Board Minutes

March 28, 2022

The regular meeting of the Greater Jasper Consolidated Schools Board of Trustees was held at the Jasper High School Community Room on March 28, 2022 at 7:00 p.m. President Bernie Vogler called the meeting to order.

Consent Agenda:

Mr. Vogler asked members if any of the consent agenda items needed to be discussed.

No other items were asked to be discussed. The Board added three vendors to be paid Tyler Gehlhausen \$587.50, Zach Hardin \$587.50 they did some tree clearing between the Supt. Office and JHS. Also, an invoice to CASE for Brianna Lammers for a conference.

A motion by Arlet Jackle, second by Ken Schnaus, to approve the consent agenda, was unanimously approved by the Board.

Consent Agenda

- · Minutes, claims and bank reconciliations
- Consideration of Request for Leave
 - o Rachel Uebelhor-FMLA-JES
- Resignations/Retirements
 - Stephanie Jackman Burns-Psychology/Choir Teacher-JHS-Retirement Effective End of the 2021-22 School Year
 - Kelby Uebelhor-28 Hour/Week Instructional Assistant-JES
 - o Nancy Hopf-32.5 Hour/Week Cafeteria -JMS-Retirement Effective March 25, 2022
 - Kristy Vaughn-Corporation Technology Coordinator-Central Office-Effective April 1, 2022
- Staff Recommendations
 - Brittany Maners-Physical Education at JHS and Head Girls Varsity Basketball-JHS-Effective 2022-2023 School Year
 - Kelsey Wilkie-28 Hour/Week Instructional Assistant-JES
 - o Alexa Chappell-28 Hour/Week Instructional Assistant-Ireland
 - Karen Parnell-Assistant Cafeteria Manager-JMS
 - o Mitch Sermersheim-13 Hour/Week Instructional Assistant-JMS
 - Summer Food Service Program Staff
 - Loretta Hoffman-6 hours/day-JES
 - Michelle Witte-4 hours/day-JES
 - Deb Goeppner-4 hours/day-JES
 - Substitutes-as needed
- Master Incentive Program Completion/Increase-adds \$3,000 to Base Salary
 - Approve Erin Jochum for the \$3000 Master's Incentive-Program/Dual Credit Credentialing Completion
- Field Trip Requests
 - o JHS Marching Band to Derby Parade in Louisville, KY on May 1, 2022
- Other

Dr. Lorey introduced Mrs. Maners and her family.

Mrs. Maners stated she is so excited to join the Wildcat family. She stated she loves the school pride and she is blow away at the support the program receives. She is excited to become a Wildcat.

Wildcat Spotlight

Mr. Mauck and Mrs. Nalley informed the Board about the following:

- Accomplishments in sports
- Band & Color guard
- Cheer & Dance Teams
- 27 different clubs and activities
- Pride Club—Honors students and staff each week
- Freshman Orientation Night
- Veteran's Day Program
- 3 Musical's, 2 Choir Concerts, Jazz Band and Band Concerts
- Job Fairs for Seniors
- Kindness Video
- Veterans Day Presentation

A motion to adjourn the regular meeting for a Hearing on Amendment to Lease by Tim DeMotte, second by Greg Eckerle, was unanimously approved by the Board.

Dr. Lorey stated notice of the public hearing on the lease was published on February 25. The proposed lease agreement, plans and estimates are for improvements to school facilities, notably Ireland Elementary, Jasper High School, Alumni Stadium and other outdoor athletic improvements. The purpose of the hearing is to allow for questions regarding the proposed projects.

There were no questions.

Seek Approval for the following Resolutions

A motion by Greg Eckerle, second by Arlet Jackle to approve the Resolution Authorizing the Execution of Amendment to Lease, was unanimously approved by the Board.

A motion by Tim DeMotte, second by Ken Schnaus, to approve the Resolution Assigning Construction Bids to Building Corporation, was unanimously approved by the Board.

A motion by Ken Schnaus, second by Arlet Jackle, to approve the Resolution Approving Supplement to Master Continuing Disclosure Undertaking and Issuance of Bonds, was unanimously approved by the Board.

A motion by Arlet Jackle, second by Greg Eckerle, to approve the Resolution Approving Issuance of Bond Anticipation Notes and Bonds, was unanimously approved by the Board.

A motion by Tim DeMotte, second by Ken Schnaus, to close the Public Hearing at 7:34 p.m., was unanimously approved by the Board.

The regular meeting was reopened.

Curriculum Update-Mrs. Fawks

Mrs. Fawks asked the Board to approve the summer school courses and staff.

- Grade 3 Reading Remediation—Brock Moeller
- English Academy Primary Grades—Jeanie Scherer, Lindsey Healy
- English Academy Intermediate Grades—Jodi Smith, Austin Hopf
- Algebra 1—Abby Ebenkamp

- Biology 1—Erin Jochum
- Summer PE—Nick Eckert, Terry Gobert, Tony Lewis, Jolie Painter
- Online Health—Nick Eckert
- Summer Band—Chad Gayso, Ben Werne, Patrick Keeley
- Supervised Agriculture Experience—Andrew Helming

A motion by Ken Schnaus, second by Arlet Jackle to approve the summer school courses and staff, was unanimously approved by the Board.

Mrs. Fawks asked the Board to approve the summer enrichment programs. Flyers will be sent out by the schools with the courses being offered.

A motion by Greg Eckerle, second by Arlet Jackle to approve the summer enrichment programs, was unanimously approved by the Board

Mrs. Fawks asked the Board to approve to grant Jasper High School credit for students taking Grade 8 Engineering Essentials.

A motion by Tim DeMotte, second by Ken Schnaus, to grant Jasper High School credit for students taking Grade 8 Engineering Essentials, was unanimously approved by the Board.

Student Support Services and Transportation Update—Mr. Buechlein

None

Building & Maintenance Update—Scott Stenftenagel

Mr. Stenftenagel gave an update on projects---

- Bus Maintenance Building
- Jasper High School Kitchen Air Handler Unit Replacement
- Jasper Elementary School Classroom Addition
- Transportation Facility-Fuel Tanks

A motion by Arlet Jackle, second by Greg Eckerle, to accept the bid from PEI Maintenance & Construction for \$35,875 for the fuel tanks, was unanimously approved by the Board.

- Jasper Elementary School Classroom Furniture Purchase
 - Lee Company-Alumni Student Desks, music chairs, Smith System teacher desks and Peanut Activity Tables \$35,392.29
 - o Hudson Office Solution -KI Student Chairs \$10,092.00
 - VIRCO-Wave Activity Tables \$1,516.80
 - Total \$47,001.09

A motion by Ken Schnaus, second by Tim DeMotte, to approve the above vendor pricing and purchasing, was unanimously approved by the Board.

- Jasper Elementary School Tot-Lot Playground Expansion Excavation and Drainage Project
- Jasper Middle School Auditorium Theatrical Lighting Improvements
- Jasper High School Community Room and Athletic Department Floor Covering Improvements
- District Wide Renovations for Second Bond Monies
 - o Ireland Elementary Mechanical Room Expansion and HVAC Improvements Project
 - o JHS CTE Expansion and Renovation Project, JHS Band and Maintenance Storage Building
 - o Ireland Elementary HVAC and Finishes Improvements and Classroom Addition Project
 - o Alumni Stadium Improvements

Mr. Stenftenagel asked the Board to get permission to get bids.

A motion by Greg Eckerle, second by Ken Schnaus, to get bids for the district wide renovations for the second bond monies, was unanimously approved by the Board.

Dr. Lorey asked the Board to approve the resurfacing of the tennis courts at JHS. There are some cracks, as well as significant pitting on the surfaces. In order to protect the courts, they need to be repaired and resurfaced. Two quotes were received and she ask the Board to approve Tennis Technology to complete the work for \$63,997.00.

Mr. Eckerle asked about the condition of the fence posts.

Dr. Lorey said nothing has been said about the fence posts.

A motion by Tim DeMotte, second by Arlet Jackle, to approve the quote from Tennis Technology for \$63,997, to resurface the JHS tennis courts, was unanimously approved by the Board.

Dr. Lorey asked the Board to approve PepsiCo to continue as the vendor for the JHS beverage contract. Quotes were sent out and two proposals were received.

Mr. Schnaus asked if PepsiCo is requiring a certain numbers of cases have to be bought.

Dr. Lorey said it hasn't been an issue in the past.

Mr. DeMotte asked about rebates if they are higher.

Dr. Lorey stated the high school uses the rebate money.

A motion by Tim DeMotte, second by Ken Schnaus, to approve Pepsi for the vendor at JHS, was unanimously approved by the Board.

Dr. Lorey asked the Board to approve RTI for network infrastructure upgrades at JMS and Ireland. The quote is for \$190,319.94. All equipment is part of the Indiana bid process. The total expenditures eligible for eRate reimbursement at approximately \$114,210.00 making the total cots to the district at approximately \$76,110.00

A motion by Greg Eckerle, second by Ken Schnaus, to approve RTI for network infrastructure upgrades at JMS and Ireland, was unanimously approved by the Board.

Dr. Lorey asked the Board to extend the current agreement with Smithville Fiber for dedicated internet access and upgrade from 1 Gigabyte to 10 Gigabytes of speed. This is a 36-month agreement for \$3,200/month. The corporation is currently paying \$3,900/month.

A motion by Arlet Jackle, second by Greg Eckerle, to approve the internet contract with Smithville, was unanimously approved by the Board.

Dr. Lorey asked the Board to approve the quote from RTI for \$70,950 to replace all grade 3 student devices. The cost of the project is \$70,950.00. The device quote is part of the Indiana bid list.

A motion by Tim DeMotte, second by Ken Schnaus, to approve the quote from RTI, was unanimously approved by the Board.

Dr. Lorey asked the Board to approve the lease agreement with Hoosier Business Machines for printer equipment at JES, JMS, JHS and central office. The current lease expires 5/1/2022. She asked the Board to enter into a 5 year lease agreement.

A motion by Greg Eckerle, second by Arlet Jackle, to approve the least agreement with Hoosier Business Machines, was unanimously approved by the Board.

Dr. Lorey made the following announcements:

- The regular April Board meeting will be on Monday, April 25, 2022 at 7:00 p.m. at the JHS Community Room
- Public work sessions to review plans and specifications for upcoming projects have been set for:
 - o April 25, 2022-JHS Community Room-5:00 p.m.
 - Ireland and JHS CTE
 - o May 23, 2022-JHS Community Room-5:00 p.m.
 - Alumni Stadium Improvements
- Discussion Dates 2021-22
 - o May 4, 2022—Arlet Jackle

There being no further business to conduct and upon a motion by Tim DeMotte, second by Greg Eckerle, the Board voted to adjourn at 8:19 p.m.

• I.C. 5-14-1.5-6.1 (b)(6)(B) Personnel

$\Lambda \sim \Lambda \sim 10^{-10}$	
Lemany Coster	President
Jen Sismour	
) for servingue	Vice-President
Dreg Edrele	Secretary
Ares Jarkle	Member
The Man	Member

Summer Food Service Program Staff 2022

Meal Service: 11:00 - 11:30 am YMCA & School Summer Programs 11:45 - 1:00 pm Public

Days of Operation: 48 May 31 - August 5

				Vileal Dally	Hourk	Total Days Total	Total	Mass.
Position	Name	Specific Outles	Dally Hours	Hours	Pay Rate	Pay Rate Operation Cost	8	Service
Site Supervisor	Loretta Hoffman	Monitoring, meal counts, planning, ordering & inventory	8:00 am - 2:00 pm	9	\$14.82	48	\$4,268.16	8
Regular Staff	Michelle Witte	Meal prep, serving, cleaning	9:30 am - 1:30 pm	4	\$11.97	48	\$2 298 24	12
Regular Staff	Deb Goeppner	Meal prep, serving, cleaning	9:30 am - 1:30 pm	4	\$10.37	48	\$1,991.04	2
Cubefile	Suballinto Seaff							
37 Y					7,000,000			
Substitute					310.02/III			
Substitute								
Substitute								
Substitute								
Substitute								
							\$8,557.44	
						:		
			•					
Deb Goeppner off: June 13-17	June 13-17							
	July 18-22							
Michelle Witte off:	June 15-17				:	:		
June 22-24	June 22-24					:		: :
	July 25-29							

CERTIFICATE OF THE GREATER JASPER SCHOOL BUILDING CORPORATION REGARDING DEEMED FINAL OFFICIAL STATEMENT AND RULE 15C2-12

The undersigned hereby certifies and represents to the underwriter (the "Underwriter") of the Greater Jasper School Building Corporation's (the "Issuer") Ad Valorem Property Tax First Mortgage Bonds, Series 2022 (the "Bonds") that the undersigned are duly appointed and acting officers of the Issuer and Greater Jasper Consolidated Schools (the "School Corporation") authorized to execute and deliver this Certificate and further certifies on behalf of the Issuer and the School Corporation to the Underwriter as follows:

This Certificate is delivered to enable the Underwriter to comply with Rule 15c2-12, under the Securities Exchange Act of 1934, as amended to the date hereof (the "Rule") in connection with the offering and sale of the Bonds.

In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated the date hereof, setting forth information concerning the Bonds and the Issuer (the "Preliminary Official Statement").

As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters and the identity of the Underwriter, all with respect to the Bonds.

The information in the Preliminary Official Statement is final within the meaning of the Rule except for Permitted Omissions and is accurate and complete in all material respects except for Permitted Omissions.

If, at any time prior to the formal sale of the Bonds to the Underwriter, any event occurs as a result of which the Issuer Information includes an untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall promptly notify the Underwriter thereof.

The Underwriter is authorized to distribute and use the Preliminary Official Statement in connection with the marketing of the Bonds.

Dated: March 28, 2022

[Remainder of page intentionally left blank]

GREATER JASPER SCHOOL BUILDING CORPORATION By: Lelant fullingen Name: Frederick Hollinden Title: President ATTEST: By: Anne Brosmer Name: Anne Brosmer

[Building Corporation Signature Page]

Title: Secretary

GREATER JASPER CONSOLIDATED **SCHOOLS**

Name: Bernie Vogler

Title: President, Board of School Trustees

ATTEST:

Name: Greg Eckerle

Title: Secretary. Board of School Trustees

[School Corporation Signature Page]

LEASE AGREEMENT

Between

GREATER JASPER SCHOOL BUILDING CORPORATION LESSOR

and

GREATER JASPER CONSOLIDATED SCHOOLS LESSEE

Executed this 28th day of March, 2022

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") entered into this 28th day of March, 2022, between Greater Jasper School Building Corporation, an Indiana corporation (the "Lessor" or "Building Corporation"), and Greater Jasper Consolidated Schools, a school corporation, existing under the laws of the State of Indiana and located in Dubois County, Indiana (the "Lessee" or "School Corporation"), WITNESSETH THAT:

1. <u>Premises, Term and Warranty</u>. The Lessor does hereby lease, demise and let to Lessee the real estate in Dubois County, Indiana, more particularly described in <u>Exhibit A</u> attached hereto and made a part hereof, and a portion of the Ireland Elementary School building to be renovated and equipped thereon by Lessor, including the construction of an addition thereon, according to plans and specifications prepared (the "Leased Premises").

The above mentioned plans and specifications may be changed, additional renovation work may be performed and equipment may be acquired by Lessor, but only with the approval of Lessee, and only if such changes or modifications or additional renovation work or equipment do not alter the character of the building or reduce the value thereof. Any such additional renovation work or equipment shall be part of the property covered by this Lease. The above mentioned plans and specifications have been filed with and approved by Lessee.

TO HAVE AND TO HOLD the Leased Premises with all rights privileges, easements and appurtenances thereunto belonging, unto Lessee, for a term of twenty-two (22) years, beginning on the date on which the Lessor acquires fee simple title to real estate, and ending on the day prior to such date twenty-two (22) years thereafter. However, the term of this Lease will terminate at the earlier of (a) the exercise by the Lessee of the option to purchase the Leased Premises and the payment of the option price, or (b) the payment or defeasance of all first mortgage bonds issued (i) to finance the cost of the Leased Premises, (ii) to refund such first

mortgage bonds, (iii) to refund such ad valorem property tax first mortgage refunding bonds, or (iv) to improve the Leased Premises. The date the Lessor acquires fee simple title to the real estate described in Exhibit A shall be endorsed on this Lease at the end hereof by parties hereto as soon as the same can be done after such acquisition, and such endorsement shall be recorded as an addendum to this Lease. The Lessor hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple to the above described real estate, and Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by the acts or omissions of Lessee or its assigns. The date the building is completed and ready for occupancy shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after such completion, and such endorsement shall be recorded as an addendum to this Lease.

2. Rental Payments. The Lessee agrees to pay rental during renovation for the Leased Premises in the amount of up to \$1,750,000 per payment payable on June 30 and December 31 beginning on June 30, 2024 until completion of construction and renovation. Thereafter, the Lessee agrees to pay rental for the Leased Premises at the maximum rate of \$3,500,000 per year during the term of the Lease. The first rental installment shall be due on the day that the building to be renovated and equipped is completed and ready for occupancy or June 30, 2025, whichever is later. If the completion date is later than June 30, 2025, the first rental payment shall be in an amount calculated at the annual rate from the date of payment to the next June 30 or December 31. Thereafter, rental shall be payable in advance in semiannual installments of \$1,750,000 on June 30 and December 31 of each year. The last semiannual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the

annual rate specified above from the date such installment is due to the date of the expiration of this Lease.

The Lessor and Lessee understand and agree that the obligation of the Lessee to pay the rental payments under this Lease shall constitute a current expense of the Lessee payable from its debt service fund or any other funds that are legally available for that purpose and shall not in any way be construed to be a debt of the Lessee in contravention of any applicable constitutional or statutory limitation.

All rentals payable under the terms of this Lease shall be paid by the Lessee to the bank selected as Trustee (the "Trustee") under the Trust Indenture between the Trustee and the Lessor (the "Indenture") or to such other bank or trust company as may from time to time succeed such bank as Trustee under the Indenture securing the first mortgage bonds to be issued by the Lessor to finance the Leased Premises. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder. The bank selected as Trustee shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after selection, and such endorsement shall be recorded as an addendum to this Lease.

After the sale of the first mortgage bonds issued to finance the acquisition and renovation of the Leased Premises, the annual rental provided for in the first paragraph of this Section 2 shall be reduced to an amount equal to the multiple of \$1,000 next higher than the sum of principal and interest due on such bonds in each twelve-month period ending on January 15 in order to pay the debt service when due, plus up to Five Thousand Dollars (\$5,000) payable in semiannual installments. Such amount of reduced annual rental shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after the sale of said bonds and such endorsement shall be recorded as an addendum to this Lease.

- 3. Additional Rental Payments. The Lessee shall pay as further rental for the Leased Premises all taxes and assessments levied against or on account of the Leased Premises and/or the receipt of lease rental payments. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which the same must be paid to avoid delinquency. In case the Lessee shall in good faith desire to contest the validity of any such tax or assessment, and shall so notify the Lessor, and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the nonpayment thereof when due, the Lessee shall not be obligated to pay the same until such contests shall have been determined. The Lessee shall pay as further rental the amount calculated by or for Lessor as the amount required to be rebated or paid as a penalty in lieu of rebate to the United States Treasury, after taking into account other available moneys, to prevent the first mortgage bonds issued to finance the acquisition and renovation of the Leased Premises from becoming arbitrage obligations under Section 148 of the Internal Revenue Code of 1986, as amended.
- 4. <u>Abatement of Rent</u>. In the event the Leased Premises shall be partially or totally destroyed, whether by fire or any other casualty, or are taken under the exercise of the power of eminent domain, so as to render them unfit, in whole or part, for use or occupancy by the Lessee, it shall then be the obligation of the Lessor to restore and rebuild the Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; <u>provided</u>, <u>however</u>, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by the Lessor from the insurance

provided for in Section 6 hereof or the condemnation proceeds received by the Lessor, whichever is applicable.

If there is in force on the date of partial or total destruction or taking, insurance on the Leased Premises and the rental value thereof, in accordance with the provisions of Section 6 hereof, the rent shall be abated for the period during which the Leased Premises or any part thereof are unfit or unavailable for occupancy and shall be in proportion to the percentage of floor area which is unfit or unavailable for occupancy.

- 5. <u>Maintenance</u>. Alterations and Repairs. The Lessee assumes all responsibility for maintenance, repairs and alterations to the Leased Premises. At the end of the term, Lessee shall deliver the Leased Premises to Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by Lessee. The proceeds of the sale of any personal property shall be paid to the Trustee. Lessee may trade in any obsolete or worn out personal property or replacement property which replacement property will belong to Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property. Lessee need not replace worn out or obsolete personal property, but may replace such property at its own expense, and the replacement property shall belong to Lessee.
- 6. <u>Insurance</u>. Lessee, at its own expense, will, during the full term of the Lease, keep the Leased Premises insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of buildings or facilities of a similar type, with good and responsible insurance companies acceptable to Lessor. Such insurance shall be in an amount equal to one hundred percent (100%) of the full replacement cost of the Leased Premises. During the full term of this Lease, Lessee will also, at its own expense, maintain rent

or rental value insurance in amount equal to the full rental value of the Leased Premises for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this clause. During the full term of this Lease, Lessee will also, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage with reference to the Leased Premises in an amount not less than One Million Dollars (\$1,000,000) on account of each occurrence with one or more good and responsible insurance companies. The public liability insurance required herein may be by blanket insurance policy or policies.

The proceeds of the public liability insurance required herein (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies shall be for the benefit of persons having an insurable interest in the Leased Premises, and shall be made payable to the Lessor or to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer authorized to do business in the State of Indiana, and such policies (or certificates of insurance for each policy) and the certificate of the architect or engineer hereinbefore referred to shall be deposited with the Lessor. If, at any time, the Lessee fails to maintain insurance in accordance with this Section, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rental payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance, including its obligation to continue the rental payments in case of total or partial destruction of the buildings as provided in Section 4 hereof.

7. <u>Eminent Domain</u>. If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by Lessor.

Such proceeds shall be applied in one or more of the following ways:

- (a) The restoration of the Leased Premises to substantially the same condition as it existed prior to the exercise of said power of eminent domain, or
- (b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's operations on the Leased Premises and which are in furtherance of the purposes of Indiana Code, Title 20, Article 47, Chapter 3 (which improvements shall be deemed a part of the Leased Premises and available for use and occupancy by the Lessee without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby).

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Lessee shall direct Lessor in writing as to which of the ways specified in this Section the Lessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings not required to be applied for the purposes specified in subsections (a) or (b) above shall be deposited by Lessor in the Sinking Fund held by the Trustee under the Indenture.

Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Premises or any

part thereof and will to the extent it may lawfully do so permit the Lessee to litigate in any such proceedings in its own name or in the name and on behalf of the Lessor. In no event will Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.

- 8. General Covenants. The Lessee shall not assign this Lease or sublet the Leased Premises herein described without the written consent of Lessor. Lessee shall use and maintain the Leased Premises in accordance with the laws and ordinances of the United States of America, the State of Indiana, and all other proper governmental authorities. The Lessee covenants that in any contracts entered into by the Lessee providing for the use of the Leased Premises, which involve the conduct of a separate trade or business, (a) the Leased Premises would be used only (i) by a Governmental Unit within the meaning of Section 141 of the Internal Revenue Code of 1986 or (ii) by non-Governmental Units on the same basis as other members of the general public or (b) would not in the aggregate result in payments to the Lessee in an amount in excess of 5% of the principal of and interest on the first mortgage bonds issued under the Indenture.
- 9. Option to Renew. Lessor hereby grants to Lessee the right and option to renew this Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the premises for which the renewal applies, and Lessee shall exercise this option by written notice to Lessor given upon any rental payment date prior to the expiration of this Lease.
- 10. Option to Purchase. Lessor hereby grants to Lessee the right and option, on any rental payment date, upon sixty (60) days' written notice to Lessor, to purchase the Leased Premises at a price equal to the amount required to enable Lessor to liquidate by paying all

indebtedness, including all premiums payable on the redemption thereof and accrued and unpaid interest, and by paying the expenses and charges of liquidation. In no event, however, shall such purchase price exceed the capital actually invested in such property by Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor. The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor: organization and incorporation expenses, financing costs, carry charges, legal fees, architects' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee made not less than sixty (60) days prior thereto, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee on the next rental payment date in order to purchase the Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, Lessor will upon payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease.

In the event of purchase of the Leased Premises by the Lessee or conveyance of the same to the Lessee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all documentary stamps or tax payments required for the transfer of title.

Nothing contained herein shall be construed to provide that Lessee shall be under any obligation to purchase the Leased Premises, or under any obligation in respect to the creditors, shareholders, or security holders of the Lessor.

- 11. Transfer to Lessee. In the event the Lessee has not exercised its option to renew in accordance with the provisions of Section 9 hereof, and has not exercised its option to purchase the Leased Premises in accordance with the provisions of Section 10 hereof, and upon the full discharge and performance by the Lessee of its obligations under this Lease, the Leased Premises shall thereupon become the absolute property of the Lessee and upon the Lessee's request, Lessor shall execute proper instruments conveying to the Lessee all of Lessor's title thereto.
- 12. Defaults. If the Lessee shall default (a) in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor; or (b) in the observance of any other covenant, agreement or condition hereof, and such default shall continue for sixty (60) days after written notice to correct the same; then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy; file a claim with the Treasurer of the State of Indiana for an amount equal to any amount in default, and may authorize or delegate the authority to file such claim; or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

13. Notices. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at the following addresses: (a) to Lessor: Greater Jasper School Building Corporation, Attention: President, 710 Main Street, Jasper, Indiana 47546; (b) to Lessee: Greater Jasper Consolidated Schools, Attention: Superintendent, 1520 Saint Charles Street, Jasper, Indiana 47546; (c) to Trustee: at the address shown on the Addendum referred to in the first paragraph of Section 2 hereof.

Lessor and Lessee may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

- 14. <u>Successors or Assigns</u>. All covenants of this Lease, whether by Lessor or Lessee, shall be binding upon the successors and assigns of the respective parties hereto.
- 15. Construction of Covenants. Lessor was organized for the purpose of renovating and erecting school building and leasing the same to Lessee under the provisions of Indiana Code, Title 20, Article 47, Chapter 3. All provisions herein contained shall be construed in accordance with the provisions of said statutes, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of said statutes, said statutes shall be deemed to be controlling and binding upon Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf the day and year first hereinabove written.

GREATER JASPER SCHOOL BUILDING CORPORATION

Frederick Hollinden

President

Attest:

Anne Brosmer

, Secretary

[Building Corporation Signature Page to Lease Agreement]

GREATER JASPER CONSOLIDATED SCHOOLS

3y: <u>le</u>

Bernie Vogler, President Board of School Trustees

Attest:

Greg Eckerle, Secretary

Board of School Trustees

[School Corporation Signature Page to Lease Agreement]

STATE OF INDIANA)) SS:	
COUNTY OF DUBOIS)	
be the President and Secretary,	ned, a Notary Public in and for said (and <u>Leftule</u> , respectively, of the Board of Directo owledged the execution of the forego	, personally known to me to ors of Greater Jasper Schoo
WITNESS my hand and	notarial seal this day of Ma	rch, 2022.
	(Written Signature)	me
My Commission Number:	V	
682784 N	MONICA A. YOUNG Monica You Public, State of Indiana Name)	ng
SEAL CHILLIAN CO	Public, State of Inflitted Name) Dubols County mmission #682784 Commission Expires May 30, 2024	Notary Public
My Commission Expires:	My County of Residence	2 :
May 30, 2024	2 leboris	

STATE OF INDIANA)			
COUNTY OF DUBOIS) SS:)			
Before me, the und appeared Burnow to be the President and Sec Consolidated Schools, and of said school corporation.	and and are creating and are constructed are constructed as a second are constructed a	ary Public in and for d <u>Sug lckul</u> vely, of the Board of the execution of the	, person	nally known to me s of Greater Jasper
WITNESS my hand	d and notarial sea	al this <u>28 </u> day o	of March, 2022.	
		(Written Signature	Jung -	
My Commission Number:				
682784	MONICA A. YOUNG	Manica Indignanted Name)	Young	
(Cool) SEAL OF CO	Dubols County ommission #6827 Commission Expi	84		Notary Public
My Commission Expires:	May 30, 2024	My County of Res	sidence:	
Way 30, 2024		Dubois		

EXHIBIT A

LEGAL DESCRIPTION

The Leased Premises shall consist of a portion of Ireland Elementary School, including the real estate upon which an addition will be constructed, which is more particularly described as follows:

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Erik Long.

This instrument was prepared by Erik Long, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, IN 46282.

EXCERPTS FROM MINUTES OF A MEETING OF THE BOARD OF SCHOOL TRUSTEES OF GREATER JASPER CONSOLIDATED SCHOOLS

A meeting of the Board of School Trustees (the "Board") of Greater Jasper Consolidated Schools (the "School Corporation") was held at 1600 St. Charles, Jasper, Indiana, on March 28, 2022, at the hour of 7:00 p.m. (Local Time), pursuant to notice duly given in accordance with the rules of the Board.

The meeting was called to order by the President of the Board.

On call of the roll, the members of the Board were shown to be present or absent as follows:

Present: Bernie Vogler, Ken Schnaus, Greg Eckerle, Arlet Jackle, Tim Demotte

Absent:

(Among other proceedings had and actions taken were the following:)

The President presided over the meeting and stated that notice of this meeting with respect to the hearing on the Lease (as defined herein) had been published in *The Herald* on February 25, 2022. The proof of publication was presented to the meeting, and upon examination was found to be in due form of law. On motion duly made, seconded and carried, said notice and proof of publication thereof were approved and ordered filed.

The Secretary further stated that the proposed Lease Agreement (the "Lease"), plans, and estimates for the school facilities to be renovated and improved by the Greater Jasper School Building Corporation (the "Building Corporation") had been on file from the date of publication of the notice until today, in the Administration Building of the School Corporation. Copies of the same were presented to this meeting for the inspection of the members of the Board. The Secretary said that it was not necessary to review in detail all of the procedures to date since the Board was familiar with all steps heretofore taken, including the proposed Lease, plans, and

estimates just submitted, but that if any persons present, other than members of this Board had any questions concerning these documents or the previous actions of this Board, or other steps taken looking towards the renovation of the school facilities, the Board would be glad to answer the same.

The meeting was then open for questions and for the hearing of all persons interested. After hearing all persons interested, and following discussion by members of the Board, on motion duly made and seconded, the resolution attached as <u>Exhibit A</u> was adopted.

It was then explained that a portion of the construction bids and contracts would need to be assigned to the Building Corporation, once they are received. The Building Corporation will use bond proceeds to fund such bids and contracts in order to complete the proposed projects. On motion duly made and seconded, the resolution attached as <u>Exhibit B</u> was adopted.

The President further advised the Board that it needed to approve the form of Third Supplement to Master Continuing Disclosure Undertaking and the issuance of bonds. On motion duly made and seconded, the resolution attached as <u>Exhibit C</u> was adopted.

The President next explained that the Board needed to consider and authorize the issuance of one or more series of Bond Anticipation Notes ("BANs") by the Building Corporation. After discussion of the proposed BANs, upon motion duly made and seconded, the resolution attached as Exhibit D was adopted.

There being no further business to come before the meeting, the meeting was thereupon adjourned.

Secretary, Board of School Trustees

APPROVED:

President, Board of School Trustees

EXHIBIT A

RESOLUTION AUTHORIZING EXECUTION OF LEASE

WHEREAS, on February 28, 2022, this Board of School Trustees (the "Board") examined and approved a form of Lease Agreement (the "Lease") between the Greater Jasper School Building Corporation (the "Building Corporation") and Greater Jasper Consolidated Schools (the "School Corporation"); and,

WHEREAS, notice of a hearing on the proposed Lease was given by publication in *The Herald* on February 25, 2022, and said hearing has been held in accordance with the notice; now, therefore,

BE IT RESOLVED by the Board of the School Corporation, that the preliminary plans and estimates provide the necessary facilities for the pupils of this School Corporation and the same now are hereby approved, and any members of the Board be, and they are hereby authorized and directed to endorse their approval upon such plans and estimates.

BE IT FURTHER RESOLVED, that the proposed Lease provides for a fair and reasonable rental, and further that the execution of the Lease is necessary and wise.

BE IT FURTHER RESOLVED, that the Secretary or Assistant Secretary of the Board is authorized and directed to initial and date a copy of the proposed Lease and to place the same in the minute book immediately following the minutes of this meeting, and said Lease is made a part of this resolution as fully as if the same were set forth herein.

BE IT FURTHER RESOLVED, that any officers of the Board be, and they are hereby authorized and directed to execute Lease on behalf of the School Corporation.

BE IT FURTHER RESOLVED, that the officers of the Board have full authority to execute any and all documents necessary to execute the Lease and a Deed, if applicable, or for the issuance of the bonds secured by such Lease; further, that the use of electronic signatures by officers of the Board or representatives of the School Corporation are hereby authorized and affirmed with full valid legal effect and enforceability.

Passed and Adopted this 28th day of March, 2022.

President, Board of School Trustees

EXHIBIT B

RESOLUTION ASSIGNING CONSTRUCTION BIDS AND CONTRACTS

WHEREAS, the Greater Jasper Consolidated Schools (the "School Corporation") reasonably expects to receive construction bids or enter into contracts for the (i) renovation of and improvements to Ireland Elementary School, including the construction of classroom additions, (ii) renovation of and improvements to Jasper High School, including classroom and career and technical education renovations, (iii) site and athletics improvements, and (iv) mechanical and interior improvements to all school facilities (collectively, the "Projects"); and

WHEREAS, the School Corporation intends to sell certain real estate on which certain of the Projects will be constructed, renovated and improved (the "Real Estate") to the Greater Jasper School Building Corporation (the "Building Corporation"), which Building Corporation will complete the Projects; and

WHEREAS, the School Corporation intends to establish a construction fund and appropriate the funds it receives from the Building Corporation for the sale of the Real Estate; now, therefore,

BE IT RESOLVED, certain construction bids and contracts relating to the Projects are hereby assigned to the Building Corporation, once received and at the discretion of the Board.

BE IT FURTHER RESOLVED, that the Board of School Trustees of the School Corporation shall hold a public hearing to discuss the additional appropriation of the funds received from the sale of the Real Estate in the calendar year in which such sale of Real Estate occurs.

Passed and Adopted this 28th day of March, 2022.

President, Board of School Trustees

EXHIBIT C

RESOLUTION APPROVING THIRD SUPPLEMENT TO MASTER CONTINUING DISCLOSURE UNDERTAKING AND ISSUANCE OF BONDS

WHEREAS, a Third Supplement to Master Continuing Disclosure Undertaking (the "Undertaking") has been presented to the Board of School Trustees (the "Board") of Greater Jasper Consolidated Schools (the "School Corporation") in connection with the issuance of the Greater Jasper School Building Corporation Ad Valorem Property Tax First Mortgage Bonds, Series 2023 (the "Bonds"); and

WHEREAS, the Board must approve the form of Undertaking and the issuance of the Bonds; now, therefore,

BE IT RESOLVED, that the Board hereby approves the form of Undertaking and hereby authorizes any officers of the Board to execute such Undertaking.

BE IT RESOLVED, that any officers of the Board are hereby authorized and directed to execute any and all documents and certificates required in order to issue and deliver the Bonds.

Passed and Adopted this 28th day of March, 2022.

President, Board of School Trustees

EXHIBIT D

RESOLUTION APPROVING ISSUANCE OF BOND ANTICIPATION NOTES

WHEREAS, the Board of School Trustees (the "Board") of Greater Jasper Consolidated Schools (the "School Corporation") has previously approved the incorporation and existence of Greater Jasper School Building Corporation (the "Building Corporation"), a not-for-profit corporation organized for the purpose of financing, constructing and equipping school facilities and leasing the same to the School Corporation in accordance with Indiana Code §20-47-3; and

WHEREAS, certain preliminary expenses have been and will be incurred in connection with the (i) renovation of and improvements to Ireland Elementary School, including the construction of classroom additions, (ii) renovation of and improvements to Jasper High School, including classroom and career and technical education renovations, (iii) site and athletics improvements, and (iv) mechanical and interior improvements to all school facilities (collectively, the "Projects"), including architectural fees and construction and management fees; and

WHEREAS, it is anticipated that the Building Corporation will issue bonds to finance the cost of the Projects and one or more series of Bond Anticipation Notes (the "BANs") to pay for preliminary costs related to the Projects;

NOW, THEREFORE, BE IT RESOLVED by the Board of the School Corporation that the issuance, sale and delivery by the Building Corporation of one or more series of BANs in an aggregate amount not to exceed \$25,000,000 is hereby approved.

Passed and adopted this 28th day of March, 2022.

President, Board of School Trustees

ATTEST:

EXCERPTS FROM MINUTES OF A MEETING OF THE BOARD OF SCHOOL TRUSTEES OF GREATER JASPER CONSOLIDATED SCHOOLS

A meeting of the Board of School Trustees (the "Board") of Greater Jasper Consolidated Schools (the "School Corporation") was held at 1600 St. Charles, Jasper, Indiana, on March 28, 2022, at the hour of 7:00 p.m. (Local Time), pursuant to notice duly given in accordance with the rules of the Board.

The meeting was called to order by the President of the Board.

On call of the roll, the members of the Board were shown to be present or absent as follows:

Present: Bernie Vogler, Ken Schnaus, Greg Eckerle, Arlet Jackle, Tim Demotte

Absent:

(Among other proceedings had and actions taken were the following:)

The President presided over the meeting and stated that notice of this meeting with respect to the hearing on the Lease (as defined herein) had been published in *The Herald* on February 25, 2022. The proof of publication was presented to the meeting, and upon examination was found to be in due form of law. On motion duly made, seconded and carried, said notice and proof of publication thereof were approved and ordered filed.

The Secretary further stated that the proposed Lease Agreement (the "Lease"), plans, and estimates for the school facilities to be renovated and improved by the Greater Jasper School Building Corporation (the "Building Corporation") had been on file from the date of publication of the notice until today, in the Administration Building of the School Corporation. Copies of the same were presented to this meeting for the inspection of the members of the Board. The Secretary said that it was not necessary to review in detail all of the procedures to date since the Board was familiar with all steps heretofore taken, including the proposed Lease, plans, and

estimates just submitted, but that if any persons present, other than members of this Board had any questions concerning these documents or the previous actions of this Board, or other steps taken looking towards the renovation of the school facilities, the Board would be glad to answer the same.

The meeting was then open for questions and for the hearing of all persons interested. After hearing all persons interested, and following discussion by members of the Board, on motion duly made and seconded, the resolution attached as <u>Exhibit A</u> was adopted.

It was then explained that a portion of the construction bids and contracts would need to be assigned to the Building Corporation, once they are received. The Building Corporation will use bond proceeds to fund such bids and contracts in order to complete the proposed projects. On motion duly made and seconded, the resolution attached as Exhibit B was adopted.

The President further advised the Board that it needed to approve the form of Third Supplement to Master Continuing Disclosure Undertaking and the issuance of bonds. On motion duly made and seconded, the resolution attached as <u>Exhibit C</u> was adopted.

The President next explained that the Board needed to consider and authorize the issuance of one or more series of Bond Anticipation Notes ("BANs") by the Building Corporation. After discussion of the proposed BANs, upon motion duly made and seconded, the resolution attached as <u>Exhibit D</u> was adopted.

There being no further business to come before the meeting, the meeting was thereupon adjourned.

Secretary, Board of School Trustees

APPROVED:

President, Board of School Trustees

EXHIBIT A

RESOLUTION AUTHORIZING EXECUTION OF LEASE

WHEREAS, on February 28, 2022, this Board of School Trustees (the "Board") examined and approved a form of Lease Agreement (the "Lease") between the Greater Jasper School Building Corporation (the "Building Corporation") and Greater Jasper Consolidated Schools (the "School Corporation"); and,

WHEREAS, notice of a hearing on the proposed Lease was given by publication in <u>The Herald</u> on February 25, 2022, and said hearing has been held in accordance with the notice; now, therefore.

BE IT RESOLVED by the Board of the School Corporation, that the preliminary plans and estimates provide the necessary facilities for the pupils of this School Corporation and the same now are hereby approved, and any members of the Board be, and they are hereby authorized and directed to endorse their approval upon such plans and estimates.

BE IT FURTHER RESOLVED, that the proposed Lease provides for a fair and reasonable rental, and further that the execution of the Lease is necessary and wise.

BE IT FURTHER RESOLVED, that the Secretary or Assistant Secretary of the Board is authorized and directed to initial and date a copy of the proposed Lease and to place the same in the minute book immediately following the minutes of this meeting, and said Lease is made a part of this resolution as fully as if the same were set forth herein.

BE IT FURTHER RESOLVED, that any officers of the Board be, and they are hereby authorized and directed to execute Lease on behalf of the School Corporation.

BE IT FURTHER RESOLVED, that the officers of the Board have full authority to execute any and all documents necessary to execute the Lease and a Deed, if applicable, or for the issuance of the bonds secured by such Lease; further, that the use of electronic signatures by officers of the Board or representatives of the School Corporation are hereby authorized and affirmed with full valid legal effect and enforceability.

Passed and Adopted this 28th day of March, 2022.

President, Board of School Trustees

EXHIBIT B

RESOLUTION ASSIGNING CONSTRUCTION BIDS AND CONTRACTS

WHEREAS, the Greater Jasper Consolidated Schools (the "School Corporation") reasonably expects to receive construction bids or enter into contracts for the (i) renovation of and improvements to Ireland Elementary School, including the construction of classroom additions, (ii) renovation of and improvements to Jasper High School, including classroom and career and technical education renovations, (iii) site and athletics improvements, and (iv) mechanical and interior improvements to all school facilities (collectively, the "Projects"); and

WHEREAS, the School Corporation intends to sell certain real estate on which certain of the Projects will be constructed, renovated and improved (the "Real Estate") to the Greater Jasper School Building Corporation (the "Building Corporation"), which Building Corporation will complete the Projects; and

WHEREAS, the School Corporation intends to establish a construction fund and appropriate the funds it receives from the Building Corporation for the sale of the Real Estate; now, therefore,

BE IT RESOLVED, certain construction bids and contracts relating to the Projects are hereby assigned to the Building Corporation, once received and at the discretion of the Board.

BE IT FURTHER RESOLVED, that the Board of School Trustees of the School Corporation shall hold a public hearing to discuss the additional appropriation of the funds received from the sale of the Real Estate in the calendar year in which such sale of Real Estate occurs.

Passed and Adopted this 28th day of March, 2022.

President, Board of School Trustees

EXHIBIT C

RESOLUTION APPROVING THIRD SUPPLEMENT TO MASTER CONTINUING DISCLOSURE UNDERTAKING AND ISSUANCE OF BONDS

WHEREAS, a Third Supplement to Master Continuing Disclosure Undertaking (the "Undertaking") has been presented to the Board of School Trustees (the "Board") of Greater Jasper Consolidated Schools (the "School Corporation") in connection with the issuance of the Greater Jasper School Building Corporation Ad Valorem Property Tax First Mortgage Bonds, Series 2023 (the "Bonds"); and

WHEREAS, the Board must approve the form of Undertaking and the issuance of the Bonds; now, therefore,

BE IT RESOLVED, that the Board hereby approves the form of Undertaking and hereby authorizes any officers of the Board to execute such Undertaking.

BE IT RESOLVED, that any officers of the Board are hereby authorized and directed to execute any and all documents and certificates required in order to issue and deliver the Bonds.

Passed and Adopted this 28th day of March, 2022.

President, Board of School Trustees

EXHIBIT D

RESOLUTION APPROVING ISSUANCE OF BOND ANTICIPATION NOTES

WHEREAS, the Board of School Trustees (the "Board") of Greater Jasper Consolidated Schools (the "School Corporation") has previously approved the incorporation and existence of Greater Jasper School Building Corporation (the "Building Corporation"), a not-for-profit corporation organized for the purpose of financing, constructing and equipping school facilities and leasing the same to the School Corporation in accordance with Indiana Code §20-47-3; and

WHEREAS, certain preliminary expenses have been and will be incurred in connection with the (i) renovation of and improvements to Ireland Elementary School, including the construction of classroom additions, (ii) renovation of and improvements to Jasper High School, including classroom and career and technical education renovations, (iii) site and athletics improvements, and (iv) mechanical and interior improvements to all school facilities (collectively, the "Projects"), including architectural fees and construction and management fees; and

WHEREAS, it is anticipated that the Building Corporation will issue bonds to finance the cost of the Projects and one or more series of Bond Anticipation Notes (the "BANs") to pay for preliminary costs related to the Projects;

NOW, THEREFORE, BE IT RESOLVED by the Board of the School Corporation that the issuance, sale and delivery by the Building Corporation of one or more series of BANs in an aggregate amount not to exceed \$25,000,000 is hereby approved.

Passed and adopted this 28th day of March, 2022.

President, Board of School Trustees

ATTEST: