gov/tos/bond and are also available upon written request to the Bond Bank. In addition, certain other information concerning the Bond Bank is available to the Trustee and holders of the Bonds pursuant to the Indenture.

Neither any advertisement of the Bonds nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Bonds. So far as any statements are made in this Official Statement involving matters of opinion, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

This Official Statement has been duly approved, executed and delivered by the Bond Bank.

INDIANA BOND BANK

By: /s/ Richard E. Mourdock
Chairman Ex Officio

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APPENDIX A

**SUMMARY OF INFORMATION
REGARDING THE QUALIFIED ENTITY**

AVON COMMUNITY SCHOOL CORPORATION

General

Area	-	Avon Community School Corporation encompasses approximately 38 square miles in Hendricks County and includes Washington Township, the Town of Avon, and a portion of the Town of Plainfield.
Audit	-	The most recent audit by the State Board of Accounts was filed on March 9, 2011 for the period July 1, 2008 to June 30, 2010. The current audit period for the School Corporation began July 1, 2010 and concludes on June 30, 2012.

Enrollment

<u>School Year</u>	<u>Enrollment</u>
2011-2012	8,521
2010-2011	8,498
2009-2010	8,495
2008-2009	8,380
2007-2008	8,022

State Aid

<u>Year</u>	<u>Amount</u>
2012	\$ 45,644,224
2011	45,449,282
2010	44,600,152
2009	47,294,019 (1)
2008	25,791,818

(1) Increase due to the State's assumption of School General and Preschool/Special Education funds beginning in Pay 2009.

AVON COMMUNITY SCHOOL CORPORATION (Continued)

**Certified
Net Assessed Valuation**

<u>Pay Year</u>	<u>Net Assessed Valuation</u>
2012	\$ 2,004,722,293
2011	1,994,368,293
2010	2,043,517,146
2009	1,982,890,566 (1)
2008	2,462,060,657

(1) Decrease due to new supplemental homestead deduction effective in Pay 2009.

Property Taxes Levied and Collected

<u>Pay Year</u>	<u>Gross Levy</u>	<u>Total Collected</u>	<u>% Total Collected</u>
2011	\$ 40,353,037	\$ 33,211,169	82.30 % (1)
2010	34,611,050	31,078,996	89.80 (1)
2009	31,712,369 (2)	30,945,084	97.58
2008	45,969,135	44,405,942	96.60
2007	41,142,071	40,254,976	97.84

(1) Decrease due to Circuit Breaker Credit.

(2) Decrease in levy due to the State's assumption of School General and Preschool/Special Education funds beginning in Pay 2009.

Circuit Breaker

<u>Pay Year</u>	<u>Circuit Breaker Credit</u>
2013	\$ 5,659,909 (1)
2012	5,999,641 (1)
2011	6,685,367
2010	1,950,338 (2)

(1) Estimated.

(2) Net of School Levy Replacement Grant.

AVON COMMUNITY SCHOOL CORPORATION (Continued)

Ten Largest Taxpayers

<u>Taxpayer</u>	<u>Type/Business Product</u>	<u>Estimated 2011 Pay 2012 Assessed Valuation</u>	<u>% of Total Assessed Valuation</u>
Empirian Avon Creek LLC	Commercial	\$ 16,038,400	0.80 %
HR of Indiana LLC	Commercial	15,970,800	0.80
Harlan Bakeries Inc	Bakery	15,844,930	0.79
Washington Quarters	Commercial	14,806,600	0.74
Wal-Mart Real Estate Business	Retail	13,729,300	0.68
Meijer Stores Limited	Retail	13,393,100	0.67
Target Corporation	Retail	12,506,300	0.62
Lowe's Home Centers Inc.	Retail/Hardware	12,182,600	0.61
IU Health West Hospital	Health Care	10,900,900	0.54
Gables of Avon LLC	Commercial	10,515,400	0.52
Total Pay 2012			
Assessed Valuation		<u>\$ 2,004,722,293</u>	

Actual Receipts and Disbursements Calendar Year 2011

	<u>General</u>	<u>Debt Service</u>	<u>Transportation</u>	<u>Bus Replacement</u>	<u>Capital Projects</u>	<u>Pension Debt Service</u>
Receipts						
Property Taxes	\$ -	\$ 22,450,473	\$ 4,807,516	\$ 1,107,912	\$ 4,141,128	\$ 704,140
Bank & Excise	37,104	2,783,824	598,465	131,642	516,429	62,126
State Grants	46,175,997	-	-	-	-	-
Miscellaneous	2,977,359	438,201	393,800	26,323	166,459	8,850
Total	<u>\$ 49,190,460</u>	<u>\$ 25,672,498</u>	<u>\$ 5,799,781</u>	<u>\$ 1,265,877</u>	<u>\$ 4,824,016</u>	<u>\$ 775,116</u>
Disbursements	<u>\$ 49,090,648</u>	<u>\$ 24,876,604</u>	<u>\$ 6,008,526</u>	<u>\$ 1,200,592</u>	<u>\$ 4,620,884</u>	<u>\$ 947,494</u>

Year End Cash Balances

<u>Fund</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
General	\$ 3,846,367	\$ 3,746,555	\$ 3,902,505
Debt Service	3,987,657	3,191,763	4,336,977
Transportation	1,706,727	1,915,472	1,428,515
Bus Replacement	1,788,135	1,722,850	1,129,637
Capital Projects	797,621	594,489	1,537,325
Pension Debt Service	215,580	387,957	1,021,548

Current School Corporation Indebtedness

General Obligation Bonds Outstanding	\$	2,000,000
Pension Obligation Bonds Outstanding		7,625,000
Lease Obligation Bonds Outstanding		246,328,977
Veterans and Common School Fund Loans		<u>-</u>
 Total Outstanding Debt	 \$	 <u><u>255,953,977</u></u>
 Assessed Valuation (2011 Pay 2012)	 \$	 2,004,722,293
Debt as a % of Assessed Valuation		12.77 %

APPENDIX B

FORM OF BOND COUNSEL OPINION

Upon the delivery of the Bonds, Ice Miller LLP, as bond counsel, proposes to deliver an opinion in substantially the following form:

June 28, 2012

Indiana Bond Bank
Indianapolis, Indiana

Re: Indiana Bond Bank Taxable School Severance Funding Refunding Bonds, Series 2012 B
("Bonds")
Total Issue: \$4,705,000

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Indiana Bond Bank ("Bond Bank") of its Bonds, dated June 28, 2012, in the aggregate principal amount of \$4,705,000 pursuant to a Trust Indenture, dated as of June 1, 2012 ("Indenture"), between the Bond Bank and The Bank of New York Mellon Trust Company, N.A., as Trustee, Registrar and Paying Agent. We have examined the law and the certified transcript of proceedings of the Bond Bank relative to the authorization, issuance and sale of the Bonds and such other papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certified transcript of proceedings and other certificates of public officials and we have not undertaken to verify any facts by independent investigation.

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

1. The Bonds are valid and binding limited obligations of the Bond Bank enforceable in accordance with their respective terms and are payable from and secured only by the Trust Estate (as defined in the Indenture).
2. The Indenture is a valid and binding agreement of the Bond Bank, enforceable in accordance with its terms. The Indenture creates the valid pledge which it purports to create of the Trust Estate, subject to application to the purposes and on the conditions permitted by the Indenture.
3. Under statutes, decisions, regulations and rulings existing on this date, interest on the Bonds is exempt, from income taxation in the State of Indiana (the "State").

We express no opinion with respect to the laws of any jurisdiction other than the federal laws of the United States of America and the State. The opinion expressed above is based upon such laws as are in effect on the date hereof and we expressly disclaim any undertaking to advise you of any subsequent changes therein.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement dated June 15, 2012 or any other offering material relating to the Bonds, and we express no opinion relating thereto.

It is to be understood that the rights of the registered owners of the Bonds and the enforceability of the Bonds 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. We express no opinion with regard to particular remedies available to registered owners of the Bonds.

This opinion is being furnished to you for your sole use only in connection with this transaction, and no other party is entitled to rely on it without our written consent. The opinion expressed above expresses the professional judgment of the attorneys participating in the transaction as to the legal issues addressed herein. By rendering such opinion, the undersigned does not become an insurer or guarantor of that expression of professional judgment or of the transaction opined upon. Nor does the rendering of this opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Very truly yours,

APPENDIX C

DEFINITIONS

The following are definitions of certain terms used in this Official Statement (including its Appendices) and the Indenture:

"Accounts" means the accounts created pursuant to the Indenture.

"Act" means the provisions of Indiana Code 5-1.5, as from time to time amended.

"Amended Qualified Obligation" means the Qualified Obligation identified in the Indenture which is being executed and delivered by the Qualified Entity in order to evidence the waiver of its Call Rights, all in exchange for the Bond Bank agreeing to release, cancel and return the Prior Qualified Obligation and provide the Qualified Entity with the Call Rights Waiver Credit.

"Authorized Officer" means the Chairman, Vice Chairman or Executive Director of the Bond Bank or such other person or persons who are duly authorized to act on behalf of the Bond Bank.

"Bankruptcy Code" means the Bankruptcy Reform Act of 1978, as amended from time to time.

"Beneficial Owner" means any person that has or shares the power, directly or indirectly, to make investment decisions concerning the ownership of any Bonds (including any person holding Bonds through nominees, depositories or other intermediaries).

"Bond Bank" means the Indiana Bond Bank, a body corporate and politic, not a state agency, but an independent public instrumentality of the State exercising essential public functions, or any successor to its functions.

"Bond Bank's Disclosure Agreement" means the Continuing Disclosure Agreement from the Bond Bank to each Bondholder and Beneficial Owner, which contains certain promises of the Bond Bank, including providing notices of certain material events.

"Bondholder" or "holder of Bonds" or "owner of Bonds" or any similar term means the registered owner of any Bond.

"Bond Issuance Expense Account" means the account by that name created by the Indenture.

"Bonds" means the Indiana Bond Bank Taxable School Severance Funding Refunding Bonds, Series 2012 B, issued pursuant to the Indenture, and any Refunding Bonds.

"Call Rights" means the right of the Qualified Entity to redeem its Prior Qualified Obligation maturing on or after January 5, 2013, on any date on or after July 5, 2012.

"Call Rights Waiver Credits" means the credit against the Qualified Entity's obligation to pay principal of and interest on its Amended Qualified Obligation, which credit the Bond Bank has agreed to provide the Qualified Entity, all in accordance with the Purchase Agreement and the schedule to the Indenture, in exchange for the agreement from the Qualified Entity to waive its Call Rights on its Prior Qualified Obligation and to deliver its Amended Qualified Obligation.

"Cash Flow Certificate" means a certificate prepared by an accountant or firm of accountants in accordance with the provisions of the Indenture concerning anticipated Revenues and payments.

"Clearing Agency" means initially The Depository Trust Company, and its successors and assigns, including any surviving, resulting or transferee corporation, or any successor corporation that may be appointed in a

manner consistent with the Indenture and includes any direct or indirect participants of The Depository Trust Company.

"Costs of Issuance" shall mean items of expense payable or reimbursable directly or indirectly by the Bond Bank and related to the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, professional consultants' fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of the Bonds, bond or reserve fund insurance premiums, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and approved by the Bond Bank.

"Default" means an event or condition, the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default under the Indenture.

"Escrow Agreement" means the Escrow Agreement, dated as of June 1, 2012, between the Bond Bank and The Bank of New York Mellon Trust Company, N.A., as escrow agent and as Prior Trustee, providing for the defeasance of the Refunded 2002 Bonds.

"Escrow Account" means the Escrow Account created and established under the Escrow Agreement.

"Escrow Trustee" means The Bank of New York Mellon Trust Company, N.A., as trustee under the Escrow Agreement.

"Event of Default" means any occurrence of an event specified in the Indenture.

"Fees and Charges" means fees and charges established by the Bond Bank from time to time pursuant to the Act which are payable by the Qualified Entity.

"Fiscal Year" means the twelve-month period from July 1 through the following June 30.

"Funds" means the funds created pursuant to the Indenture.

"General Account" means the account by that name created by the Indenture.

"General Fund" means the fund by that name created by the Indenture.

"Governmental Obligations" means: (a) direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations"); (b) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America; (c) 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; or (d) evidences 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.

"Indenture" means the Trust Indenture, dated as of June 1, 2012, between the Bond Bank and The Bank of New York Mellon Trust Company, N.A., and all supplements and amendments hereto entered into pursuant to the terms thereof.

"Interest Payment Date" means any date on which interest is payable on the Bonds.

"Investment Earnings" means earnings and profits (after consideration of any accrued interest paid and/or amortization of premium or discount on the investment) on the moneys in the Funds and Accounts established under the Indenture.

"Investment Securities" means any of the following:

- (a) Governmental Obligations;
- (b) Federal Housing Administration debentures;
- (c) The listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:
 - (i) Federal Home Loan Mortgage Corporation (FHLMC);
 - (ii) participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts) - senior debt obligations;
 - (iii) Farm Credit Banks (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives) consolidated system-wide bonds and notes;
 - (iv) Federal Home Loan Banks (FHL Banks) consolidated debt obligations;
 - (v) Federal National Mortgage Association (FNMA) senior debt obligations and mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts);
 - (vi) Student Loan Marketing Association (SLMA) senior debt obligations (excluded are securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date);
 - (vii) Financing Corporation (FICO) debt obligations; and
 - (viii) Resolution Funding Corporation (REFCORP) debt obligations;
- (d) unsecured certificates of deposit, time deposits and bankers' acceptances (having maturities of not more than 30 days) of any bank, the short-term obligations of which are rated "A-1" or better by S&P;
- (e) deposits, the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks which have capital and surplus of at least \$5 million;
- (f) commercial paper (having original maturities of not more than 270 days) rated "A-1+" by S&P and "Prime-1" by Moody's;
- (g) money market funds rated "AAm" or "AAm-G" by S&P, or better, which funds may be funds of the Trustee or any of its affiliates;
- (h) "State Obligations," which means:
 - (i) 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 "A3" by Moody's and "A" by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated;

- (ii) direct general short-term obligations of any state agency or subdivision or agency thereof described in (i) above and rated "A-1+" by S&P and "MIG-1" by Moody's; and
- (iii) special revenue bonds (as defined in the Bankruptcy Code) of any state, state agency or subdivision described in (i) above and rated "AA" or better by S&P and "Aa" or better by Moody's;
- (i) pre-refunded municipal obligations rated "AAA" by S&P and "Aaa" by Moody's meeting the following requirements:
 - (i) the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;
 - (ii) the municipal obligations are secured by cash or United States Treasury Obligations, which may be applied only to payment of the principal of, interest and premium on such municipal obligations;
 - (iii) the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification");
 - (iv) the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;
 - (v) no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and
 - (vi) the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent;
- (j) repurchase agreements with: (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least "A" by S&P and Moody's; or (2) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least "A" by S&P and Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated "A" or better by S&P and Moody's, provided that:
 - (i) the market value of the collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach);
 - (ii) the Trustee or a third party acting solely as agent therefor or for the Bond Bank (the "Holder of the Collateral") has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);
 - (iii) the repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);
 - (iv) all other requirements of S&P in respect of repurchase agreements shall be met; and

(v) the repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must, at the direction of the Bond Bank or the Trustee, within 10 days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the Bond Bank or the Trustee;

notwithstanding the above, if a repurchase agreement has a term of 270 days or less (with no evergreen provision), collateral levels need not be as specified in (i) above, so long as such collateral levels are 103% or better and the provider is rated at least "A" by S&P and Moody's, respectively;

(k) investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company), the long-term debt of which, or, in the case of a guaranteed corporation, the long-term debt, or, in the case of a monoline financial guaranty insurance company, the claims paying ability, of the guarantor, is rated at least "AA" by S&P and "Aa" by Moody's; provided that, by the terms of the investment agreement:

(i) interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service on the Bonds;

(ii) the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days' prior notice, and the Bond Bank and the Trustee agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

(iii) the investment agreement shall state that it is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

(iv) the Bond Bank or the Trustee receives the opinion of domestic counsel that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, the Bond Bank or the Trustee;

(v) the investment agreement shall provide that if during its term:

(A) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3," respectively, the provider shall, at its option, within 10 days of receipt of publication of such downgrade, either: (i) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by means of entries on the provider's books) to the Bond Bank, the Trustee or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims, the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (ii) repay the principal of and accrued but unpaid interest on the investment; and

(B) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3," respectively, the provider must, at the direction of the Bond Bank or the Trustee, within 10 days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the Bond Bank or the Trustee;

(vi) the investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security

interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession); and

(vii) the investment agreement must provide that if during its term:

(A) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Bond Bank or the Trustee, be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Bond Bank or the Trustee, as appropriate; and

(B) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Bond Bank or the Trustee, as appropriate; and

(l) investment deposit agreements constituting an obligation of a bank, as defined by the Indiana Bank 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 three highest rating categories by S&P and Moody's.

"Moody's" means Moody's Investors Service or any successor thereto.

"Notice Address" means, with respect to the Qualified Entity, the Qualified Entity's address given in connection with the sale of its Qualified Obligation to the Bond Bank, and, with respect to the Bond Bank and the Trustee:

Bond Bank: Indiana Bond Bank
2980 Market Tower
Indianapolis, IN 46204
Attention: Chairman

Trustee: The Bank of New York Mellon Trust Company, N.A., as Trustee
300 North Meridian Street, Suite 910
Indianapolis, IN 46204
Attention: Corporate Trust Department

"Opinion of Bond Counsel" means an Opinion of Counsel by a nationally recognized firm experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law and which is acceptable to the Bond Bank and the Trustee.

"Opinion of Counsel" means a written opinion of Counsel addressed to the Trustee, for the benefit of the owners of the Bonds, who may (except as otherwise expressly provided in the Indenture) be Counsel to the Bond Bank or Counsel to the owners of the Bonds and who is acceptable to the Trustee.

"Outstanding" or "Bonds Outstanding" means all Bonds which have been authenticated and delivered by the Trustee under the Indenture, including Bonds held by the Bond Bank, except:

(i) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(ii) Bonds deemed paid under the Indenture; and

(iii) Bonds in lieu of which other Bonds have been authenticated under the Indenture or under any Supplemental Indenture.

"Principal Payment Date" means the maturity date or the mandatory sinking fund redemption date of any Bond.

"Prior Qualified Obligation" means the qualified obligation which was acquired by the Bond Bank in connection with the Program pursuant to the Prior Indenture and which will be released from the lien of the Prior Trust Estate upon the defeasance of the Refunded 2002 Bonds and will automatically be subject to the lien of the Trust Estate created herein; provided, however, pursuant to a Purchase Agreement, the Qualified Entity is executing and delivering the Amended Qualified Obligation, for the purpose of waiving its redemption rights under the Prior Qualified Obligation, and, upon the issuance of the Amended Qualified Obligation and the delivery thereof to the Bond Bank, the Prior Qualified Obligation of the Qualified Entity will be released.

"Prior Indenture" means the Trust Indenture, dated as of August 15, 2002, between the Bond Bank and the Prior Trustee, pursuant to which the 2002 Bonds were authorized and secured.

"Prior Trustee" means The Bank of New York Mellon Trust Company, N.A. (ultimate successor to Fifth Third Bank, Indiana), as trustee under the Prior Indenture.

"Program" means the program for purchasing Qualified Obligations by the Bond Bank pursuant to the Act.

"Program Expenses" means all of the fees and expenses of the Trustee, to the extent properly allocable to the Program.

"Purchase Agreement" means a Qualified Entity Purchase Agreement between the Bond Bank and a Qualified Entity, pursuant to which one or more Qualified Obligations are sold, executed or delivered to the Bond Bank.

"Purchase Contract" means the Bond Purchase Contract for the Bonds, between the Bond Bank and the Underwriters, dated June 15, 2012, which was authorized at the meeting of the Board of Directors of the Bond Bank on March 13, 2012.

"Qualified Entity" means an entity defined in Indiana Code 5-1.5-1-8, as amended from time to time, including the Qualified Entity identified in APPENDIX A to this Official Statement.

"Qualified Entity Disclosure Agreement" means the Amended and Restated Continuing Disclosure Agreement from the Qualified Entity to each Bondholder and Beneficial Owner of the Bonds, which contains certain promises of the Qualified Entity, including a promise to provide certain continuing disclosure.

"Qualified Obligation" means a Security (as that term is defined in the Act), including the Prior Qualified Obligation, which was acquired by the Bond Bank pursuant to the Prior Indenture, and the Amended Qualified Obligation, which has been acquired by the Bond Bank pursuant to the Indenture.

"Qualified Obligation Interest Payment" means that portion of a Qualified Obligation Payment which represents the interest due or to become due on a Qualified Obligation held by the Trustee pursuant to the Indenture.

"Qualified Obligation Payment" means the amounts paid or required to be paid, from time to time, for the principal of and interest on a Qualified Obligation held by the Trustee pursuant to the Indenture.

"Qualified Obligation Principal Payment" means that portion of a Qualified Obligation Payment which represents the principal due or to become due on a Qualified Obligation held by the Trustee pursuant to the Indenture.

"Record Date" means, with respect to any Interest Payment Date, the last day of the calendar month immediately preceding such Interest Payment Date.

"Redemption Account" means the account by that name created by the Indenture.

"Redemption Price" means, with respect to any Bond, the principal amount thereof, plus the applicable premium, if any, payable upon redemption prior to maturity.

"Refunded 2002 Bonds" means the portion of the 2002 Bonds maturing on and after July 15, 2012 in the amount of \$19,385,000.

"Refunding Bonds" means Bonds issued pursuant to the Indenture and any Supplemental Indenture.

"Revenues" means the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses of the Indenture, including, without limitation, all Qualified Obligation Payments.

"S&P" means Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, or any successor thereto.

"Series of Bonds" or "Bonds of a Series" or "Series" or words of similar meaning means any Series of Bonds authorized by the Indenture or by a Supplemental Indenture.

"State" means the State of Indiana.

"Supplemental Indenture" means an indenture supplemental to or amendatory of the Indenture, executed by the Bond Bank and the Trustee in accordance with the provisions of the Indenture.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., or any successor thereto under the Indenture.

"Trust Estate" means the property, rights and amounts pledged and assigned to the Trustee pursuant to the granting clauses of the Indenture.

"2012 A Bonds" means the Indiana Bond Bank Taxable School Severance Funding Refunding Bonds, Series 2012 A.

"2002 Bonds" means the Indiana Bond Bank Taxable School Severance Funding Bonds, Series 2, dated as of September 10, 2002, issued in the original aggregate principal amount of \$32,280,000 and currently outstanding in the aggregate principal amount of \$19,385,000, which were issued under and secured by the Prior Indenture.

"Underwriters" means, collectively, with regard to the Bonds, City Securities Corporation and Morgan Keegan & Company, Inc., or its successor in interest, acting on behalf of itself and as representative of Raymond James & Associates, Inc.

APPENDIX D-1

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

The following is a summary of certain additional provisions of the Indenture not otherwise discussed in this Official Statement. This summary is qualified in its entirety by reference to the Indenture. Capitalized terms not otherwise defined in this Official Statement shall have the meanings ascribed thereto in the Indenture.

GENERAL TERMS AND PROVISIONS OF BONDS

Nonpresentment of Bonds

In the event any Bond is not presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or as set forth in any Supplemental Indenture regarding deemed tenders or redemptions or otherwise, and if funds sufficient to pay such Bond have been made available to the Trustee for the benefit of the owner thereof, all liability of the Bond Bank to the owner thereof for the payment of such Bond will forthwith cease, terminate and be completely discharged, and thereupon it will be the duty of the Trustee to hold such funds uninvested for five (5) years, for the benefit of the owner of such Bond, without liability for interest thereon to such owner, who will thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under the Indenture or on, or with respect to, such Bond.

Any money so deposited with and held by the Trustee in trust for the payment of the principal of and interest on the Bonds and remaining unclaimed by any Bondholder for five (5) years after the due date of such principal or interest, will be applied by the Trustee in accordance with the Unclaimed Property Act, Indiana Code 32-34-1, as amended from time to time. Prior to the transfer of any such moneys to the Attorney General of the State in accordance with the Unclaimed Property Act, the Trustee will conduct searches in an effort to locate lost Bondholders using reasonable care to ascertain the correct addresses of all lost Bondholders in accordance with the rules governing registered transfer agents promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, but only if and so long as the Trustee is a registered transfer agent under those rules. Upon the transfer of such moneys to the Attorney General of the State in accordance with the Unclaimed Property Act, the Bond Bank and the Trustee will have no further responsibility or liability with respect to such moneys, and the Bondholders entitled to such principal or interest must look only to the State for payment, to the extent provided by law, and then only to the extent of the amounts so received by the State, without any interest thereon.

Other Obligations Payable from Revenues

The Bond Bank will grant no liens or encumbrances on or security interests in (other than those created by the Indenture), and, except for the Bonds, will issue no bonds or other evidences of indebtedness payable from, the Trust Estate.

Limitations on Obligations of Bond Bank

The Bonds, together with interest thereon, are limited obligations of the Bond Bank payable solely from the Revenues of the Bond Bank and will be a valid claim of the respective owners thereof only against the Funds and Accounts established under the Indenture and the Qualified Obligations acquired by the Trustee, all of which are assigned and pledged under the Indenture for the equal and ratable payment of the Bonds and will be used for no other purpose than the payment of the Bonds, except as may be otherwise expressly authorized in the Indenture. The Bonds do not constitute a debt or liability of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit of the State or any political subdivision thereof, but will be payable solely from the Revenues and funds pledged therefor in accordance with the Indenture. The issuance of the Bonds under the provisions of the Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for

their payment and such Bonds and the interest payable thereon do not now and will never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and will never constitute a charge against the credit or taxing power of the State or any political subdivision thereof. Neither the State nor any agent, attorney, member or employee of the State or the Bond Bank, will in any event be liable for the payment of the principal of, and premium, if any, or interest on the Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bond Bank. No breach by the Bond Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Bond Bank's agents, members, attorneys and employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof.

Immunity of Officers and Directors

No recourse will be had for the payment of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Indenture contained against any past, present or future officer, member, director, trustee, agent or employee of the Bond Bank or any officer, member, director, trustee, agent or employee of any successor entities thereto, as such, either directly or through the Bond Bank or any successor entities, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, trustees, agents or employees as such, is expressly waived and released as a condition of and consideration for the execution of the Indenture and issuance of such Bonds.

REVENUES, FUNDS AND ACCOUNTS

Creation of Funds and Accounts

The Indenture establishes a General Fund, consisting of the following accounts, all of which are to be held by the Trustee:

1. General Account
2. Redemption Account
3. Bond Issuance Expense Account

Deposit of Net Proceeds of Bonds, Revenues and Other Receipts

The Trustee will transfer and deposit the net proceeds from the sale of the Bonds, as follows:

1. \$75,000 will be deposited into the Bond Issuance Expense Account to pay the Costs of Issuance for the Bonds (other than the Underwriters' discount);
2. \$4,594,453.37 will be transferred to the Escrow Trustee for deposit into the Escrow Account created under the Escrow Agreement, which, together with proceeds of the 2012 A Bonds and other moneys held under the Prior Indenture and transferred into the Escrow Account, will be used to defease and redeem the Refunded 2002 Bonds; and
3. \$259.13 will be deposited into the General Account to pay a portion of the interest due on the Bonds on July 15, 2012.

The Trustee will deposit all Revenues and all other receipts (except the proceeds of any series of Bonds (unless specifically authorized by the Indenture) and money received from the sale or redemption prior to maturity of Qualified Obligations) into the General Account of the General Fund or such other Funds or Accounts as provided in the Indenture or any Supplemental Indenture, and will deposit any money received from the sale or redemption prior to maturity of Qualified Obligations into the Redemption Account. The Trustee will deposit the proceeds from any Refunding Bonds in the manner provided in the Supplemental Indenture authorizing the issuance thereof.

OPERATION OF FUNDS AND ACCOUNTS

General Account

The Trustee will deposit into the General Account all money required to be deposited therein by the Indenture for the purpose of paying all or a portion of the interest to become due on any series of Bonds from time to time. The Trustee will also deposit in the General Account all Revenues and all income or gain on Investment Securities attributable to any fund or account.

Moneys in the General Account of the General Fund will be disbursed in the following order of priority: (i) not later than 10:00 a.m., Indianapolis time, one (1) Business Day prior to each Interest Payment Date, to the Trustee such amounts as may be necessary to pay principal and interest due to be paid on Outstanding Bonds on such Interest Payment Date; (ii) as necessary to the Bond Bank amounts to pay Program Expenses but only to the extent contemplated in the most recent Cash Flow Certificate; and (iii) after making such preceding deposits and disbursements and after the Trustee makes a determination of the amounts reasonably expected to be received in the form of Qualified Obligation Payments under the Indenture in the next succeeding 12 months, to any other fund or account maintained by the Bond Bank (regardless of whether such fund or account is subject to the lien of the Indenture) all moneys in the General Fund which, together with such expected receipts for the succeeding 12 months, are in excess of the amounts needed to pay principal of and interest on the Bonds within the succeeding 12-month period. No such moneys will be so transferred unless the Bond Bank provides the Trustee with a Cash Flow Certificate to the effect that after such transfer, Revenues expected to be received, together with moneys expected to be held in the Funds and Accounts, will at least equal debt service on all Outstanding Bonds along with Program Expenses, if any.

Redemption Account

There will be deposited in the Redemption Account all moneys received upon the sale or optional or mandatory redemption (prior to maturity) of any Qualified Obligations and all other moneys required to be deposited therein pursuant to the Indenture. Moneys in the Redemption Account will be distributed as follows: (i) on the last day of each month, to the General Account, an amount equal to the principal which would have been payable during the following month if such Qualified Obligations had not been sold or redeemed prior to maturity, (ii) on the second Business Day prior to any Interest Payment Date, if amounts in the General Account are not sufficient to make the payments of principal and interest required to be made on such date, to the General Account amounts in the Redemption Account available for such transfer and not otherwise committed under the Indenture to the redemption of Bonds for which notice of redemption has been given; and (iii) after provision has been made for the payments required under (i) and (ii) above to (a) redeem Bonds of such maturity or maturities as may be directed by an Authorized Officer if such Bonds are then subject to redemption; (b) to the extent there are moneys in the Redemption Account, transferred to the General Account; (c) purchase Bonds of such maturity or maturities as directed by an Authorized Officer at the most advantageous price obtainable with reasonable diligence, whether or not such Bonds will then be subject to redemption; or (d) make investments of such moneys until the payment of the Bonds at their maturities or maturity in accordance with the Indenture. Such price may not, however, exceed the redemption price which would be payable on the next ensuing redemption date on which the Bonds so purchased are redeemable according to their terms unless the Trustee is provided with a Cash Flow Certificate as described in the Indenture. The Trustee will pay the interest accrued on any Bonds so purchased to the date of delivery thereof from the General Account and the balance of the purchase price from the Redemption Account, but no such purchase will be made by the Trustee within the period of sixty (60) days next preceding an Interest Payment Date or a date on which such Bonds are subject to redemption.

In the event the Trustee is unable to purchase Bonds in accordance with the subparagraph (iii)(c) hereof, then, subject to any restrictions on redemption set forth in the Indenture, the Trustee will call for redemption on the next ensuing redemption date such amount of Bonds of such maturity or maturities as directed by an Authorized Officer as, at the Redemption Price thereof, will exhaust the Redemption Account as nearly as may be possible. Such redemption will be made pursuant to the provisions of the Indenture. The Trustee will pay the interest accrued on the Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

At the direction of the Bond Bank, the Trustee may transfer any amounts in the Redemption Account to the General Account of the General Fund provided that the Trustee is provided with a Cash Flow Certificate taking into account such transfer.

Bond Issuance Expense Account

The Trustee will deposit into the Bond Issuance Expense Account all money required to be deposited therein by the Indenture for the purpose of paying the costs associated with issuing the Bonds (other than the Underwriters' discount). Moneys in the Bond Issuance Expense Account will be disbursed to pay Costs of Issuance of the Bonds or to reimburse the Bond Bank for amounts previously advanced for such costs, upon the Trustee's receipt of acceptable invoices or requisitions. All funds in the Bond Issuance Expense Account which are not expended for Costs of Issuance prior to September 28, 2012 will be transferred to the General Account of the General Fund.

Amounts Remaining in Funds

Any amounts remaining in any Fund or Account after full payment of all of the Bonds outstanding under the Indenture and the fees, charges and expenses of the Trustee will be distributed to the Bond Bank, unless otherwise provided for in the Indenture.

Investment of Funds

Moneys held as a part of any Fund or Account (except the Redemption Account) under the Indenture will be invested and reinvested at all times as fully as reasonably possible by the Trustee in investments defined to be Investment Securities under the Indenture and in accordance with the provisions of the Act and the terms and conditions of the Indenture.

The Bond Bank will direct the Trustee (with such direction to be confirmed in writing) in the investment of such moneys. The Bond Bank will so direct the Trustee, and the Bond Bank and the Trustee will make all such investments of moneys under the Indenture, in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal.

All investments will be a part of the Fund or Account from which moneys were used to acquire such investments, and all income and profits on such investments will be deposited as received in the General Account. Any investment income, gains or losses will be charged to the Fund or Account from which moneys were employed to invest in the Investment Security, and the Trustee will not be liable for any investment losses so long as the Trustee complies with the provisions of the Indenture. Moneys in any Fund or Account will be invested in Investment Securities with maturity dates (or redemption dates determinable at the option of the owner of such Investment Securities) coinciding as nearly as practicable with the times at which moneys in such Funds or Accounts will be required for transfer or disbursement under the Indenture. The Trustee will sell and reduce to cash at the best price reasonably obtainable sufficient amounts of such Investment Securities in the respective Fund or Account as may be necessary to make up a deficiency in any amounts contemplated to be disbursed from such Fund or Account.

BOND BANK COVENANTS

Covenants Concerning the Program

In order to provide for the payment of the principal of, premium if any, and interest on the Bonds and of Program Expenses, the Bond Bank will from time to time, with all practical dispatch and in a sound and economical manner in accordance with the Act, the Indenture and sound banking practices and principals (i) do all acts and things as are necessary to receive and collect Revenues (including the enforcement of the prompt collection of any arrears on all Qualified Obligation Payments), and (ii) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Bond Bank to protect the rights of the Bond Bank with respect to the

Qualified Obligations and to enforce all terms, covenants and conditions of the Qualified Obligations. Whenever necessary in order to provide for the payment of principal of and interest on the Bonds, the Bond Bank will also commence appropriate remedies with respect to any Qualified Obligation which is in default.

Accounts and Reports

The Bond Bank will keep proper and separate books of records and accounts in which complete and correct entries will be made of its transactions relating to the Funds and Accounts established by the Indenture. Such books, and all other books and papers of the Bond Bank, and all Funds and Accounts will at all reasonable times be subject to the inspection of the Trustee and the owners of an aggregate of at least 5% in principal amount of Bonds then Outstanding or their representatives duly authorized in writing.

Before the twentieth day of each month, the Trustee will provide the Bond Bank with a statement of the amounts on deposit in each Fund and Account as of the first day of that month and the total deposits to and withdrawals from each Fund and Account during the preceding month. The Bond Bank may provide for less frequent statements so long as such statements are supplied no less frequently than quarterly.

Covenants with Respect to Qualified Obligations

With respect to the Qualified Obligations, the Bond Bank covenants as follows:

(a) Not to permit or agree to any material change in any Qualified Obligation (other than ones for which consent of the Bond Bank is not required) unless the Bond Bank supplies the Trustee with a Cash Flow Certificate to the effect that, after such change, Revenues expected to be received in each Fiscal Year, together with moneys expected to be held in the Funds and Accounts, will at least equal debt service on all Outstanding Bonds along with Program Expenses, if any in each such Fiscal Year.

(b) To the extent that such action would not adversely affect the validity of the Qualified Obligation or other obligations of the Qualified Entity, the Bond Bank will pursue the remedies set forth in the Act, particularly Indiana Code 5-1.5-8-5, for the collection of deficiencies in Qualified Obligation Payments on any Qualified Obligation by collection of such deficiencies out of certain State funds payable but not yet paid to a defaulting Qualified Entity.

(c) To enforce or authorize the enforcement of all remedies available to the Bond Bank as the owner or holder of the Qualified Obligations, unless the Bond Bank provides the Trustee with a Cash Flow Certificate to the effect that, if such remedies are not enforced, Revenues expected to be received in each Fiscal Year, together with moneys expected to be held in the Funds and Accounts, will at least equal debt service on all Outstanding Bonds in each such Fiscal Year; provided, however, that decisions as to the enforcement of remedies will be within the sole discretion of the Trustee.

(d) Not to sell or dispose of the Qualified Obligations, unless the Bond Bank first provides the Trustee with a Cash Flow Certificate to the effect that, after such sale, Revenues expected to be received in each Fiscal Year, together with moneys expected to be held in the Funds and Accounts, minus any proceeds of such sale or disposition transferred from any Fund or Account, will at least equal debt service on all Outstanding Bonds along with Program Expenses, if any, in each such Fiscal Year.

Annual Budget

The Bond Bank will adopt and file with the Trustee, upon the written request of the Trustee, and appropriate State officials under the Act an annual budget covering its fiscal operations for the succeeding Fiscal Year not later than July 1 of each year. The annual budget will be open to inspection by any Owner of Bonds. In the event the Bond Bank does not adopt an annual budget for the succeeding Fiscal Year on or before July 1, the budget for the preceding Fiscal Year will be deemed to have been adopted and be in effect for the succeeding Fiscal Year until the annual budget for such Fiscal Year has been duly adopted. The Bond Bank may at any time adopt an amended annual budget in the manner then provided in the Act.

Monitoring Investments

The Bond Bank covenants and agrees to regularly review the investments held by the Trustee in the Funds and Accounts for the purpose of assuring that the Revenues derived from such investments are sufficient, together with other anticipated Revenues, to provide for the payment of the debt service on Outstanding Bonds.

Cash Flow Certificates

At any time that the provisions of the Indenture require that a Cash Flow Certificate be prepared, such certificate will set forth:

1. the Revenues expected to be received on all Qualified Obligations purchased with proceeds of the Bonds or with Revenues expected to be available for the purpose of financing the purchase of additional Qualified Obligations;
2. all other Revenues, including the interest to be earned and other income to be derived from the investment of the Funds and Accounts and the rate or yields used in estimating such amounts;
3. all moneys expected to be in the Funds and Accounts;
4. the debt service due on all Bonds expected to be Outstanding during each Fiscal Year; and
5. the amount, if any, of Program Expenses expected to be paid from the Revenues.

In making any Cash Flow Certificate, the accountant or firm of accountants may contemplate the payment or redemption of Bonds for the payment or redemption of which amounts have been set aside in the Redemption Account. The issuance of Bonds, the making of transfers from one Fund to another and the deposit of amounts in any Fund from any other source may be contemplated in a Cash Flow Certificate only to the extent that such issuance, deposit or transfer has occurred prior to or will occur substantially simultaneously with the delivery of such Cash Flow Certificate. The accountant or firm of accountants will also supply supporting schedules appropriate to show the sources and applications of funds used, identifying particularly amounts to be transferred between Funds, amounts to be applied to the redemption or payment of Bonds and amounts to be used to provide for Costs of Issuance, and capitalized interest, if any, for the respective Series. In the case of each annual Cash Flow Certificate, the amounts of existing Qualified Obligations, existing Investment Securities and existing cash will be the amounts as of the last day of the preceding Fiscal Year. In the case of any other Cash Flow Certificate, such amounts will be the amounts as of the last day of the month preceding the month in which the Cash Flow Certificate is delivered, but will be adjusted to give effect to scheduled payments of principal of and interest on Qualified Obligations, actual payments or proceeds with respect to Investment Securities and actual expenditures of cash expected by the Bond Bank through the end of the then current month.

Certain Verifications

The Bond Bank and/or the Trustee from time to time may cause a firm of independent certified public accountants of national standing or other nationally recognized experts to supply the Bond Bank and the Trustee with such information as the Bond Bank or the Trustee may request in order to determine in a manner reasonably satisfactory to the Bond Bank and the Trustee all matters relating to: (a) the sufficiency of projected cash flow receipts and disbursements with respect to the Funds and Accounts to pay the principal of and interest on the Bonds and Program Expenses; and (b) the yields on any obligations acquired and held by the Bond Bank and/or the Trustee. The Bond Bank and/or the Trustee from time to time may also obtain an Opinion of Bond Counsel concerning post-issuance compliance with any legislation applicable to the Bonds.

Limitation on Additional Bonds

The only additional Bonds that may be issued under the Indenture are Refunding Bonds issued solely to refund all or any portion of the Outstanding Bonds.

The Indenture creates a continuing pledge and lien to secure the full and final payment of the principal of, redemption premium, if any, and interest on all Bonds and authorizes the issuance of one or more Series of Bonds under separate Supplemental Indentures. The Indenture establishes the requirements for each Supplemental Indenture and provides that no Series of Bonds will be issued under a Supplemental Indenture unless certain conditions are met, including the receipt by the Trustee of a Cash Flow Certificate to the effect that, immediately after the issuance of such Bonds, Revenues in each Fiscal Year, together with moneys expected to be held in the Funds and Accounts, will at least equal the debt service on all Bonds in each such Fiscal Year, including such Bonds. Such certificate will not be required in the case of Refunding Bonds if the debt service in each Fiscal Year on all Bonds after the issuance of such Refunding Bonds will be equal to or less than such debt service for each Fiscal Year on all Bonds Outstanding before the issuance of the Refunding Bonds.

DEFEASANCE AND DISCHARGE OF LIEN OF INDENTURE

If payment or provision for payment is made to the Trustee of the principal of and interest due and to become due on all of the Bonds then Outstanding under the Indenture, and if the Trustee receives all payments due and to become due under the Indenture, then the Indenture may be discharged in accordance with its provisions. In the event of any early redemption of Bonds in accordance with their terms, the Trustee must receive irrevocable instructions from the Bond Bank, satisfactory to the Trustee, to call such Bonds for redemption at a specified date and pursuant to the Indenture. Outstanding Bonds will continue to be a limited obligation of the Bond Bank payable only out of the moneys or securities held by the Trustee for the payment of the principal of and interest on the Bonds.

Any Bond will be deemed to be paid when (a) payment of the principal of that Bond, plus interest to its due date, either (i) has been made or has been caused to be made in accordance with its terms, or (ii) has been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (1) moneys sufficient to make such payment, (2) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payments, or (3) a combination of such moneys and Governmental Obligations, (b) all other sums payable under the Indenture, including the necessary and proper fees and expenses of the Trustee pertaining to the Bonds, have been paid or deposited with the Trustee, and (c) a verification report of an independent certified public accountant or verification agent stating that such securities and/or cash, together with the earnings thereon, will be sufficient to pay interest and principal (and applicable premium) on the Bonds to redemption or maturity or an opinion of counsel to the effect that all conditions precedent to the defeasance have been met.

EVENTS OF DEFAULT AND REMEDIES

Events of Default

Any of the following events constitutes an "Event of Default" under the Indenture:

- (a) The Bond Bank defaults in the due and punctual payment of the principal of or interest on any Bond;
- (b) The Bond Bank fails to make remittances required by the Indenture to the Trustee within the time limits prescribed in the Indenture;
- (c) The Bond Bank defaults in carrying out any of its other covenants, agreements or conditions contained in the Indenture or in the Bonds, and fails to remedy such Event of Default within 60 days after receipt of notice, all in accordance with the Indenture;
- (d) Any warranty, representation or other statement by or on behalf of the Bond Bank contained in the Indenture, or in any instrument furnished in compliance with or in reference to the Indenture, is materially false or misleading when made, and there has been a failure to remedy such Event of Default within 60 days after receipt of notice, all in accordance with the Indenture;

(e) A petition is filed against the Bond Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 60 days after such filing;

(f) The Bond Bank files a voluntary petition in bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(g) The Bond Bank is generally not paying its debts as such debts become due, or becomes insolvent, bankrupt, or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bond Bank or any of its property is appointed by court order or takes possession and such order remains in effect or such possession continues for more than 60 days;

(h) The Bond Bank is rendered incapable of fulfilling its obligations under the Indenture for any reason.

Trustee's Rights and Remedies

Upon the occurrence of an Event of Default, the Trustee will notify the Owners of Outstanding Bonds of such Event of Default and will have the following rights and remedies:

(a) The Trustee may pursue any available remedy at law or in equity to enforce the payment of the principal of and interest on Bonds outstanding under the Indenture, including any and all such actions arising under, or by reason of, the Qualified Obligations;

(b) The Trustee may by action at law or in equity require the Bond Bank to account as if it were the trustee of an express trust for the Owners of the Bonds, and may take such action with respect to the Qualified Obligations as the Trustee deems necessary, appropriate and in the best interest of the Bondholders, subject to the terms of the Qualified Obligations.

(c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under the Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate under the Indenture and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment will confer; and

(d) By notice to the Bond Bank and the Attorney General of the State, the Trustee may declare the principal of and accrued interest on all Bonds to be due and payable immediately in accordance with the provisions of the Indenture and the Act.

If an Event of Default has occurred, if requested to do so by the Owners of 25% or more in aggregate principal amount of the Bonds Outstanding under the Indenture, and if indemnified as provided in the Indenture, the Trustee will be obligated to exercise one or more of the rights and powers conferred by the Indenture as the Trustee, being advised by counsel, deems most expedient in the interest of the Bondholders.

The Owners of a majority in aggregate principal amount of the Bonds Outstanding under the Indenture will have the right, at any time during the continuance of an Event of Default, by a written instrument or instruments executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture, or for the appointment of a receiver or any other proceedings under the Indenture. However, such direction must be in accordance with the provisions of law and of the Indenture.

Waivers of Events of Default

At its discretion, the Trustee may waive any Event of Default and its consequences, and must do so upon the written request of the owners of (a) more than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of all Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than fifty percent (50%) in aggregate principal amount of all Bonds then Outstanding in the case of any other default. However, there may not be waived (i) any Event of Default in the payment of the principal of any Bond then Outstanding under the Indenture at the specified date of maturity or (ii) any Event of Default in the payment when due of the interest on any Bond then Outstanding under the Indenture, unless prior to the waiver, all arrears of interest or principal due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with the Event of Default have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default is discontinued or abandoned or determined adversely, then the Bond Bank, the Trustee and the Bondholders will be restored to their former respective positions and right under the Indenture. No waiver or rescission will extend to any subsequent or other Event of Default or impair any right consequent thereon.

Rights and Remedies of Owners of Bonds

No owner of any Bond will have any right to institute any suit, action or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust thereof or for any other remedy under the Indenture, unless (a) an Event of Default has occurred, (b) such Default will have become an Event of Default and the owners of not less than 25% in aggregate principal amount of Bonds then Outstanding have made written request to the Trustee and have offered the Trustee reasonable opportunity either to proceed to exercise the remedies granted in the Indenture or to institute such action, suit or proceeding in its own name, (c) such owners of Bonds have offered to indemnify the Trustee, as provided in the Indenture, and (d) the Trustee has refused, or for 60 days after receipt of such request and offer of indemnification has failed, to exercise the remedies granted in the Indenture or to institute such action, suit or proceeding in its own name. All proceedings at law or in equity must be carried out as provided in the Indenture and for the equal benefit of the owners of all Outstanding Bonds. However, nothing contained in the Indenture will affect or impair the right of any owner of Bonds to enforce the payment of the principal of and interest on any Bond at and after its maturity, or the limited obligation of the Bond Bank to pay the principal of and interest on each of the Bonds to the respective owners of the Bonds at the time and place, from the source and in the manner expressed in the Bonds.

TRUSTEE

By executing the Indenture, the Trustee accepts the trusts and duties imposed upon it by the Indenture and agrees to perform such trusts and duties with the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs, but only upon and subject to the express terms and conditions of the Indenture.

The Trustee covenants and agrees to retain or cause its agent to retain possession of all of the Qualified Obligations and a copy of the transcript or documents related thereto and release them only in accordance with the provisions of the Indenture. The Bond Bank and the Trustee covenant and agree that all books and documents in their possession relating to the Qualified Obligations will at all times be open to inspection by such accountants or other agencies or persons as the Bond Bank or the Trustee may from time to time designate.

The Trustee and any successor Trustee may at any time resign from the trusts created by the Indenture by giving 30 days' written notice by registered or certified mail to the Bond Bank, the owner of each Bond as shown by the list of Bondholders required by the Indenture to be kept at the office of the Trustee. Such resignation will take effect upon the appointment of a successor Trustee and acceptance of such appointment by the successor Trustee. If the Bond Bank does not appoint a successor Trustee within 30 days of the Trustee providing notice of its resignation, the Trustee shall have the right to petition a court of competent jurisdiction to appoint a success Trustee under the Indenture.

The Trustee may be removed at any time, with or without cause, by instrument or concurrent instruments in writing delivered to the Trustee and the Bond Bank and signed by the owners of a majority in aggregate principal amount of all Bonds then Outstanding or their attorneys-in-fact duly authorized. Notice of the removal of the Trustee will be given as described in the paragraph above with respect to the resignation of the Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, has occurred and is continuing, the Trustee may be removed at any time for cause by resolution of the Bond Bank filed with the Trustee.

In case the Trustee resigns or be removed, or is dissolved, or is in the course of dissolution or liquidation, or otherwise becomes incapable of acting the Indenture, or in case it is taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact duly authorized, a copy of which will be delivered personally or sent by registered mail to the Bond Bank. Nevertheless, in case of such vacancy, the Bond Bank by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days after such appointment, the Bondholders may appoint a successor Trustee, and any such temporary Trustee so appointed by the Bond Bank will become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, such temporary Trustee will immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a temporary or successor Trustee will be given in the same manner described in the paragraph above with respect to the resignation of a Trustee. Every such Trustee so appointed will be a trust company or bank having its principal place of business in the State, will be duly authorized to exercise trust powers, will be subject to examination by federal or state authority, will have a reported capital and surplus of not less than \$75,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

SUPPLEMENTAL INDENTURES

The Bond Bank and the Trustee may, without the consent of or notice to any of the owners of Bonds, enter into an indenture or indentures supplemental to the Indenture for any one or more of the following purposes:

- (a) To cure any ambiguity, formal defect or omission in the Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the owners of Bonds then Outstanding any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the judgment of the Trustee, does not materially and adversely affect the interests of the Bondholders and does not otherwise require the unanimous consent of all Bondholders under the Indenture;
- (c) To subject to the lien and pledge of the Indenture additional Revenues, properties or collateral;
- (d) To modify, amend or supplement the Indenture or any supplemental indenture in order to permit qualification under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if the Bond Bank and the Trustee so determine, to add to the Indenture or to any supplemental indenture such other terms, conditions and provisions as may be permitted by the Trust Indenture Act of 1939 or similar federal statute;
- (e) To give evidence of the appointment of a separate or co-trustee, or the succession of a new Trustee or the succession of a new registrar and/or paying agent;
- (f) In connection with the issuance of Refunding Bonds;
- (g) To provide for the refunding of all or a portion of the Bonds; and
- (h) To amend the Indenture to permit the Bond Bank to comply with any future federal tax law or any covenants contained in any Supplemental Indenture with respect to compliance with future federal tax laws.

With the exception of Supplemental Indentures for the purposes described in the preceding paragraph and subject to the terms of the Indenture, the owners of not less than a majority of the aggregate principal amount of the Bonds then Outstanding which are affected (other than Bonds held by the Bond Bank) will have the right from time to time to consent to and approve the execution by the Bond Bank and the Trustee of any supplemental indenture or indentures deemed necessary and desirable by the Bond Bank or the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any supplemental indenture; provided, however, no supplemental indenture may permit or be construed as permitting, without the consent of the owners of all then Outstanding Bonds under the Indenture, (a) an extension of a Principal Payment Date, an Interest Payment Date or a redemption date for any Bond issued under the Indenture or (b) a reduction in the principal amount of any Bond or change in the rate of interest or redemption premium, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, (d) a reduction in the aggregate principal amount of the Bonds the owners of which are required to consent to such supplemental indenture, (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds, at any time Outstanding, (f) a reduction in the Reserve Requirement, or (g) any amendment or modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

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APPENDIX D-2

FORM OF AMENDED QUALIFIED ENTITY PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT, dated as of the ____ day of June, 2012, is being entered into by and between the INDIANA BOND BANK, a body corporate and politic (the "Bond Bank"), created pursuant to the provisions of Indiana Code 5-1.5, as amended (the "Act"), having its principal place of business in the City of Indianapolis, Indiana and the Avon Community School Corporation, Hendricks County, Indiana (the "Qualified Entity" or the "School Corporation"), validly existing under the laws of the State of Indiana (the "State").

WITNESSETH:

WHEREAS, on _____, 2002, the Qualified Entity issued its bonds designated as the "Avon Community School Corporation Taxable Retirement/Severance Funding Bonds of 2002," in the original aggregate principal amount of \$_____ (the "Original Qualified Obligations"), to provide funds to pay for the costs of existing unfunded contractual liabilities for retirement or severance payments as of June 30, 2001, all pursuant to a resolution adopted by the Board of School Trustees of the School Corporation (the "Board") on _____, 20__, as previously amended by a resolution adopted by the Board on _____, 20__ (collectively, the "Original Resolution"); and

WHEREAS, as of the date hereof, the Original Qualified Obligations are outstanding in the aggregate principal amount of \$_____; and

WHEREAS, pursuant to the terms of the Original Qualified Obligations and the Qualified Entity Purchase Agreement, dated as of August 30, 2002 (the "2002 Purchase Agreement"), between the Bond Bank and the Qualified Entity, the Qualified Entity has the right to redeem its Original Qualified Obligations maturing on or after January 5, 2013 on any date on or after July 5, 2012 (the "Call Rights"); and

WHEREAS, the Bond Bank previously issued its Indiana Bond Bank Taxable School Severance Funding Bonds, Series 2, dated as of September 10, 2002, in the aggregate principal amount of \$32,280,000 (the "Prior Bonds"), pursuant to a Trust Indenture, dated as of August 15, 2002 (the "Prior Indenture"), between the Bond Bank and The Bank of New York Mellon Trust Company, N.A. (ultimate successor to Fifth Third Bank, Indiana), as trustee, a portion of the proceeds of which were used to purchase the Original Qualified Obligations from the Qualified Entity; and

WHEREAS, the Bond Bank has authorized and intends to issue its Indiana Bond Bank Taxable School Severance Funding Refunding Bonds, Series 2012 B (the "Refunding Bonds") for the purpose of refunding all or a portion of the Prior Bonds (the "Refunding Program") pursuant to a Trust Indenture (the "Bond Bank Indenture") between the Bond Bank and The Bank of New York Mellon Trust Company, N.A. (the "Bond Bank Trustee"); and

WHEREAS, as a condition to sharing a portion of the economic benefits associated with the Refunding Program with the Qualified Entity, the Bond Bank has requested that the Qualified Entity waive the Call Rights and evidence the waiver of the Call Rights (in exchange for receiving a portion of the economic benefits associated with the Refunding Program) by executing and delivering its Amended Qualified Obligations (as hereinafter defined) and, following the undertaking of the Refunding Program and satisfaction of the other terms and conditions set forth herein, exchanging the Amended Qualified Obligations for the outstanding Original Qualified Obligations; and

WHEREAS, the Qualified Entity has duly authorized, pursuant to the Original Resolution, as supplemented and amended by a resolution adopted by the Board on _____, 2012 (the "Supplemental Resolution")(the Original Resolution and the Supplemental Resolution, collectively, the "Resolution"), the waiver of the Call Rights and, in order to evidence the waiver of the Call Rights, the execution and delivery of its amended taxable general obligation pension bonds designated as the "Avon Community School Corporation Amended Taxable Retirement/Severance Funding Bonds of 2002," in the original aggregate principal amount not to exceed the aggregate outstanding principal amount of the Original Qualified Obligations (as so amended, the "Amended Qualified Obligations");

NOW, THEREFORE, the Bond Bank and the Qualified Entity hereby agree:

Section 1. (a) In exchange for waiving the Call Rights, the Bond Bank hereby agrees to provide the Qualified Entity with a credit, in an amount equal to \$_____ (the "Call Rights Waiver Credit"), in the form of a reduction of its semi-annual debt service payments on the Amended Qualified Obligations, all in accordance with the schedule attached as Exhibit A hereto and made a part hereof.

(b) In order to evidence such waiver of the Call Rights, the Qualified Entity hereby agrees to execute and deliver the Amended Qualified Obligations and to exchange the Amended Qualified Obligations for all of the Original Qualified Obligations which are outstanding on the date hereof. Upon the execution and delivery of the Amended Qualified Obligations, the Bond Bank hereby agrees that it shall return all of the Original Qualified Obligations to the Qualified Entity which are outstanding on the date hereof.

(c) The parties hereby expressly agree and acknowledge that the execution and delivery of the Amended Qualified Obligations in exchange for the return of all of the Original Qualified Obligations outstanding on the date hereof shall not constitute, nor shall this Purchase Agreement or the transaction hereby contemplated ever be construed to constitute, a re-issuance of the Original Qualified Obligations, in whole or in part, for purposes of the laws of the State.

(d) Notwithstanding anything in the Original Resolution, the 2002 Purchase Agreement or the Original Qualified Obligations to the contrary, the Amended Qualified Obligations shall not be subject to optional redemption prior to maturity thereof.

(e) Except as otherwise provided in this Purchase Agreement and the Supplemental Resolution, the terms, conditions and characteristics of the Amended Qualified Obligations shall be the same as those of the Original Qualified Obligations.

Section 2. If the Qualified Entity fails to pay the principal of and interest on the Amended Qualified Obligations when due, the Qualified Entity agrees to reimburse the Bond Bank for the costs of collecting the payments on such Amended Qualified Obligations.

Section 3. The Qualified Entity has or will take all proceedings required by law to enable it to waive the Call Rights and execute and deliver the Amended Qualified Obligations to the Bond Bank pursuant to the terms hereof. The parties to this Agreement acknowledge that the Qualified Entity's obligation to waive the Call Rights and to execute and deliver the Amended Qualified Obligations and the Bond Bank's obligation to apply the Call Rights Waiver Credit to the Amended Qualified Obligations for such waiver by the Qualified Entity of the Call Rights, as described herein, are expressly contingent upon the Qualified Entity taking all steps and receiving all approvals required by laws of the State, if any, to waive the Call Rights, to execute and deliver the Amended Qualified Obligations and to execute all other documents which are necessary for the Bond Bank to undertake its Refunding Program.

Section 4. Simultaneously with the delivery to the Bond Bank of the Amended Qualified Obligations, which shall be substantially in the form set forth in the Supplemental Resolution and registered in the name of the Bond Bank, the Qualified Entity shall furnish to the Bond Bank a transcript of proceedings and the opinion or opinions of nationally recognized bond counsel, which shall set forth, among other things, the validity of the Amended Qualified Obligations and this Purchase Agreement. The Bond Bank shall arrange for and bear the cost of such bond counsel's opinion or opinions.

Section 5. The Qualified Entity and the Bond Bank agree that the Amended Qualified Obligations and the payments to be made thereon may be pledged or assigned by the Bond Bank to the Bond Bank Trustee under and pursuant to the Bond Bank Indenture.

Section 6. The Qualified Entity agrees to furnish to the Bond Bank, as long as any of the Amended Qualified Obligations remain outstanding, annual financial reports, audit reports and such other financial information as is reasonably requested by the Bond Bank.

Section 7. If any provision of this Purchase Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Purchase Agreement, and this Purchase Agreement shall be construed and be in force as if such invalid or unenforceable provision had not been contained herein.

Section 8. The parties to this Agreement acknowledge that the Qualified Entity's obligation to waive the Call Rights and execute and deliver the Amended Qualified Obligations and the Bond Bank's obligation to pay the Qualified Entity to waive the Call Rights and to return all of the Original Qualified Obligations outstanding as of the date hereof is expressly contingent upon the authorization and undertaking of the Refunding Program. In the event the Bond Bank determines not to authorize or undertake its Refunding Program, the provisions of this Agreement shall terminate upon notice by the Bond Bank to the Qualified Entity of such determination.

Section 9. In the event the Qualified Entity fails to waive the Call Rights and to execute and deliver all of the Amended Qualified Obligations to the Bond Bank in accordance with Section 1 hereof for any reason within the Qualified Entity's control, the Qualified Entity shall, on demand and to the extent permitted by law, pay to the Bond Bank an amount equal to all costs, expenses (including attorney's fees) and consequential damages occasioned by the failure of the Qualified Entity to waive the Call Rights and to execute and deliver the Amended Qualified Obligations, all in accordance with Section 1 hereof.

Section 10. The Qualified Entity hereby acknowledges that it has been provided a copy of the official statement of the Bond Bank related to the Refunding Program, including the appendices thereto (the "Offering Document"). On or prior to the delivery date of the Amended Qualified Obligations pursuant to the Refunding Program, an authorized officer of the Qualified Entity will deliver a certificate, dated as of the delivery date of the Refunding Bonds pursuant to the Refunding Program (the "Closing Date"), to the effect that any statements pertaining to the Qualified Entity, the Original Qualified Obligations (if any) or the Amended Qualified Obligations made in the Offering Document, as of the date of the Offering Document, did not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, and as of the Closing Date, does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, and that there has been no material adverse change in the financial condition and affairs of the Qualified Entity during the period from the date of the Offering Document to the Closing Date, which was not disclosed in or contemplated by the Offering Document. The portions, if any, of the preliminary Official Statement summarizing the Qualified Entity, the Original Qualified Obligations or the Amended Qualified Obligations are deemed final by the Qualified Entity for purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "SEC Rule"), as of this date.

Section 11. The Qualified Entity hereby agrees, at any time the Amended Qualified Obligations are outstanding, to execute a continuing disclosure agreement in a form sufficient to allow the underwriter of the Refunding Bonds to comply with the SEC Rule upon notice from the Bond Bank that the Qualified Entity constitutes an "obligated person," as defined in the SEC Rule.

Section 12. This Purchase Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. The Bond Bank and the Qualified Entity each agree that they will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Purchase Agreement.

Section 13. No waiver by the Bond Bank or the Qualified Entity of any term or condition of this Purchase Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Purchase Agreement.

Section 14. This Purchase Agreement merges and supersedes all prior negotiations, representations and agreements between the Bond Bank and the Qualified Entity relating to the subject matter hereof and, together with the Resolution and the Amended Qualified Obligations, constitutes the entire agreement between the Bond Bank and the Qualified Entity with respect hereto.

* * * * *

IN WITNESS WHEREOF, we have hereunto set our hands as of the day and year first above written.

INDIANA BOND BANK

By: _____
Richard E. Mourdock, Chairperson Ex Officio

Attest:

Lisa Cottingham, Executive Director

BOARD OF SCHOOL TRUSTEES OF THE
AVON COMMUNITY SCHOOL CORPORATION
HENDRICKS COUNTY, INDIANA

By: _____

Printed: _____

Title: President, Board of School Trustees

Attest:

By: _____

Printed: _____

Title: Secretary, Board of School Trustees

EXHIBIT A

Schedule of Call Rights Waiver Credit

<u>Payment Date</u>	<u>Existing Debt Service Due</u>	<u>Less Call Rights Waiver Credit</u>	<u>Net Debt Service Due</u>
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Total:

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APPENDIX E

FORM OF BOND BANK CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Agreement") is made this 28th day of June, 2012, by the Indiana Bond Bank (the "Bond Bank") to each registered owner or holder of any Bond Bank Bonds (as hereinafter defined) (each, a "Promisee").

WITNESSETH THAT:

WHEREAS, the Bond Bank is issuing its Taxable School Severance Funding Refunding Bonds, Series 2012 B, in the original aggregate amount of \$4,705,000 dated as of June 28, 2012 (the "Bond Bank Bonds"), pursuant to a Trust Indenture, dated as of June 1, 2012 (the "Indenture"), by and between the Bond Bank and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"); and

WHEREAS, City Securities Corporation and Morgan Keegan & Company, Inc., or its successor in interest (collectively, the "Underwriter") are, in connection with the offering of the Bond Bank Bonds, purchasing the Bond Bank Bonds from the Bond Bank and selling the Bond Bank Bonds to certain purchasers; and

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

WHEREAS, the Bond Bank desires to enter into this Agreement in order to assist the Underwriter and the Qualified Entity (as hereinafter defined) in complying with the Rule; and

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

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

Section 1. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Amended Qualified Obligation" shall mean the bonds executed and delivered by the Qualified Entity to the Bond Bank in connection with the issuance of the Bond Bank Bonds, all in exchange for the cancellation, release and return of the Prior Qualification Obligation (as defined in the Indenture).

"Bond Bank Bonds" shall mean the \$4,705,000 Indiana Bond Bank Taxable School Severance Funding Refunding Bonds, Series 2012 B.

"Bondholder" or "holder" or any similar term, when used with reference to a Bond Bank Bond, shall mean any person who shall be the registered owner of any outstanding Bond Bank Bond, or the holders of beneficial interests in the Bond Bank Bonds.

"Disclosure Representative" shall mean the Executive Director of the Bond Bank or his or her designee, or such other officer or employee as the Bond Bank shall designate from time to time.

"Dissemination Agent" shall initially mean the Bond Bank, and thereafter any successor Dissemination Agent designated in writing by the Bond Bank and which has filed with the Bond Bank a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access system established by the MSRB.

"Fiscal Year" of any person shall mean any period from time to time adopted by such person as its fiscal year for accounting purposes.

"Indenture" shall mean the Trust Indenture between the Indiana Bond Bank and The Bank of New York Mellon Trust Company, N.A., as Trustee dated as of June 1, 2012.

"MSRB" means the Municipal Securities Rulemaking Board.

"National Repository" shall mean the MSRB, through its EMMA system. See <http://emma.msrb.org>.

"Obligated Person" shall mean any person who is either generally or through an enterprise, fund or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Bond Bank Bonds (other than any providers of municipal bond insurance, letters of credit or liquidity facilities), for whom financial information or operating data is presented in the Official Statement.

"Official Statement" means the Official Statement, dated as of June 15, 2012, relating to the Bond Bank Bonds, including any document included by specific reference to such document and filed with the MSRB through EMMA.

"Reportable Events" shall mean any of the events, with respect to the Bond Bank Bonds, listed in Section 3(a)(i) through (ix) and 3(b)(i) through (vi) of this Agreement.

"Qualified Entity" shall mean the entity listed on Exhibit C attached hereto.

"Qualified Entity Agreement" shall mean the Amended and Restated Continuing Disclosure Agreement, executed and delivered on the date hereof by the Qualified Entity in connection with the execution and delivery of the Amended Qualified Obligation and the Bond Bank Bonds.

"Repository" shall mean each National Repository and each SID, if any.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Indiana.

"SID" shall mean the Indiana State Information Depository, if any, in existence from time to time.

"Underwriter" shall mean any of the original underwriters of the Bond Bank Bonds.

Section 2. Obligated Persons and Compliance with the Rule.

(a) The Bond Bank hereby represents and warrants as of the date hereof, that the Qualified Entity is the only Obligated Person with respect to the Bond Bank Bonds. In the event that any entity subsequently becomes an Obligated Person with respect to the Bond Bank Bonds, the Bond Bank agrees to use its best efforts to cause such other entity to enter into a written undertaking to comply with the disclosure requirements of the Obligated Persons; and

(b) In order to ensure compliance with the Rule, the Bond Bank has entered into the Qualified Entity Agreement whereby the Qualified Entity has agreed to provide the Bond Bank with information required under the Rule. In turn, the Bond Bank has agreed to make certain filings on behalf of the Qualified Entity pursuant to the Rule and as further described below.

(c) All continuing disclosure filings under this Agreement shall be filed with the MSRB through the prescribed electronic means (currently through the EMMA system), solely by transmitting such filings to EMMA (currently at www.emma.msrb.org.)

Section 3. Reporting of Significant Events.

(a) For so long as the Bond Bank Bonds remain outstanding, the Bond Bank will provide to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bond Bank Bonds, regardless of materiality, within ten (10) business days of the occurrence thereof:

- (i) Principal and interest payment delinquencies;
- (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iii) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (iv) Substitution of credit or liquidity providers, or their failure to perform;
- (v) Defeasances;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security;
- (vii) Rating changes;
- (viii) Tender Offers; or
- (ix) Bankruptcy, insolvency, receivership or similar event of the Obligated Person.

(b) In addition to the above events, the Bond Bank will provide notices of the occurrence of the following events, if material, within ten (10) business days of the occurrence thereof:

- (i) Non-payment related defaults;
- (ii) Modifications to rights of Bondholders;
- (iii) Bond Bank Bond calls (other than mandatory scheduled redemptions);
- (iv) Release, substitution or sale of property securing payment of the Bonds;

- (v) 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; or
- (vi) Appointment of a successor trustee or change of name of a trustee.

(c) Any notice provided by the Bond Bank pursuant to Section 3 of this Agreement shall be accompanied by a certificate, signed by the appropriate officer of the Bond Bank, in substantially the form of Exhibit B attached hereto.

Section 4. Reporting of Financial Information of the Qualified Entity. The Bond Bank hereby undertakes to provide the following annual financial information from the Qualified Entity in each case, (i) in electronic format as prescribed by the MSRB, and (ii) accompanied by identifying information as prescribed by the MSRB:

(a) Within 10 days of the Bond Bank's receipt thereof, the audited financial statements of the Qualified Entity as prepared and examined by the State Board of Accounts for each twelve-month period ending June 30, together with the opinion of such accountants and all notes thereto; and

(b) Within 10 days of the Bond Bank's receipt thereof, unaudited annual financial information for the Qualified Entity for such calendar year including (i) unaudited financial statements of the Qualified Entity, and (ii) operating data for the Qualified Entity (excluding any demographic information or forecast) of the general type included in Appendix A to the Official Statement, under the headings "Enrollment," "State Aid," "Net Assessed Valuation," "Ten Largest Taxpayers," "Actual Receipts and Disbursements" and "Year End Cash Balances" (Sections 4(a) and 4(b) are collectively referred to as, the "Annual Information").

(c) The Annual Information referenced above may be accompanied by a Certificate, signed by an appropriate officer of the Bond Bank, substantially in the form of Exhibit A attached hereto.

Section 5. Termination of Reporting Obligation. The Bond Bank's obligations under this Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bond Bank Bonds in accordance with the terms of the Indenture.

Section 6. Dissemination Agent. The Bond Bank may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Bond Bank shall notify the Repositories of the appointment or discharge of a Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Bond Bank shall be the Dissemination Agent.

Section 7. Promisees. Each Promisee is an intended beneficiary of the obligations of the Bond Bank under this Agreement, such obligations create a duty in the Bond Bank to each

Promisee to perform such obligations, and each Promisee shall have the right to enforce such duty.

Section 8. Limitation of Rights. Nothing expressed or implied in this Agreement is intended to give, or shall give, to the Underwriter, the Commission or any Obligated Person, or any underwriters, brokers or dealers, or any other person, other than the Bond Bank and each Promisee, any legal or equitable right, remedy or claim under or with respect to this Agreement or any rights or obligations hereunder. This Agreement and the rights and obligations hereunder are intended to be, and shall be, for the sole and exclusive benefit of the Bond Bank and each Promisee.

Section 9. Amendment. Notwithstanding any other provision of this Agreement, the Bond Bank may amend this Agreement if such amendment meets the following:

(a) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of any obligated person (as defined in the Rule), or type of business conducted;

(b) This Agreement, as amended, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of the Promisees, as determined either by parties unaffiliated with the Bond Bank or a Material Obligated Person (such as the Trustee or bond counsel), or by an approving vote of the Promisees pursuant to the terms of the governing instrument at the time of the amendment.

Section 10. Additional Information. Nothing in this Agreement shall be deemed to prevent the Bond Bank from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any notice of occurrence of a Reportable Event, in addition to that which is required by this Agreement. If the Bond Bank chooses to include any information in any notice of occurrence of a Reportable Event in addition to that which is specifically required by this Agreement, the Bond Bank shall have no obligation under this Agreement to update such information or include it in any future notice of an occurrence of a Reportable Event.

Section 11. Remedies.

(a) The sole and exclusive remedy under this Agreement for any breach or violation by the Bond Bank of any obligation of the Bond Bank under this Agreement shall be the remedy of specific performance by the Bond Bank of such obligation. No Promisee shall have any right to any monetary damages or any other remedy for any breach or violation by the Bond Bank of any obligation of the Bond Bank under this Agreement, except the remedy of specific performance by the Bond Bank of such obligation. A breach or violation by the Bond Bank of any obligation under this

Agreement shall not constitute, or be deemed, an Event of Default under the Bond Bank Bonds, the Indenture or any other agreement to which the Bond Bank is a party.

(b) Subject to paragraph (c) of this Section 11, any action, suit, or other proceeding for any breach or violation by the Bond Bank of any obligation of the Bond Bank under this Agreement shall be instituted, prosecuted and maintained only in a court of competent jurisdiction in Marion County, Indiana.

(c) No action, suit or other proceeding for any breach or violation by the Bond Bank of any obligation of the Bond Bank under this Agreement, shall be instituted, prosecuted or maintained by any Promisee unless, prior to instituting such action, suit or other proceeding: (i) such Promisee has given the Bond Bank notice, by registered or certified mail, of such breach or violation and demand for performance; and (ii) the Bond Bank has failed to cure such breach or violation within forty-five (45) days after such notice.

Section 12. Obligations of Dissemination Agent; Indemnity. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement and any dissemination agreement entered into by the Bond Bank and the Dissemination Agent, and the Bond Bank agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the Bond Bank under this Section shall survive removal of the Dissemination Agent and payment of the Bond Bank Bonds.

Section 13. Interpretation Under Indiana Law. This Agreement and the rights and obligations of the Bond Bank and other parties affected hereunder shall be governed by and construed and enforced in accordance with, the law of the State, without reference to any choice of law provisions.

Section 14. Severability. If any portion of this Agreement is held or deemed to be, or is, invalid, illegal, inoperable or unenforceable, the validity, legality, operability and enforceability of the remaining portions of this Agreement shall not be affected, and this Agreement shall be construed as if it did not contain such invalid, illegal, inoperable or unenforceable portion.

Section 15. Successors and Assigns. All covenants and agreements in this Agreement made by the Bond Bank shall bind its successors, whether so expressed or not. No Promisee may, without the prior written consent of the Bond Bank, assign any of its rights under this Agreement to any other person. The Bond Bank may not assign any of its rights or delegate any of its obligations under this Agreement to any other person (other than to any Dissemination Agent appointed hereunder to assist the Bond Bank), except that the Bond Bank may assign any of its rights or delegate any of such obligations to any entity (a) into which the Bond Bank merges, with which the Bond Bank consolidates or to which the Bond Bank transfers all or

substantially all of its assets or (b) which is an "issuer of municipal securities" with respect to the Bond Bank Bonds or an "obligated person" with respect to the Bond Bank Bonds for whom financial or operating data is presented in the Official Statement, as those terms are defined in the Rule.

Section 16. Waiver. Any failure by any Promisee to institute any suit, action or other proceeding for any breach or violation by the Bond Bank of any obligation of the Bond Bank under this Agreement, within three hundred sixty (360) days after the date of such Promisee first has knowledge of such breach or violation, shall constitute a waiver by such Promisee of such breach or violation and, after such waiver, no remedy shall be available to such Promisee for such breach or violation.

Section 17. Immunity of Officers, Directors, Members, Employees and Agents. No recourse shall be had for any claim based upon any obligation in this Agreement against any past, present or future officer, director, member, employee or agent of the Bond Bank, as such, either directly or through the Board of Directors of the Bond Bank, under any rule of law or equity, statute or constitution.

Section 18. Communications. Any information, datum, statement, notice, certificate or other communication required or permitted to be provided, delivered or otherwise given hereunder by any person to any other person shall be in writing and, if such other person is the Bond Bank, shall be provided, delivered or otherwise given to the Bond Bank at the following address:

Indiana Bond Bank
2980 Market Tower
10 West Market Street
Indianapolis, IN 46204
Attention: Executive Director
Facsimile Number: (317) 233-0894

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

Section 19. Knowledge. For purposes of this Agreement, each Promisee shall be deemed to have knowledge of the provision and content of any information, datum, statement or notice provided by the Bond Bank to any Repository or the Municipal Securities Rulemaking Board on the date such information, datum, statement or notice is so provided, regardless of whether such Promisee was a registered or beneficial owner or holder of any Bond Bank Bond at the time such information, datum, statement or notice was so provided.

Section 20. Rule. This Agreement is intended to be an agreement or contract in which the Bond Bank has undertaken to provide certain information which is required by paragraph (b)(5) of the Rule. If and to the extent this Agreement is not such an agreement or contract, this Agreement shall be deemed to include such terms not otherwise included herein, and to exclude such terms not otherwise excluded herefrom, as are necessary to cause this Agreement to be such an agreement or contract.

Section 21. Previous Undertakings. There have been no instances in the five (5) years prior to the date of the Official Statement in which the Bond Bank has failed to comply, in all material respects, with any previous undertakings in a written contract or agreement specified in paragraph (b)(5) of the Rule.

Section 22. Waiver of Acceptance. Notice of acceptance of or other assent to this Agreement is hereby waived.

Section 23. Performance Due on other than Business Days. If the last day for taking any action under this Agreement is a day other than a business day, such action may be taken on the next succeeding business day and, if so taken, shall have the same effect as if taken on the day required by this Agreement.

Section 24. Interpretation. The use herein of the singular shall be construed to include the plural, and vice versa, and the use herein of the neuter shall be construed to include the masculine and feminine. Unless otherwise indicated, the words "hereof," "herein," "hereby" and "hereunder," or words of similar import, refer to this Agreement as a whole and not to any particular section, subsection, clause or other portion of this Agreement.

Section 25. Captions. The captions appearing in this Agreement are included herein for convenience of reference only, and shall not be deemed to define, limit or extend the scope or intent of any rights or obligations under this Agreement.

IN WITNESS WHEREOF, the Bond Bank has executed this Agreement dated as of the day and year first written above.

INDIANA BOND BANK

By: _____
Richard Mourdock, Chairman

Attest:

Lisa Cottingham, Executive Director

EXHIBIT A

INDIANA BOND BANK TAXABLE SCHOOL SEVERANCE FUNDING
REFUNDING BONDS, SERIES 2012 B

CERTIFICATE REGARDING FINANCIAL INFORMATION

The undersigned, the Indiana Bond Bank (the "Bond Bank") pursuant to Section 4(c) of the Continuing Disclosure Agreement from the Bond Bank, dated June 28, 2012 (the "Agreement"), hereby certifies to you that enclosed herewith is the annual financial information of a Qualified Entity, which notice is hereby provided to you in accordance with Section 4 of the Agreement.

Dated: _____

INDIANA BOND BANK

By: _____

Name: _____

Title: _____

EXHIBIT B

INDIANA BOND BANK TAXABLE SCHOOL SEVERANCE FUNDING
REFUNDING BONDS, SERIES 2012 B

NOTICE OF REPORTABLE EVENT

The undersigned, the Indiana Bond Bank (the "Bond Bank"), pursuant to Section 3(c) of the Continuing Disclosure Agreement from the Bond Bank dated June 28, 2012 (the "Agreement"), hereby certifies to you that attached hereto is a notice of the occurrence of a Reportable Event for the Agreement, which notice is hereby provided to you in accordance with Section 3(c) of the Agreement.

INDIANA BOND BANK

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C

QUALIFIED ENTITY

Avon Community School Corporation

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