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## **SCHOOL DISTRICT OF WAUPACA**

### **SALE RESULTS**

### **FOR**

**\$8,525,000 Taxable G.O. Refunding Bonds**

**Dated: March 12, 2013**

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**PRESENTED BY:  
CAROL A. WIRTH, PRESIDENT**

# PRELIMINARY OFFICIAL STATEMENT

## NEW ISSUE

Investment Rating Requested:  
Moody's Investors Service

Outstanding Obligations Rated:  
Moody's Investors Service – "Aa3"

In the opinion of Quarles & Brady LLP, Bond Counsel, **interest on the Bonds is included in gross income for federal income tax purposes.** See "LEGAL MATTERS - Taxability of Interest" herein. The interest on the Bonds is not exempt from present State of Wisconsin income or franchise taxes.

## SCHOOL DISTRICT OF WAUPACA Portage, Waupaca and Waushara Counties, Wisconsin

### \$8,525,000\* Taxable General Obligation Refunding Bonds

DATED: April 2, 2013

DUE: April 1  
as shown below

The Bonds are being issued pursuant to Chapter 67 of the Wisconsin Statutes and the Bond Resolution for the purpose of paying a portion of the cost of advance refunding Outstanding Obligations of the District (as further described herein). The Bonds are general obligations of the District and are payable from taxes levied on all property within the District.

The Bonds are issued as fully registered Bonds and will be registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as the securities depository of the Bonds. Individual purchases will be made in book-entry form only in denominations of \$5,000 principal amount or any integral multiple thereof. Purchasers will not receive certificates representing their interests in the Bonds purchased. Payments on the Bonds will be made by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal/Escrow Agent"), to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners. See "Book-Entry-Only System" herein. Interest on the Bonds shall be payable commencing April 1, 2014 and semiannually thereafter on October 1 and April 1 of each year.

### MATURITY SCHEDULE\*

April 1	Amount	Rate	Yield	CUSIP Base 943237	April 1	Amount	Rate	Yield	CUSIP Base 943237
2014	\$ 115,000				2017	\$2,385,000			
2015	165,000				2018	555,000			
2016	2,330,000				2019	2,975,000			

(Plus accrued interest from April 2, 2013)

The Bonds are not subject to redemption prior to maturity.

The Bonds are offered when, as and if issued and received by the Underwriter subject to prior sale, to withdrawal or modification of the offer without notice, and to the approval of legality by Quarles & Brady LLP, Milwaukee, Wisconsin, Bond Counsel. The Bonds are expected to be delivered on or about April 2, 2013.

**BOSC, Inc.**  
A subsidiary of BOK Financial Corporation

**Wisconsin Public Finance Professionals, LLC**  
Financial Advisor to the Issuer

The date of this Preliminary Official Statement is February 26, 2013.

\* Preliminary, subject to change.

## Summary of Sale Results

### Background

On January 17, 2013, a report on Refinancing 2005 Bonds with advance refunding was presented to the Finance Committee. The 2005 Bonds are outstanding at an interest rate of 3.91%, and are not “callable” until April 1, 2015. The District is utilizing a special form of refinancing called “advance refunding” whereby the callable portion of the 2005 Bonds (principal and interest) will be escrowed and paid off with special U.S. Treasuries called “SLGS” until they can be called. The Treasury Department has resumed the sale of SLGS, which allows the District to accomplish the most efficient escrow.

### Market Preparations

Wisconsin Public Finance Professionals, LLC (“WPFP”) has coordinated the financing team and prepared the District to access the bond market. An Official Statement was prepared for submission to Moody’s Investors Service in request of a bond rating, and for distribution by the underwriter, BOSC Inc., to investors. Moody’s rating committee assigned the rating of “**Aa3**” to the District’s Bonds which “reflects the district’s moderately-sized tax base with a slightly below average residential income indices; sound financial operations with healthy reserves; and manageable debt burden with limited future borrowing plans.” A copy of the credit report is included herein for your review.

### Market Results

The Bonds are being purchased by BOSC, Inc., as Underwriter. The final principal amount of bonds issued is **\$8,525,000 at an average interest rate for the Bonds is 1.29%**. The final interest rates are contained in the Bond Purchase Agreement attached to the resolution as Exhibit A. The total fees and expenses associated with the issuance of the Bonds is \$90,768.75 and will be paid by the Escrow Agent (Associated Trust) in accordance with the terms of the Escrow Agreement.

### Net Savings Results

The final interest rates produced a net savings of \$256,037 which occurs as approximately \$42,000/year from 2014 – 2019. The net present value savings is \$241,636, or 3.019% of refunded principal. Final debt service schedules are included herein.

The proceeds of the Bonds will be deposited in an Escrow Account on April 2, 2013 with Associated Trust Co. At that time, the callable portion of the 2005 Bonds will have been provided for and will be removed from the District’s legal debt limit calculation. The Escrow Agent will make the interest and final principal payments to bondholders until April 1, 2015.

### Final Resolution – School Board Action

The resolution for the Board’s consideration is included at the end of this report. It contains the final principal amount and interest rates achieved during marketing. Approval of the resolution by the Board locks in the rates and approves entering into the Escrow Agreement for the callable portion of the 2005 Bonds. On April 2, the Escrow Agent will receive \$8,488,131.25 of Bond proceeds and will purchase the SLGS for the Escrow Account and pay issuance expenses.

Sources & Uses

Dated 04/02/2013 | Delivered 04/02/2013

**Sources Of Funds**

Par Amount of Bonds	\$8,525,000.00
Transfers from Prior Issue Debt Service Funds	154,237.50
<b>Total Sources</b>	<b>\$8,679,237.50</b>

**Uses Of Funds**

Total Underwriter's Discount (0.432%)	36,868.75
Costs of Issuance	53,900.00
Deposit to Net Cash Escrow Fund	8,583,847.86
Rounding Amount	4,620.89
<b>Total Uses</b>	<b>\$8,679,237.50</b>

Actual Debt Service Comparison  
Before and After Refunding 2005 Bonds

Budget Year	Before Refunding <u>Total Debt Service</u>	After Refunding <u>Total Debt Service</u>	Actual <u>Savings</u>
2012/13	\$ 165,217	\$ 10,980	\$154,237 *
2013/14	369,705	327,690	42,015
2014/15	728,725	685,342	43,382
2015/16	2,462,867	2,419,694	43,173
2016/17	2,493,370	2,452,867	40,503
2017/18	649,340	607,474	41,866
2018/19	<u>3,039,600</u>	<u>2,994,502</u>	<u>45,098</u>
	<u>\$9,908,824</u>	<u>\$9,498,549</u>	\$410,274

\*Less: District Funds

**Net Savings** (154,237)

**Net Present Value Benefit** \$241,636  
or 3.019% of Refunded Principal (\$8,005,000)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+	Fiscal Total
04/02/2013	-	-	-	-	-
04/01/2014	\$ 120,000.00	0.400%	\$100,786.76	\$ 220,786.76	-
10/01/2014	-	-	50,293.75	50,293.75	\$ 271,080.51
04/01/2015	165,000.00	0.600%	50,293.75	215,293.75	-
10/01/2015	-	-	49,798.75	49,798.75	265,092.50
04/01/2016	2,330,000.00	0.850%	49,798.75	2,379,798.75	-
10/01/2016	-	-	39,896.25	39,896.25	2,419,695.00
04/01/2017	2,385,000.00	1.000%	39,896.25	2,424,896.25	-
10/01/2017	-	-	27,971.25	27,971.25	2,452,867.50
04/01/2018	555,000.00	1.250%	27,971.25	582,971.25	-
10/01/2018	-	-	24,502.50	24,502.50	607,473.75
04/01/2019	2,970,000.00	1.650%	24,502.50	2,994,502.50	-
10/01/2019	-	-	-	-	2,994,502.50
<b>Total</b>	<b>\$8,525,000.00</b>	<b>-</b>	<b>\$485,711.76</b>	<b>\$9,010,711.76</b>	<b>-</b>

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
04/01/2014	Serial Coupon	0.400%	0.400%	120,000.00	100.0000%	120,000.00
04/01/2015	Serial Coupon	0.600%	0.600%	165,000.00	100.0000%	165,000.00
04/01/2016	Serial Coupon	0.850%	0.850%	2,330,000.00	100.0000%	2,330,000.00
04/01/2017	Serial Coupon	1.000%	1.000%	2,385,000.00	100.0000%	2,385,000.00
04/01/2018	Serial Coupon	1.250%	1.250%	555,000.00	100.0000%	555,000.00
04/01/2019	Serial Coupon	1.650%	1.650%	2,970,000.00	100.0000%	2,970,000.00
<b>Total</b>		<b>-</b>	<b>-</b>	<b>\$8,525,000.00</b>	<b>-</b>	<b>\$8,525,000.00</b>

**Bid Information**

Par Amount of Bonds	\$8,525,000.00
Gross Production	\$8,525,000.00
Total Underwriter's Discount (0.432%)	\$(36,868.75)
Bid (99.568%)	8,488,131.25
Total Purchase Price	\$8,488,131.25
Bond Year Dollars	\$37,551.32
Average Life	4.405 Years
Average Coupon	1.2934612%

**2005 Bonds Debt Service To Maturity And To Call**

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
10/01/2013	-	154,237.50	154,237.50	-	-	154,237.50	154,237.50
04/01/2014	-	154,237.50	154,237.50	-	3.650%	154,237.50	154,237.50
10/01/2014	-	154,237.50	154,237.50	-	-	154,237.50	154,237.50
04/01/2015	\$8,005,000.00	154,237.50	8,159,237.50	-	5.000%	154,237.50	154,237.50
10/01/2015	-	-	-	-	-	154,237.50	154,237.50
04/01/2016	-	-	-	2,195,000.00	3.700%	154,237.50	2,349,237.50
10/01/2016	-	-	-	-	-	113,630.00	113,630.00
04/01/2017	-	-	-	2,310,000.00	3.800%	113,630.00	2,423,630.00
10/01/2017	-	-	-	-	-	69,740.00	69,740.00
04/01/2018	-	-	-	520,000.00	3.900%	69,740.00	589,740.00
10/01/2018	-	-	-	-	-	59,600.00	59,600.00
04/01/2019	-	-	-	2,980,000.00	4.000%	59,600.00	3,039,600.00
<b>Total</b>	<b>\$8,005,000.00</b>	<b>\$616,950.00</b>	<b>\$8,621,950.00</b>	<b>\$8,005,000.00</b>	<b>-</b>	<b>\$1,411,365.00</b>	<b>\$9,416,365.00</b>

**Escrow Fund Cashflow**

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
04/02/2013	-	-	-	\$ 0.86	-	0.86
10/01/2013	\$ 144,714.00	0.100%	\$ 9,522.81	154,236.81	\$ 154,237.50	0.17
04/01/2014	144,533.00	0.140%	9,704.39	154,237.39	154,237.50	0.06
10/01/2014	144,735.00	0.180%	9,502.60	154,237.60	154,237.50	0.16
04/01/2015	8,149,865.00	0.230%	9,372.34	8,159,237.34	8,159,237.50	-
<b>Total</b>	<b>\$8,583,847.00</b>	<b>-</b>	<b>\$38,102.14</b>	<b>\$8,621,950.00</b>	<b>\$8,621,950.00</b>	<b>-</b>

**Investment Parameters**

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield
Cash Deposit	0.86
Cost of Investments Purchased with Bond Proceeds	8,583,847.00
Total Cost of Investments	\$8,583,847.86
Target Cost of Investments at bond yield	\$8,409,221.86
Actual positive or (negative) arbitrage	(174,626.00)
Yield to Receipt	0.2280190%
State and Local Government Series (SLGS) rates for	3/07/2013



**New Issue: Moody's assigns Aa3 rating to Waupaca School District's (WI) \$8.5 million Taxable General Obligation Refunding Bonds, 2013**

Global Credit Research - 01 Mar 2013

**Aa3 rating applies to \$20.9 million of post-sale general obligation unlimited tax debt**

WAUPACA SCHOOL DISTRICT, WI  
Public K-12 School Districts  
WI

**Moody's Rating**

<b>ISSUE</b>	<b>RATING</b>
Taxable General Obligation Refunding Bonds, 2013	Aa3
<b>Sale Amount</b>	\$8,525,000
<b>Expected Sale Date</b>	03/07/13
<b>Rating Description</b>	General Obligation

**Moody's Outlook** NOO

**Opinion**

NEW YORK, March 01, 2013 --Moody's Investors Service has assigned a Aa3 rating to Waupaca School District's (WI) \$8.5 million Taxable General Obligation Refunding Bonds. Concurrently, Moody's has affirmed the Aa3 rating on the district's outstanding general obligation debt. Post-sale, the district will have \$20.9 million of outstanding general obligation debt.

**SUMMARY RATINGS RATIONALE**

The bonds are secured by the district's general obligation unlimited tax pledge. Proceeds of the bonds will refund a portion of the district's outstanding General Obligation Refunding Bonds, Series 2005, for estimated interest savings. The Aa3 rating reflects the district's moderately-sized tax base with slightly below average residential income indices; sound financial operations with healthy reserves; and manageable debt burden with limited future borrowing plans.

**STRENGTHS**

- Stable financial operations with healthy reserves and liquidity
- Consistent under-levying relative to state imposed maximum

**CHALLENGES**

- Consecutive years of tax base declines
- Declining enrollment trend expected to continue

**DETAILED CREDIT DISCUSSION**

**MODERATELY-SIZED TAX BASE WITH SLIGHTLY BELOW AVERAGE RESIDENTIAL INCOME INDICES; TREND OF ENROLLMENT DECLINES**

Growth in the district's tax base is expected to remain limited in the near term, reflecting a trend of modest declines in each of the past three years. The district is located in east central Wisconsin (GO rated Aa2/stable outlook) and covers approximately 160 square miles, including the entire City of Waupaca and portions of a

number of surrounding towns. The district lies in portions of Portage (Aa2), Waupaca (Aa3) and Waushara Counties. The district's moderately-sized \$1.4 billion tax base declined at an average annual rate of 0.6% from 2007 to 2012, reflecting the impact of the broader economic downturn on real estate valuations. The district's largest taxpayer and employer is Waupaca Foundry, Inc. (Long-term rated B1/stable outlook), with higher demand for Waupaca's products driven by the recovery in the North American automotive and commercial vehicle industry in recent years. The Foundry employs 1,620 and represents approximately 2.0% of the district's equalized valuation. Residential income indices in the district track slightly below state and national levels, with median family income at 86% and 88% of state and national benchmarks, respectively, according to 2006 to 2010 American Community Survey estimates. At 5.9% in October 2012, the multi-county unemployment rate tracked slightly above the state (5.7%) but below the national rate (7.5%) for the same time period.

Enrollment, a key factor in the state funding formula, declined between 0.4% and 2.9% annually from fiscals 2009 to 2013, a trend that the district's expects to continue. Favorably, the district has demonstrated its ability to continue to adapt expenditures as enrollment has declined, including the closure of two elementary schools and staffing level changes. Given the district's track record of maintaining operational balance despite enrollment declines, we expect that in the event future declines continue, the district will continue to adjust its expenses as needed.

#### SOUND FINANCIAL OPERATIONS EXPECTED TO CONTINUE

Historical trends of surplus operations and healthy reserve levels point to the continuation of sound financial operations. The district historically achieves positive operations annually, including the most recently ended fiscal year 2012, in which it achieved a General Fund surplus of \$370,000. The positive operations increased General Fund reserves to \$7.6 million, or a healthy 32.9% of revenues. The district's fund balance policy calls for maintaining sufficient reserves to avoid the need to borrow annually for cash flow purposes, a target that the district has consistently achieved and expects to continue moving forward.

For the current fiscal year 2013, the district's adopted budget calls for a reserve draw down of approximately \$170,000. However, management does not expect to actually draw down reserves, and projects that operations will remain balanced in a worst case scenario. In addition to achieving positive operations annually in recent years, the district has also managed to remain under its levy limit. The district last levied to the maximum allowable amount in fiscal year 2009, but has not levied to the maximum since. Management attributes these financial results primarily to tight expenditure controls.

#### MODERATE DEBT BURDEN EXPECTED TO REMAIN MANAGEABLE; RAPID PRINCIPAL AMORTIZATION

We expect the district's debt burden to remain manageable given rapid principal amortization and limited future borrowing plans. At 1.4% of full value (3.0% overall), the district's direct debt burden is average. Principal amortization is rapid, with 100% retired in less than ten years. Unlike many of its Wisconsin school district peers, the district does not borrow annually for cash flow purposes, instead relying upon healthy liquidity to handle the uneven receipt of major revenues throughout the year. Management indicates that the district currently has no plans to issue additional debt. All of the district's debt is fixed rate, and the district is not a party to any interest rate swap agreements.

#### WHAT COULD CHANGE THE RATING - UP

- Expansion of the district's tax base combined with improved residential income indices
- Continuation of balanced or positive operations

#### WHAT COULD CHANGE THE RATING - DOWN

- Multi-year trend of operating deficits leading to reserve declines
- Substantial tax base deterioration

#### KEY STATISTICS

2010 Population: 15,851 (2.4% increase since 2000)

Fiscal 2013 Enrollment: 2,201 (1.1% average annual decline since 2008)

2012 Full valuation: \$1.4 billion



2012 Estimated full value per capita: \$90,855

2006 - 2010 Per capita income: 89% of state / 87% of nation

2006 - 2010 Median family income: 86% of state / 88% of nation

Fiscal 2012 General Fund balance: \$7.6 million (32.9% of revenues)

Direct debt burden: 1.4% (3.0% overall)

Principal amortization (10 years): 100%

Post-sale long-term general obligation debt outstanding: \$20.9 million

#### PRINCIPAL METHODOLOGY

The principal methodology used in this rating was General Obligation Bonds Issued by U.S. Local Governments published in October 2009. Please see the Credit Policy page on [www.moodys.com](http://www.moodys.com) for a copy of this methodology.

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## **BOND RESOLUTION**

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF  
\$8,525,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, the School Board of the School District of Waupaca, Portage, Waupaca and Waushara Counties, Wisconsin (the "District") hereby finds and determines that it is necessary, desirable and in the best interest of the District to raise funds for the purpose of paying the cost of refinancing certain outstanding obligations of the District, to wit: the callable portion of the General Obligation Refunding Bonds, dated March 15, 2005 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding"), and there are insufficient funds on hand to pay said cost;

WHEREAS, the School Board deems it to be necessary, desirable and in the best interest of the District to refund the Refunded Obligations for the purpose of achieving debt service cost savings;

WHEREAS, school districts are authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance their outstanding obligations; and

WHEREAS, it is the finding of the School Board that it is necessary, desirable and in the best interest of the District to authorize the issuance of and to sell the general obligation refunding bonds to BOSCO, Inc. A subsidiary of BOK Financial Corporation (the "Purchaser"), pursuant to the terms and conditions of its bond purchase proposal or term sheet attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the School Board of the District that:

Section 1. Authorization and Sale of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of EIGHT MILLION FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$8,525,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the District President and District Clerk or other appropriate officers of the District are authorized and directed to execute an acceptance of the Proposal on behalf of the District. To evidence the obligation of the District, the District President and District Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the District, taxable general obligation refunding bonds aggregating the principal amount of EIGHT MILLION FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$8,525,000) (the "Bonds") for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable General Obligation Refunding Bonds"; shall be issued in the aggregate principal amount of \$8,525,000; shall be dated April 2, 2013; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and

mature on April 1 of each year, in the years and principal amounts as set forth on the Proposal. Interest is payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2014. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds shall not be subject to optional redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the District are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the District a direct annual irrepealable tax in the years 2013 through 2018 for the payments due in the years 2014 through 2019 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the District shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the District and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the District for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the District then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the District, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the District may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$8,525,000 Taxable General Obligation

Refunding Bonds, dated April 2, 2013" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The District Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the District at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the District above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the District, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the District, unless the School Board directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the District and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Bonds. In order to accomplish the Refunding, the Bond Proceeds shall be transferred to the Escrow Account, as provided in Section 15 hereof. Any monies, including any income from Permitted Investments, remaining in the Escrow Account after the Refunding has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the District by the manual or facsimile signatures of the District President and District Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the District of the purchase price thereof, plus accrued interest to

the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the District has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The District hereby authorizes the officers and agents of the District to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 9. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the District's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Fiscal Agency Agreement between the District and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit D and incorporated herein by this reference.

Section 10. Persons Treated as Owners; Transfer of Bonds. The District shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the District President and District Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The District shall cooperate in any such transfer, and the District President and District Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 11. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the District at the close of business on the Record Date.



Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the District agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the District and on file in the District Clerk's office.

Section 13. Official Statement. The School Board hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the District in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate District official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The District Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The District hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the District to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the District Clerk, or other officer of the District charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the District's Undertaking.

Section 15. Escrow Agent; Escrow Agreement; Escrow Account. Associated Trust Company, National Association, Green Bay, Wisconsin, is hereby appointed escrow agent for the District, for the purpose of ensuring the payment of the principal of and interest on the Refunded Obligations (the "Escrow Agent").

The District President and District Clerk are hereby authorized and directed to execute an escrow agreement substantially in the form attached hereto as Exhibit E (the "Escrow Agreement") (such form may be modified by said officers prior to execution, the execution of such agreement by said officers to constitute full approval of the School Board of any such modifications), with the Escrow Agent, for the purpose of effectuating the provisions of this Resolution.

The Bond Proceeds, other than any accrued interest which shall be deposited in the Debt Service Fund Account created above, shall be deposited in a refunding escrow account which is hereby created with the Escrow Agent, pursuant to the Escrow Agreement, for the purpose of

retaining the required amount of cash, if any, and acquiring the United States obligations provided for in the Escrow Agreement.

Upon transfer of the Bond Proceeds and any other necessary funds allocable to refunding the Refunded Obligations to the Escrow Account, the taxes heretofore levied to pay debt service on the Refunded Obligations shall be abated to the extent such transfer together with investment earnings thereon is sufficient to pay the principal of and interest on the Refunded Obligations, but such abatement shall not affect the District's pledge of its full faith, credit and resources to make such payments. The refunding escrow account created by the Escrow Agreement shall hereinafter serve as the debt service (or sinking) fund account for the Refunded Obligations. The Escrow Agent shall serve as custodian of said debt service (or sinking) funds.

Section 16. SLGS Subscriptions. The Escrow Agent and the District's financial advisor, Wisconsin Public Finance Professionals, LLC are authorized to submit subscriptions for United States Treasury Securities - State and Local Government Series and to purchase other U.S. government securities on behalf of the District in such amount as is necessary in order to carry out the Refunding.

Section 17. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on April 1, 2015 at a price of par plus accrued interest to the date of redemption.

The District hereby directs the Escrow Agent appointed above to cause timely notice of redemption, in substantially the form attached to the Escrow Agreement (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice.

Section 18. Record Book. The District Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the District are authorized to take all actions necessary to obtain such municipal bond insurance. The District President and District Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the District President and District Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the School Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded March 12, 2013.

---

Steve Shambeau  
District President

ATTEST:

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Kirsten Greenfield  
District Clerk

EXHIBIT A

Bond Purchase Proposal

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the  
Resolution.

(See Attached)

**BOND PURCHASE AGREEMENT**

School District of Waupaca  
Portage, Waupaca and Waushara Counties, Wisconsin

\$8,525,000 Taxable General Obligation Refunding Bonds, Dated April 2, 2013

March 12, 2013

Board of Education  
School District of Waupaca  
515 School Street  
Waupaca, WI 54981

Ladies and Gentlemen:

BOSC, Inc., a subsidiary of BOK Financial Corporation ("the Underwriter"), hereby offers to enter into this Purchase Agreement with School District of Waupaca, Portage, Waupaca and Waushara Counties, Wisconsin (the "District") for the purchase by the Underwriter and sale by the District, of your \$8,525,000 Taxable General Obligation Refunding Bonds (the "Bonds"). This offer is made subject to acceptance by the District on March 12, 2013.

Upon closing of the issuance of the District's \$8,525,000 Taxable General Obligation Refunding Bonds, the District will receive funds totaling \$8,488,131.25, which represents the principal amount of the Bonds, less the Underwriter's compensation of \$35,368.75 and expenses of \$1,500. The Bonds are more fully described in the Preliminary Official Statement dated February 26, 2013, which the District has provided the Underwriter with and has "deemed final" for purposes of SEC Rule 15c2-12(b)(1). The Bonds shall mature on the dates, in the amounts and at the rates set forth below. Interest is payable commencing April 1, 2014 and semi-annually thereafter.

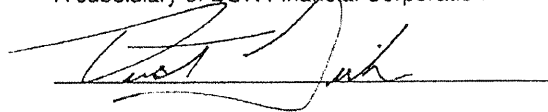
<u>April 1</u>	<u>Amount</u>	<u>Rate</u>
2014	\$ 120,000	0.40%
2015	165,000	0.60
2016	2,330,000	0.85
2017	2,385,000	1.00
2018	555,000	1.25
2019	2,970,000	1.65

The Bonds are being purchased subject to the following conditions at closing.

1. The unqualified approving opinion of Quarles & Brady LLP, Bond Counsel, Milwaukee, Wisconsin, stating that the Bonds have been duly authorized and executed by the District and constitute valid and binding obligations of the District and further stating that under existing law interest on the Bonds is included in gross income for federal income tax purposes. Said opinion is to be accompanied by the customary non-litigation certificate concerning matters which would affect the authority or validity or enforceability of the Bonds, the Bond Resolution or this Purchase Agreement.
2. Written confirmation from Moody's Investors Service, as to their assignment of a quality rating of "Aa3" on the Bonds.

3. A certificate signed by the District President and District Clerk to the effect that:
  - a. the Preliminary Official Statement, which will subsequently be made a Final Official Statement, is as of the date of purchase and as of the date of closing, true and correct in all material respects and does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading, and our use of such statement in offering the Bonds to investors is authorized.
  - b. The District's Financial Statements for the year ended June 30, 2012, delivered to us present fairly the financial position of the District as of the date indicated, said financial statement has been prepared in conformity with generally accepted accounting principles consistently applied and since June 30, 2012 there has been no material or adverse change in the financial position or results of operations of the District, nor has the District incurred any material liabilities other than the ordinary course of business, or as set forth in or contemplated by the Official Statement.
4. The District will indemnify the Underwriter against losses, claims, damages and liabilities arising out of any incorrect statements of information contained in the Official Statement.
5. This offer is subject to the District's covenant and agreement to enter into a written undertaking to provide ongoing disclosure about the District for the benefit of the holders of the Bonds as required by SEC Rule 15c2-12, as amended (the "Rule") (subject to any applicable exemptions in the Rule.) In addition, the District must certify as of the date of closing the terms and conditions of the undertaking and that it is in compliance with each and every other undertaking previously entered into by it pursuant to the Rule.
6. That there shall have been no materially adverse events affecting either the legality or tax consequences of the Bonds issue.
7. That no action by Congress, the Securities and Exchange Commission or a court shall have occurred which would require the registration of the Bonds under the Securities Act of 1933, as amended.
8. That no material restriction not presently in force on trading in securities generally shall have been imposed.
9. That no banking moratorium shall have been imposed.
10. That no inception or escalation of any war or major military hostilities or act of terrorism shall have occurred which, in the judgment of the Underwriter, substantially impairs the marketability of the Bonds.

BOSK, Inc.  
 A subsidiary of BOK Financial Corporation



ACCEPTED:  
 DISTRICT BOARD  
 SCHOOL DISTRICT OF WAUPACA  
 PORTAGE, WAUPACA AND WAUSHARA  
 COUNTIES, WISCONSIN

BY: \_\_\_\_\_  
 District President

BY: \_\_\_\_\_  
 District Clerk

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

EXHIBIT B

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the  
Resolution.

(See Attached)

**School District of Waupaca, Wisconsin****EXHIBIT B**

\$8,525,000 G.O. Refunding Bonds dated April 2, 2013

Final Sale Results

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/02/2013	-	-	-	-	-
04/01/2014	120,000.00	0.400%	100,786.76	220,786.76	-
10/01/2014	-	-	50,293.75	50,293.75	271,080.51
04/01/2015	165,000.00	0.600%	50,293.75	215,293.75	-
10/01/2015	-	-	49,798.75	49,798.75	265,092.50
04/01/2016	2,330,000.00	0.850%	49,798.75	2,379,798.75	-
10/01/2016	-	-	39,896.25	39,896.25	2,419,695.00
04/01/2017	2,385,000.00	1.000%	39,896.25	2,424,896.25	-
10/01/2017	-	-	27,971.25	27,971.25	2,452,867.50
04/01/2018	555,000.00	1.250%	27,971.25	582,971.25	-
10/01/2018	-	-	24,502.50	24,502.50	607,473.75
04/01/2019	2,970,000.00	1.650%	24,502.50	2,994,502.50	-
10/01/2019	-	-	-	-	2,994,502.50
<b>Total</b>	<b>\$8,525,000.00</b>	<b>-</b>	<b>\$485,711.76</b>	<b>\$9,010,711.76</b>	<b>-</b>

**Yield Statistics**

Bond Year Dollars	\$37,551.32
Average Life	4.405 Years
Average Coupon	1.2934612%
Net Interest Cost (NIC)	1.3916435%
True Interest Cost (TIC)	1.3913399%
Bond Yield for Arbitrage Purposes	1.2897898%
All Inclusive Cost (AIC)	1.5407736%

**IRS Form 8038**

Net Interest Cost	1.2934612%
Weighted Average Maturity	4.405 Years



EXHIBIT C

(Form of Bond)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	PORTAGE, WAUPACA AND WAUSHARA COUNTIES	
NO. R-____	SCHOOL DISTRICT OF WAUPACA	\$_____
	TAXABLE GENERAL OBLIGATION REFUNDING BOND	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
April 1, _____	April 2, 2013	____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: (\$ \_\_\_\_\_) THOUSAND DOLLARS

FOR VALUE RECEIVED, the School District of Waupaca, Portage, Waupaca and Waushara Counties, Wisconsin (the "District"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2014 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the District are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$8,525,000, all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the District pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the purpose of paying the cost of refunding certain outstanding obligations of the District, all as authorized by a resolution of the School Board duly adopted by said governing body at a meeting held on March 12, 2013. Said resolution is recorded in the official minutes of the School Board for said date.

This Bond is not subject to optional redemption.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the District, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

COPY

This Bond is transferable only upon the books of the District kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the District appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the District for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds after the Record Date. The Fiscal Agent and District may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the School District of Waupaca, Portage, Waupaca and Waushara Counties, Wisconsin, by its governing body, having no official or corporate seal, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified District President and District Clerk all as of the original date of issue specified above.

SCHOOL DISTRICT OF WAUPACA,  
PORTAGE, WAUPACA AND WAUSHARA  
COUNTIES, WISCONSIN

By: \_\_\_\_\_  
Steve Shambeau  
District President

COPY

By: \_\_\_\_\_  
Kirsten Greenfield  
District Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

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

Signature Guaranteed:

COPY

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

EXHIBIT D

FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of the 2nd day of April, 2013 between the School District of Waupaca, Wisconsin (the "Municipality"), and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent").

WITNESSETH:

WHEREAS, the Municipality has duly authorized the issuance of its \$8,525,000 Taxable General Obligation Refunding Bonds, dated April 2, 2013 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolution adopted by the Municipality on March 12, 2013 (the "Resolution"); and

WHEREAS, the Municipality is issuing the Obligations in registered form; and

WHEREAS, pursuant to the Resolution and Section 67.10(2), Wisconsin Statutes the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

I. APPOINTMENT

The Fiscal Agent is hereby appointed agent for the Municipality with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2), Wisconsin Statutes as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Municipality.

II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of April 1, 2014 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or

principal payment dates and amounts are outlined on Schedule A which is attached hereto and incorporated herein by this reference.

#### IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

#### V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

#### VI. INTEREST PAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15<sup>th</sup> day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

#### VII. PAYMENT OF PRINCIPAL

Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

#### VIII. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

#### IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The

Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

#### X. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

#### XI. FEES

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule B hereto.

#### XII. MISCELLANEOUS

(a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.

(b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall

become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

(iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2), Wisconsin Statutes, as amended.

(c) Termination. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.



(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

SCHOOL DISTRICT OF WAUPACA,  
PORTAGE, WAUPACA AND  
WAUSHARA COUNTIES, WISCONSIN

By \_\_\_\_\_  
Steve Shambeau  
District President

COPY

\_\_\_\_\_  
Kirsten Greenfield  
District Clerk

ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION,  
GREEN BAY, WISCONSIN  
Fiscal Agent

(SEAL)

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COPY

Attest \_\_\_\_\_  
Title \_\_\_\_\_

SCHEDULE A

Debt Service Schedule  
\$8,525,000 Taxable General Obligation Refunding Bonds of the School District of Waupaca,  
Wisconsin  
dated April 2, 2013

(SEE ATTACHED)

COPY

School District of Waupaca, Wisconsin

SCHEDULE A

\$8,525,000 G.O. Refunding Bonds dated April 2, 2013

Final Sale Results

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/02/2013	-	-	-	-	-
04/01/2014	120,000.00	0.400%	100,786.76	220,786.76	-
10/01/2014	-	-	50,293.75	50,293.75	271,080.51
04/01/2015	165,000.00	0.600%	50,293.75	215,293.75	-
10/01/2015	-	-	49,798.75	49,798.75	265,092.50
04/01/2016	2,330,000.00	0.850%	49,798.75	2,379,798.75	-
10/01/2016	-	-	39,896.25	39,896.25	2,419,695.00
04/01/2017	2,385,000.00	1.000%	39,896.25	2,424,896.25	-
10/01/2017	-	-	27,971.25	27,971.25	2,452,867.50
04/01/2018	555,000.00	1.250%	27,971.25	582,971.25	-
10/01/2018	-	-	24,502.50	24,502.50	607,473.75
04/01/2019	2,970,000.00	1.650%	24,502.50	2,994,502.50	-
10/01/2019	-	-	-	-	2,994,502.50
<b>Total</b>	<b>\$8,525,000.00</b>	<b>-</b>	<b>\$485,711.76</b>	<b>\$9,010,711.76</b>	<b>-</b>

Yield Statistics

Bond Year Dollars	\$37,551.32
Average Life	4.405 Years
Average Coupon	1.2934612%
Net Interest Cost (NIC)	1.3916435%
True Interest Cost (TIC)	1.3913399%
Bond Yield for Arbitrage Purposes	1.2897898%
All Inclusive Cost (AIC)	1.5407736%

IRS Form 8038

Net Interest Cost	1.2934612%
Weighted Average Maturity	4.405 Years

COPY

SCHEDULE B

COPY

EXHIBIT E

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into the 2nd day of April, 2013 by and between the School District of Waupaca, Wisconsin (the "District") and Associated Trust Company, National Association, Green Bay, Wisconsin, a national banking association with trust powers (the "Escrow Agent").

RECITALS

The District has duly issued General Obligation Refunding Bonds, dated March 15, 2005 (the "Prior Issue").

The District has duly authorized and sold and is delivering this day its \$8,525,000 Taxable General Obligation Refunding Bonds, dated April 2, 2013 (the "Refunding Obligations") for the purpose of providing funds sufficient to refund the 2016 through 2019 maturities of the Prior Issue (hereinafter the portion of the Prior Issue being refunded shall be referred to herein as the "Refunded Obligations") (the "Refunding").

The Refunded Obligations mature and bear interest on the dates and in the amounts shown on Exhibit A-1.

In order to accomplish the Refunding, it is necessary to irrevocably deposit in trust an amount (in the form of investment securities and cash) which, together with investment income therefrom, will be sufficient to pay when due the principal of and interest on the Refunded Obligations.

To accomplish the Refunding, the Escrow Agent has been appointed depository of the proceeds of the Refunding Obligations (in the form of investment securities and cash) as hereinafter specified and has been appointed custodian of the District's debt service fund account for the Refunded Obligations until the Refunded Obligations are paid in full.

The execution of this Agreement has been duly authorized by a resolution of the School Board entitled: "Resolution Authorizing the Issuance and Sale of \$8,525,000 Taxable General Obligation Refunding Bonds" (the "Resolution") adopted by the School Board of the District on March 12, 2013.

In consideration of the mutual covenants contained herein, the parties hereto covenant and agree as follows for the equal and proportionate benefit and security of the holders of the Refunding Obligations and the Refunded Obligations:

1. Escrow Deposit. Concurrently with the execution of this Agreement, the District has irrevocably deposited with the Escrow Agent, receipt of which is hereby acknowledged by the Escrow Agent, \$8,483,510.36 being the proceeds of the Refunding Obligations (the "Bond Proceeds") and \$154,237.50 from funds of the District (the "Funds") for a total of \$8,637,747.86.

The foregoing, along with earnings and interest thereon, shall be held and disposed of by the Escrow Agent only in accordance with this Agreement. The District represents and warrants that the foregoing, if held, invested and disposed of by the Escrow Agent in accordance with this Agreement, will be sufficient, without the need for any further investment or reinvestment, to make all payments required under this Agreement. The Escrow Agent has not and is under no obligation to determine whether the amounts deposited hereunder are or will be sufficient to make all of the payments directed to be made hereunder.

2. Acceptance of Escrow. The Escrow Agent acknowledges receipt of the escrow deposit hereunder and accepts the responsibilities imposed on it by this Agreement.

3. Application of Escrow Deposit. There is hereby created by the District and ordered established with the Escrow Agent an account hereby designated, "School District of Waupaca Escrow Account" (the "Escrow Account").

The Escrow Agent shall deposit the amount described above in the Escrow Account to be used as follows:

a) \$8,583,847.00 to be used to purchase the \$8,583,847.00 principal amount of United States Treasury Certificates of Indebtedness, Notes and/or Bonds - State and Local Government Series ("SLGs"), described on the attached Exhibit B-1, pay for the SLGs from monies in the Escrow Account and hold the SLGs in the Escrow Account; (\$8,429,610.00 from Bond Proceeds and \$154,237.00 from Funds);

b) \$0.86 to be used to establish a beginning cash balance in the Escrow Account (\$0.36 from Bond Proceeds and \$0.50 from Funds); and

c) \$53,900 to be used to pay the Issuance Expenses set forth on the attached Exhibit C-1, which the Escrow Agent is hereby authorized to pay.

Except as set forth in Section 8 hereof, the Escrow Account (other than the cash held pursuant to subsection (b) above) shall remain invested in the SLGs, and the Escrow Agent shall not sell or otherwise dispose of the SLGs.

The Escrow Account cash flow prepared by the Accountant defined below is set forth on Exhibit D-1.

Except as set forth in Section 8 hereof, no reinvestment of amounts on deposit in the Escrow Account shall be permitted.

The Escrow Agent shall apply the monies in the Escrow Account to the payment of the Refunded Obligations in the amounts set forth on the attached Exhibit A-1 by depositing such

amounts with the fiscal agent for the Refunded Obligations on or before the dates such amounts are due.

Barthe & Wahrman, P.A., Minneapolis, Minnesota, a firm of independent accountants (the "Accountant"), has delivered to the District, the Escrow Agent, Wisconsin Public Finance Professionals, LLC, any bond insurer for the Refunding Obligations, any bond insurer for the Refunded Obligations, and Quarles & Brady LLP, for their purposes, a report stating that the firm has reviewed the arithmetical accuracy of certain computations based on assumptions relating to the sufficiency of forecasted net cash flow from the United States government securities (paragraph (a) above) and any initial cash deposit (paragraph (b) above) to pay the principal of and interest (if any) on the Refunded Obligations when due as described on Exhibit A-1. Based upon the summarized data presented in its report and the assumption that the principal and interest payments on the United States government securities are deposited in the Escrow Account when due, in its opinion, the proceeds from the United States government securities, plus any initial cash deposit will be sufficient for the timely payment of principal and interest, when due, on the Refunded Obligations.

If at any time it shall appear to the Escrow Agent that the money in the Escrow Account will not be sufficient to make any required payments due to the holders of the Refunded Obligations, the Escrow Agent shall immediately notify the District. Upon receipt of such notice, the District shall forthwith transmit to the Escrow Agent for deposit in the Escrow Account from legally available funds such additional monies as may be required to make any such payment.

4. Redemption of the Refunded Obligations. Pursuant to the Resolution, the District has heretofore called the Refunded Obligations for redemption and authorized and directed the Escrow Agent to give notice of said intended redemption of the Refunded Obligations by providing appropriate notice (in substantially the form attached hereto as Exhibit E-1) in the manner and at the times set forth on Exhibit E-1, and the Escrow Agent hereby agrees to give such notice.

5. Notice of Advance Refunding of the Refunded Obligations. The Escrow Agent is hereby directed and agrees within ten business days after the closing for the Refunding Obligations to provide a Notice of Advance Refunding and Redemption, in substantially the form attached hereto as Exhibit F-1, to the registered owners of the Refunded Obligations, to any fiscal agent for the Refunded Obligations, and to any others as described in Exhibit F-1. In addition, if the Refunded Obligations are subject to the continuing disclosure requirements of SEC Rule 15c-12, the Notice of Advance Refunding and Redemption should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).

6. The Escrow Agent.

a) Annual Report. The Escrow Agent shall, in the month of February of each year while this Agreement is in effect, and as soon as practicable after termination of this Agreement, forward by first class mail to the District a report of the receipts, income, investments, reinvestments, redemptions and payments of and from the Escrow Account during the preceding calendar year, including in such report a statement, as of the end of the preceding calendar year,

regarding the manner in which it has carried out the requirements of this Agreement. The District shall have the right, at any time during business hours, to examine all of the Escrow Agent's records regarding the status and details of the Escrow Account.

b) Separate Funds; Accountability. Except as otherwise permitted under Section 3 hereof, the Escrow Agent shall keep all monies, securities and other properties deposited hereunder, all investments and all interest thereon and profits therefrom, at all times in a special fund and separate trust account, wholly segregated from all other funds and securities on deposit with it; shall never commingle such deposits, investments and proceeds with other funds or securities of the Escrow Agent; and shall never at any time use, pledge, loan or borrow the same in any way. The fund established hereunder shall be held separately and distinctly and not commingled with any other such fund. Nothing herein contained shall be construed as requiring the Escrow Agent to keep the identical monies, or any part thereof, received from or for the Escrow Account, on hand, but monies of an equal amount shall always be maintained on hand as funds held by the Escrow Agent, belonging to the District, and a special account thereof, evidencing such fact, shall at all times be maintained on the books of the Escrow Agent. All uninvested money held at any time in the Escrow Account shall be continuously secured by the deposit in a Federal Reserve Bank or direct obligations of the United States of America in a principal amount always not less than the total amount of uninvested money in the Escrow Account. It is understood and agreed that the responsibility of the Escrow Agent under this Agreement is limited to the safekeeping and segregation of the monies and securities deposited with it for the Escrow Account, and the collection of and accounting for the principal and interest payable with respect thereto.

In the event the Escrow Agent, due to any action or inaction required hereunder is unable or fails to account for any property held hereunder, such property shall be and remain the property of the District, and if, for any reason such property cannot be identified, all other assets of the Escrow Agent shall be impressed with a trust for the amount thereof and the District shall be entitled to the preferred claim upon such assets enjoyed by any trust beneficiary. Property held by the Escrow Agent hereunder shall not be deemed to be a banking deposit of the District to the extent that the Escrow Agent shall have no right or title with respect thereto (including any right of set-off) and the District shall have no right of withdrawal thereof.

c) Liability. The Escrow Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the District or any paying agent of any of its obligations, or to protect any of the District's rights under any bond proceeding or any of the District's other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Escrow Agent shall not be liable for any act done or step taken or omitted by it, as escrow agent, or for any mistake of fact or law, or for anything which it may do or refrain from doing in good faith and in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, except for its negligence or its willful misconduct. The Escrow Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein, including without limitation those as to the sufficiency of the trust deposit to accomplish the purposes hereof or in the Refunded Obligations or the Refunding Obligations or in any proceedings taken in connection therewith, but they are made solely by the District.



d) Resignations; Successor Escrow Agent. The Escrow Agent may at any time resign by giving not less than 60 days written notice to the District. Upon giving such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor escrow agent of comparable qualifications to those of the resigning Escrow Agent. The resignation of the Escrow Agent shall take effect only upon the appointment of a successor escrow agent and such successor escrow agent's acceptance of such appointment.

Any successor escrow agent shall be a state or national bank, have full banking and trust powers, and have a combined capital and surplus of at least \$5,000,000.

Any successor escrow agent shall execute, acknowledge and deliver to the District and to its predecessor escrow agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor escrow agent shall become effective and such successor escrow agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as escrow agent herein; but nevertheless, on written request of the District or on the request of the successor escrow agent, the escrow agent ceasing to act shall execute and deliver an instrument transferring to such successor escrow agent, upon the terms herein expressed, all the rights, power, and duties of the escrow agent so ceasing to act. Upon the request of any such successor escrow agent, the District shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor escrow agent all such rights, powers and duties. Any predecessor escrow agent shall pay over to its successor escrow agent a proportional part of the Escrow Agent's fee hereunder.

e) Fees. The Escrow Agent acknowledges receipt from the District of the sum of ONE THOUSAND FOUR HUNDRED DOLLARS (\$1,400) as and for full compensation for all services to be performed by it as the Escrow Agent under this Agreement. Any out-of-pocket expenses including legal fees and publication costs will be paid by the District as incurred. The Escrow Agent expressly waives any lien upon or claim against the monies and investments in the Escrow Account.

7. Arbitrage. The District has covenanted and agreed and the Escrow Agent hereby covenants and agrees, to the extent any action is within its control and to its knowledge, to and for the benefit of the holders of the Refunded Obligations, that no investment of the monies on deposit in the Escrow Account will be made in a manner that would cause the Refunded Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") or any Regulations promulgated or proposed thereunder (the "Regulations").

In order to ensure continuing compliance with Section 148 of the Code and the Regulations, the Escrow Agent agrees that it will not invest the cash balance nor reinvest any cash received in payment of the principal of and interest on the federal securities held in the Escrow Account nor redeem such federal securities except as specifically provided in Section 1 hereof. Said prohibition on reinvestment shall continue unless and until the District requests that such reinvestment be made and shall be restricted to noncallable direct obligations of the United

States Treasury. Prior to any such request for reinvestment of the proceeds from the federal securities held in the Escrow Account, the District shall provide to the Escrow Agent: (i) an opinion by an independent certified public accounting firm that after such reinvestment the principal amount of the substituted securities, together with the earnings thereon and other available monies, will be sufficient to pay, as the same become due, any required interest payments on the Refunding Obligations and all principal of, redemption premium where required, and interest on the Refunded Obligations which have not then previously been paid, and (ii) an unqualified opinion of nationally recognized bond counsel to the effect that (a) such reinvestment will not cause the Refunding Obligations or the Refunded Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations in effect thereunder on the date of such reinvestment, and (b) such reinvestment complies with the Constitution and laws of the State of Wisconsin and the provisions of all relevant documents relating to the issuance of the Refunding Obligations and the Refunded Obligations.

8. Substitute Investments. At the written request of the District and upon compliance with the conditions hereinafter stated, the Escrow Agent shall have the power to request the redemption of the SLGs and to substitute direct obligations of, or obligations which are unconditionally guaranteed by, the United States of America, which are not subject to redemption prior to maturity and which are available for purchase with the proceeds derived from the disposition of the SLGs on the date of such transaction. The Escrow Agent shall purchase such substitute obligations with the proceeds derived from the sale, transfer, disposition or redemption of the SLGs. The transactions may be effected only by simultaneous sale and purchase transactions, and only if (i) the amounts and dates on which the anticipated transfers from the Escrow Account to the fiscal agent or depository for the payment of the principal of and interest on the Refunded Obligations will not be diminished or postponed thereby, (ii) the Escrow Agent shall receive, at the expense of the District, an opinion of a nationally recognized firm of attorneys experienced in the area of municipal finance to the effect that such disposition and substitution would not cause any Refunded Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations thereunder; and (iii) the Escrow Agent shall receive, at the expense of the District, a certification from an independent certified public accountant that, after such transaction, the principal of and interest on the U.S. government obligations in the Escrow Account will, together with other monies in the Escrow Account available for such purpose, be sufficient at all times to pay, when due, the principal of, redemption premium, where required, and interest on the Refunded Obligations.

The District hereby covenants that no part of the monies or funds at any time in the Escrow Account shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause any Refunded Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations thereunder.

9. Miscellaneous.

a) Third Party Beneficiaries. This Agreement has been entered into by the District and the Escrow Agent for the benefit of the holders of the Refunding Obligations and the Refunded Obligations, and is not revocable by the District or the Escrow Agent, and the investments and other funds deposited in the Escrow Account and all income therefrom have been irrevocably appropriated for the payment and any redemption of the Refunded Obligations

and interest thereon when due, in accordance with this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the District and the Escrow Agent and their respective successors and assigns. In addition, this Agreement shall constitute a third party beneficiary contract for the benefit of the owners of the Refunding Obligations and the Refunded Obligations. Said third party beneficiaries shall be entitled to enforce performance and observance by the District and the Escrow Agent of the respective agreements and covenants herein contained as fully and completely as if said third party beneficiaries were parties hereto.

b) Severability. If any section, paragraph, clause or provision of this Agreement shall be invalid or ineffective for any reason, the remainder of this Agreement shall remain in full force and effect, it being expressly hereby agreed that the remainder of this Agreement would have been entered into by the parties hereto notwithstanding any such invalidity.

c) Termination. This Agreement shall terminate upon the payment of all of the principal of and interest on the Refunded Obligations. The parties realize that some of the amounts hereunder may remain upon termination. Any amounts remaining upon termination shall be returned to the District for deposit in the account designated "Debt Service Fund Account for \$8,525,000 Taxable General Obligation Refunding Bonds, dated April 2, 2013" created by the Resolution and used solely to pay the principal of and interest on the Refunding Obligations. Termination of this Agreement shall not, of itself, have any effect on the District's obligation to pay the Refunding Obligations and the Refunded Obligations in full in accordance with the respective terms thereof.

d) Indemnification. The District agrees to hold the Escrow Agent harmless and to indemnify the Escrow Agent against any loss, liability, expenses (including attorney's fees and expenses), claims, or demand arising out of or in connection with the performance of its obligations in accordance with the provisions of this Agreement, except for gross negligence or willful misconduct of the Escrow Agent. The foregoing indemnities in this paragraph shall survive the resignation or removal of the Escrow Agent or the termination of the Agreement.

e) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers on the date first above written.

SCHOOL DISTRICT OF WAUPACA,  
PORTAGE, WAUPACA AND WAUSHARA  
COUNTIES, WISCONSIN

By: \_\_\_\_\_  
Steve Shambeau  
District President

**COPY**

By: \_\_\_\_\_  
Kirsten Greenfield  
District Clerk

ASSOCIATED TRUST COMPANY, NATIONAL  
ASSOCIATION,  
GREEN BAY, WISCONSIN, as Agent

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COPY**

(SEAL)

And: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Refunded Obligations)

EXHIBIT A-1

SCHOOL DISTRICT OF WAUPACA, WISCONSIN  
GENERAL OBLIGATION REFUNDING BONDS  
DATED MARCH 15, 2005

Debt Service Requirements

(See Attached)

COPY

Bond Registrar  
or Fiscal Agent:

Associated Trust Company, National Association, Green Bay, Wisconsin

EXHIBIT B-1

U.S. TREASURY SECURITIES

(State and Local Government Series)

For Delivery April 2, 2013

(See Attached Subscription Forms)

COPY

EXHIBIT C-1

AUTHORIZED ISSUANCE EXPENSES

Escrow Agent, Associated Trust Company, National Association, Green Bay, Wisconsin	\$1,400
Escrow Verification, Barthe & Wahrman, P.A., Minneapolis, Minnesota	2,500
Legal Opinion, Quarles & Brady LLP, Milwaukee, Wisconsin	15,500
Rating Fee, Moody's Investors Service Inc., New York, New York	12,500
Financial Advisor, Wisconsin Public Finance Professionals, LLC,	<u>22,000</u>
Total:	\$53,900

COPY

EXHIBIT D-1

ESCROW ACCOUNT CASH FLOW

(SEE ATTACHED)

COPY



EXHIBIT E-1

NOTICE OF FULL CALL\*

SCHOOL DISTRICT OF WAUPACA  
PORTAGE, WAUPACA AND WAUSHARA COUNTIES, WISCONSIN  
GENERAL OBLIGATION REFUNDING BONDS  
DATED MARCH 15, 2005

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on April 1, 2015 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
04/01/2016	\$ 2,195,000	3.70%	943237ED5
04/01/2017	2,310,000	3.80	943237EE3
04/01/2018	520,000	3.90	943237EF0
04/01/2019	2,980,000	4.00	943237EG8

Upon presentation and surrender of said Bonds to Associated Trust Company, National Association, Green Bay, Wisconsin, the registrar and fiscal agent for said Bonds, the registered owners thereof will be paid the principal amount of the Bonds plus accrued interest to the date of prepayment.

Said Bonds will cease to bear interest on April 1, 2015.

By Order of the  
School Board  
School District of Waupaca  
District Clerk

Dated \_\_\_\_\_

\* To be provided by registered or certified mail to Associated Trust Company, National Association, Green Bay, Wisconsin at least thirty-five (35) days prior to April 1, 2015. The registrar and fiscal agent shall be directed to give notice of such prepayment by facsimile transmission, registered or certified mail, or overnight express delivery to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 55 Water Street, 50<sup>th</sup> Floor, New York, NY 10041-0099, not less than thirty (30) days nor more than sixty (60) days prior to April 1, 2015 and to the MSRB. Notice shall also be provided to Financial Security Assurance, Inc., or any successor, the bond insurer of the Bonds.

In addition, if the Bonds are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).

EXHIBIT F-1\*

NOTICE OF ADVANCE REFUNDING AND REDEMPTION  
OF THE GENERAL OBLIGATION REFUNDING BONDS, DATED MARCH 15, 2005  
OF THE SCHOOL DISTRICT OF WAUPACA, WISCONSIN (THE "2005 BONDS")

Notice is given that the 2005 Bonds described below (the "Refunded Obligations"), of the School District of Waupaca, Wisconsin (the "District") have been advance refunded by the District pursuant to an Escrow Agreement dated the 2nd day of April, 2013 between the District and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Escrow Agent").

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
04/01/2016	\$ 2,195,000	3.70%	943237ED5**
04/01/2017	2,310,000	3.80	943237EE3**
04/01/2018	520,000	3.90	943237EF0**
04/01/2019	2,980,000	4.00	943237EG8**

The District has instructed the Escrow Agent to call the Refunded Obligations for redemption on April 1, 2015. The District has irrevocably deposited United States government securities and cash in escrow with the Escrow Agent in an amount which, together with investment income on it, is sufficient to pay the interest on the Refunded Obligations up to and including April 1, 2015 and to redeem the Refunded Obligations on April 1, 2015 at a price of par plus accrued interest to April 1, 2015. Interest on the Refunded Obligations will cease to accrue on April 1, 2015.

Dated: April 2, 2013.

Associated Trust Company, National Association  
as Escrow Agent

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\* Within ten business days after the closing for the Refunding Obligations, notice shall be provided to the registered owners of the Refunded Obligations, to any fiscal agent for the Refunded Obligations and to the MSRB. Notice shall also be provided to Financial Security Assurance, Inc., or any successor, the bond insurer of the Bonds.

\*\* Indicates refunding of full CUSIP.

In addition, if the Refunded Obligations are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).