NEW ISSUE **Rating: S&P Global Ratings "__"**
Book-Entry-Only

This Preliminary Official Statement is deemed "nearly final" and is dated May 9, 2018

In the opinion of Ice Miller LLP, Indianapolis, Indiana ("Bond Counsel"), under federal statutes, decisions, regulations and rulings, interest on the Bonds (hereinafter defined) is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended to the date hereof, for federal income tax purposes and is not a specific item of tax preference for purpose of the federal alternative minimum tax, although Bond Counsel observes that it is included in adjusted current earning in calculating corporate alternative minimum taxable income for taxable years that began prior to January 1, 2018. Such exclusion is conditioned on continuing compliance with the Tax Covenants (hereinafter defined). In the opinion of Bond Counsel, under existing laws, regulations, judicial decisions and rulings, interest on the Bonds is exempt from income taxation in the State of Indiana. The Bonds are not bank qualified. *See* "TAX MATTERS" herein.

$14,470,000**
FOUNTAIN COUNTY BUILDING CORPORATI ON
Fountain County, Indiana
LEASE RENTAL BONDS, SERIES 2018

Original Date: Date of Delivery (Anticipated to be May 30, 2018) Due: January 15 and July 15, as shown below

The Fountain County Building Corporation (the "Building Corporation") is issuing $14,470,000** of Lease Rental Bonds, Series 2018 (the "Bonds") for the purpose of financing the acquisition and construction of a new County Sheriff's office and jail facility, including surface parking lots, required site drainage and utility infrastructure, together with all necessary appurtenances, related improvements and equipment (the "Project"), to pay capitalized interest, and issuance expenses.

The Bonds are secured by and payable from fixed, semiannual lease rental payments (the "Lease Rentals") to be paid by Fountain County, Indiana (the "County") directly to Old National Wealth Management, Evansville, Indiana (the "Trustee") under a Trust Indenture between the Building Corporation and the Trustee dated as of May 1, 2018 (the "Trust Indenture") and a Lease (hereinafter defined) between the County and the Building Corporation dated February 5, 2018, and in accordance with Indiana Code Title 36, Article 1, Chapter 10. Such Lease Rentals are payable from the revenues of the income tax levied and collected pursuant to Indiana Code Title 6, Article 3.6, Title 7, Section 8.5 (the "Additional LIT Revenues"). **To the extent that the Additional LIT Revenues are insufficient, the Lease Rentals are payable from an ad valorem property tax on all taxable property within the County (the "Property Tax Revenues"), as more fully described in this Official Statement.** See "Securities Being Offered – Securities and Sources of Payment" herein. The Bonds shall not constitute an indebtedness of the County within the meaning of the provisions and limitations of the constitution of the State of Indiana.

The Bonds will be issued only as fully registered bonds, and when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"). Purchases of beneficial interests in the Bonds will be made in book-entry-only form in the denomination of $5,000 or any integral multiple thereof. Purchasers of beneficial interests in the Bonds (the "Beneficial Owners") will not receive physical delivery of certificates representing their interests in the Bonds. Interest on the Bonds will be payable semiannually on January 15 and July 15 of each year, beginning January 15, 2019. Principal and interest will be disbursed on behalf of the Building Corporation by Old National Wealth Management in Evansville, Indiana (the "Registrar" and "Paying Agent"). Interest on the Bonds will be paid by check, mailed one business day prior to the interest payment date or by wire transfer to depositories. The principal of and premium, if any, on the Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent. Interest on, together with the principal of, the Bonds will be paid directly to DTC by the Paying Agent so long as DTC or its nominee is the registered owner of the Bonds. The final disbursement of such payments to the Beneficial Owners of the Bonds will be the responsibility of the DTC Participants and the Indirect Participants. *See* "BOOK-ENTRY-ONLY SYSTEM". The Bonds will be subject to optional redemption prior to maturity, as more fully described herein.The Bonds may be issued as "Term Bonds" at the Underwriter's (hereinafter defined) discretion and subject to mandatory sinking fund redemption as more fully described herein.

MATURITY SCHEDULE
(Base CUSIP* _________)

Maturity	Principal**	Interest Rate	Yield	CUSIP	Maturity	Principal**	Interest Rate	Yield	CUSIP
July 15, 2020	$305,000				July 15, 2029	$395,000			
January 15, 2021	310,000				January 15, 2030	400,000			
July 15, 2021	310,000				July 15, 2030	405,000			
January 15, 2022	320,000				January 15, 2031	415,000			
July 15, 2022	320,000				July 15, 2031	420,000			
January 15, 2023	325,000				January 15, 2032	430,000			
July 15, 2023	330,000				July 15, 2032	435,000			
January 15, 2024	335,000				January 15, 2033	445,000			
July 15, 2024	340,000				July 15, 2033	455,000			
January 15, 2025	345,000				January 15, 2034	460,000			
July 15, 2025	350,000				July 15, 2034	470,000			
January 15, 2026	355,000				January 15, 2035	480,000			
July 15, 2026	360,000				July 15, 2035	490,000			
January 15, 2027	365,000				January 15, 2036	495,000			
July 15, 2027	370,000				July 15, 2036	510,000			
January 15, 2028	375,000				January 15, 2037	515,000			
July 15, 2028	380,000				July 15, 2037	530,000			
January 15, 2029	390,000				January 15, 2038	535,000			

**Preliminary, subject to change. The County reserves the right to adjust principal amounts within maturities of the Bond to achieve approximate level annual debt service levies of the County based upon the rates bid by the successful bidder.
This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

INFORMATION FOR BIDDING

Date and Time of Sale: Upon 24 hours' notice. Anticipated to take place on May 16, 2018 at 11:00 AM (EDT)
Place of Sale: Umbaugh, 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana 46240
Maximum Interest Rate: 6.00% **Minimum Purchase Price**:** 99% ($14,325,300*)
Multiples: 1/8, 1/20, or 1/100 of 1% **Anticipated Closing Date:** May 30, 2018
Good Faith Deposit: $144,700* certified or cashier's check or wire transfer submitted by the winning bidder no later than 3:30 p.m. (EDT) on the business day following the award
Method of Bidding: Electronic bidding by PARITY® or traditional bidding.
Basis of Award: True Interest Cost (TIC)
Issue Price Determination: As set forth in the Preliminary Official Statement, the bidder agrees by submission of their bid to assist the County in establishing the issue price of the Bonds under the terms outlined in Appendix G and shall execute and deliver to the County at closing an "issue price" certificate, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the County and bond counsel. Provided the winning bidder is purchasing the Bonds as an Underwriter (as defined in Appendix G) and is not purchasing the Bonds with the intent to hold the Bonds for its own account, then the County and the Purchaser shall agree to the process by which issue price will be established on the date of sale of the Bonds in the event that the Competitive Sale Requirements (as defined in Appendix G) are not met. The winning bidder must agree to execute the applicable schedules depending on the sale results.

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

The Bonds are being offered for delivery when, as and if issued and received by the Underwriter (hereinafter defined) and subject to the approval of legality by Ice Miller LLP, Indianapolis, Indiana, Bond Counsel. Certain legal matters will be passed on by Teryl Martin, Martin Law Office, as Attorney for the County. The Bonds are expected to be available for delivery to DTC in New York, New York, on or about May 30, 2018.

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

No dealer, broker, salesman or other person has been authorized by the Building Corporation to give any information or to make any representations, other than those contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the Building Corporation. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the securities described herein by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained by the Building Corporation, and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale of the securities described herein shall, under any circumstances, create any implication that there has been no change in the affairs of the Building Corporation since the date of delivery of the securities described herein to the initial purchaser thereof. However, upon delivery of the securities, the Building Corporation will provide a certificate stating that there have been no material changes in the information contained in the Final Official Statement since its delivery.

REFERENCES TO WEB SITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER'S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEB SITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS OFFICIAL STATEMENT FOR THE PURPOSES OF, AND AS THAT TERM IS DEFINED IN, SEC RULE 15C2-12.

*Preliminary, subject to change. The County reserves the right to adjust principal amounts within maturities of the Bond to achieve approximate level annual debt service levies of the County based upon the rates bid by the successful bidder.

** Minimum Purchase Price shall mean the par amount of the Bonds less total discount submitted with bid, including any underwriter discount, purchaser discount, original issue discount or any expenses submitted by the bidder which will reduce the amount of bond proceeds to be received by the Building Corporation, and adding any amortizable bond premium.

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*Preliminary, subject to change.

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PROJECT PERSONNEL

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

County Council

Dudley Cruea
James Hershberger
Bill Glover
Dale Clawson
Jim McKee
Tom Booe
Joe Whittington

County Attorney

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Martin Law Office
P.O. Box 208
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County Commissioners

Craig Stalter
Don Hesler
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Bond Counsel

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Ice Miller LLP
One American Square
Suite 2900
Indianapolis, Indiana 46282

County Auditor

Brenda Hardy

Municipal Advisor

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H.J. Umbaugh & Associates
Certified Public Accountants, LLP
8365 Keystone Crossing, Suite 300
Indianapolis, Indiana 46240

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This introduction to the Official Statement contains certain information for quick reference only. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

PRELIMINARY OFFICIAL STATEMENT

$14,470,000*

FOUNTAIN COUNTY BUILDING CORPORATION
Fountain County, Indiana
LEASE RENTAL BONDS, SERIES 2018

INTRODUCTION TO THE OFFICIAL STATEMENT

The Fountain County Building Corporation (the "Building Corporation") is issuing $14,470,000* of Lease Rental Bonds, Series 2018 (the "Bonds"). The Building Corporation was organized to issue Bonds pursuant to Indiana Code Title 36, Article 1, Chapter 10 to finance the acquisition and construction of a new County Sheriff's office and jail facility, including surface parking lots, required site drainage and utility infrastructure, together with all necessary appurtenances, related improvements and equipment (the "Project").

SECURITY AND SOURCES OF PAYMENT

Pursuant to a Lease, dated February 5, 2018, between the Building Corporation and Fountain County (the "County") (the "Lease"), the Bonds are payable from fixed, semiannual lease rental payments (the "Lease Rentals") to be paid by the County directly to Old National Wealth Management, Evansville, Indiana (the "Trustee") under a Trust Indenture between the Building Corporation and the Trustee dated as of May 1, 2018 (the "Trust Indenture") and a Lease (hereinafter defined) between the County and the Building Corporation dated February 5, 2018, and in accordance with Indiana Code Title 36, Article 1, Chapter 10. Such Lease Rentals are payable from the revenues of the income tax levied and collected pursuant to Indiana Code Title 6, Article 3.6, Title 7, Section 8.5 (the "Additional LIT Revenues"). See "Summary of the Fountain County Local Income Tax Revenues" herein. **To the extent that the Additional LIT Revenues are insufficient, the Lease Rentals are payable from an ad valorem property tax on all taxable property within the County (the "Property Tax Revenues"), as more fully described in this Official Statement.** See "Securities Being Offered – Securities and Sources of Payment" herein. The Bonds shall not constitute an indebtedness of the County within the meaning of the provisions and limitations of the constitution of the State of Indiana.

CIRCUIT BREAKER TAX CREDIT

Indiana Code Title 6, Article 1.1, Chapter 20.6 provides taxpayers with a tax credit for all property taxes in an amount that exceeds the gross assessed value of real and personal property eligible for the credit ("Circuit Breaker Tax Credit"). If applicable, the Circuit Breaker Tax Credit will result in a reduction of property tax collections for each political subdivision in which the Circuit Breaker Tax Credit is applied. The legislation requires local governments to fund their debt service obligations regardless of any property tax revenue shortfalls due to the Circuit Breaker Tax Credit. The State may intercept funds to pay debt service. (See "LEASE RENTAL PAYMENTS BY THE STATE OF INDIANA" and "CIRCUIT BREAKER TAX CREDIT" herein).

PURPOSE

The Bonds are being issued for the purpose of financing the acquisition and construction of a new County Sheriff's office and jail facility, including surface parking lots, required site drainage and utility infrastructure, together with all necessary appurtenances, related improvements and equipment, and to pay capitalized interest and issuance expenses.

REDEMPTION PROVISIONS

The Bonds are subject to optional redemption beginning January 15, 2028 as more fully described herein. The Bonds may be issued as Term Bonds at the discretion of the Underwriter (as hereinafter defined) and in that case, would be subject to mandatory sinking fund redemption as more fully described herein.

*Preliminary, subject to change.

DENOMINATIONS

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

REGISTRATION AND EXCHANGE FEATURES

The Trustee shall keep at its designated corporate trust office, a record for the registration of the Bonds. Each registered Bond shall be transferable or exchangeable only on such record at the designated corporate trust office of the Trustee at the written request of the registered owner thereof or his attorney duly authorized in writing upon surrender thereof, together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney.

BOOK-ENTRY-ONLY SYSTEM

The Bonds shall initially be issued and held in book-entry form on the books of the central depository system. The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered in the name of Cede & Co. (DTC's partnership nominee). One fully registered Bond certificate will be issued for the Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC. The Building Corporation and the Registrar and Paying Agent may deem and treat the Clearing Agency (Cede & Co.) as the absolute owner and holder of such Bond for all purposes including, without limitation, the receiving of payment of the principal of, premium, if any, and interest on such Bonds, the receiving of notice and the giving of consent. Interest payable January 15, 2019, and semiannually thereafter, will be paid by check mailed one business day prior to the interest payment date to the registered owner or by wire transfer on the interest payment date to the depository shown as the registered owner (Refer to "Book-Entry-Only System" herein).

PROVISIONS FOR PAYMENT

The principal on the Bonds shall be payable at the designated corporate trust office of the Registrar and Paying Agent, or by wire transfer to DTC or any successor depository. All payments of interest on the Bonds shall be paid by check, mailed one business day prior to the interest payment date to the registered owners as the names appear as of the fifteenth day of the month immediately preceding the interest payment date and at the addresses as they appear on the registration books kept by the Registrar or at such other address as is provided to the Registrar or by wire transfer to DTC or any successor depository. If payment of principal or interest is made to DTC or any successor depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). Payments on the Bonds shall be made in lawful money of the United States of America, which, on the date of such payment, shall be legal tender.

So long as DTC or its nominee is the registered owner of the Bonds, principal and interest on the Bonds will be paid directly to DTC by the Paying Agent. (The final disbursement of such payments to the Beneficial Owners of the Bonds will be the responsibility of the DTC Participants and Indirect Participants, as defined and more fully described herein.)

NOTICES

If the office location at which principal is payable changes, the Trustee will give notice of such change by first-class mail to registered owners at least 15 days prior to the first principal payment date following the date of such change in location.

If the Trustee resigns, notice shall be given to the registered owners by mail at least 20 days prior to the date when such resignation shall take effect.

Notice of redemption shall be mailed to the registered owners of all Bonds, not less than 30 nor more than 60 days prior to the date fixed for redemption.

TAX MATTERS

In the opinion of Ice Miller LLP ("Bond Counsel"), interest on the Bonds is excludable from gross income for federal income tax purposes. Such exclusion is conditioned on continuing compliance with the Tax Covenants, hereinafter defined. In the opinion of Bond Counsel, interest on the Bonds is exempt from income taxation in the State of Indiana. See Appendix E.

The Bonds are not bank qualified.

MISCELLANEOUS

The information contained in this Official Statement has been compiled from County officials and other sources deemed to be reliable, and while not guaranteed as to completeness or accuracy, it is believed to be correct as of this date. However, the Official Statement speaks only as of its date, and the information contained herein is subject to change.

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds and the rights and obligations of the owners thereof. A complete text of the Trust Indenture will be provided upon request. Additional information may be requested from the Brenda Hardy, County Auditor, 301 4th St., Covington, Indiana 47932, phone #765-793-6243.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the owners of the Bonds.

THE PROJECT

PROJECT DESCRIPTION

The Bonds are being issued for the purpose of financing the acquisition and construction of a new County Sheriff's office and jail facility, including surface parking lots, required site drainage and utility infrastructure, together with all necessary appurtenances, related improvements and equipment (the "Project").

CONSTRUCTION PROGRAM

Construction bids for the Project were received in April 2018. Construction of the Project will begin June 2018 and is anticipated to be completed August 2019.

Estimated Project Costs and Funding

Estimated Project Costs*

Net proceeds available for projects	$15,364,079
Capitalized Interest Expense through January 15, 2020	782,860
Allowance for Underwriter's discount	144,700
Allowance for bond issuance costs and contingencies	278,361
Total Estimated Project Costs	$16,570,000

Estimated Project Funding*

Lease Rental Bonds, Series 2018	$14,470,000
Cash on Hand	2,100,000
Total Estimated Project Funding	$16,570,000

*Preliminary, subject to change.

SCHEDULE OF AMORTIZATION $14,470,000* PRINCIPAL AMOUNT OF LEASE RENTAL BONDS, SERIES 2018

Payment Date	Principal Outstanding*	Principal*	Interest Rates	Interest	Total	Budget Year Total
	(-------In Thousands------)		(%)			
1/15/2019	$14,470					
7/15/2019	14,470					
1/15/2020	14,470					
7/15/2020	14,470	$305				
1/15/2021	14,165	310				
7/15/2021	13,855	310				
1/15/2022	13,545	320				
7/15/2022	13,225	320				
1/15/2023	12,905	325				
7/15/2023	12,580	330				
1/15/2024	12,250	335				
7/15/2024	11,915	340				
1/15/2025	11,575	345				
7/15/2025	11,230	350				
1/15/2026	10,880	355				
7/15/2026	10,525	360				
1/15/2027	10,165	365				
7/15/2027	9,800	370				
1/15/2028	9,430	375				
7/15/2028	9,055	380				
1/15/2029	8,675	390				
7/15/2029	8,285	395				
1/15/2030	7,890	400				
7/15/2030	7,490	405				
1/15/2031	7,085	415				
7/15/2031	6,670	420				
1/15/2032	6,250	430				
7/15/2032	5,820	435				
1/15/2033	5,385	445				
7/15/2033	4,940	455				
1/15/2034	4,485	460				
7/15/2034	4,025	470				
1/15/2035	3,555	480				
7/15/2035	3,075	490				
1/15/2036	2,585	495				
7/15/2036	2,090	510				
1/15/2037	1,580	515				
7/15/2037	1,065	530				
1/15/2038	535	535				
Totals		$14,470				

*Preliminary, subject to change. The Building Corporation reserves the right to adjust principal maturities to accomplish approximately level annual debt service based upon the interest rates of the successful bidder.

SECURITIES BEING OFFERED

AUTHORIZATION AND APPROVAL PROCESS

Pursuant to Indiana Code 6-1.1-20, with certain exceptions listed below, when property taxes are pledged to the repayment of bonds or leases to finance a project, a determination must be made as to whether the project is a "controlled project". Projects classified as controlled projects are subject to certain public approval procedures. A controlled project is one that is financed by a bond or lease, is payable by property taxes and costs more than the lesser of:

(1) Depending on the date of adoption of the preliminary determination ordinance or resolution:
- (a) If adopted prior to January 1, 2018, $2 million;
- (b) If adopted after December 31, 2017, but before January 1, 2019, $5 million;
- (c) If adopted after December 31, 2018, an amount equal to the assessed value growth quotient (as determined by the DLGF) multiplied by the amount determined under this clause for the preceding calendar year;

(2) An amount equal to:
- (a) At least 1% of gross assessed value, if that total gross assessed value is more than $100 million; or
- (b) $1 million if the gross assessed value is not more than $100 million.

The main exceptions for a project being classified as a controlled project when there are property taxes being pledged to the repayment of the bonds or leases, and the project meets the criteria set forth in (1)-(2) above are when (a) property taxes are used only as a back-up to enhance credit, (b) a project is being refinanced to generate taxpayer savings, (c) the project is mandated by federal law, or (d) the project is in response to a natural disaster, emergency or accident with is approved by the County making it unavailable for its intended use.

The Bonds are considered a non-controlled project and the issuance of the Bonds was able to continue without additional approval procedures.

THE BUILDING CORPORATION

The Building Corporation was organized as a not-for-profit corporation pursuant to the Indiana Code Title 23, Article 17, for the sole purpose of acquiring land and constructing, renovating and improving facilities to be leased to the County.

During its existence, the Building Corporation will operate entirely without profit to the Building Corporation, its officers or directors.

LEASED PREMISES

The leased premises consists of the Project being constructed according to plans and specifications prepared by the architects employed by Building Corporation (the "Leased Premises").

SECURITY AND SOURCES OF PAYMENT

The Bonds shall constitute an indebtedness of the Building Corporation payable in accordance with the terms of the Trust Indenture and secured by the pledge and assignment to the Trustee of the funds and accounts defined and described therein, including the Lease Rentals and other funds as defined in the Trust Indenture. The Trust Indenture creates a continuing pledge by the Building Corporation to the bondholders to pay principal and interest on the Bonds, until the principal sum shall be fully paid. Funds for the Lease Rentals will be paid by or on behalf of the County directly to the Trustee (for the account of the Building Corporation) pursuant to the terms of the Lease.

The first Lease Rental for the Bonds is to begin on the day the Project is completed and ready for occupancy or June 30, 2020, whichever is later. See the Summary of the Lease (Appendix C). If there is excessive delay in construction and the Project is not available for occupancy and use by July 1, 2020, sufficient funds may not be available to meet the principal and interest payment due on the Bonds on July 15, 2020, and subsequent interest and principal payments.

If, for any reason, the Leased Premises is partially or totally destroyed or unfit for occupancy, the fixed annual rental shall be proportionately abated. The Building Corporation is required by the Lease to maintain rental value insurance, in an amount equal to the full rental value for a period of up to two years. In addition, the proceeds of any property or casualty insurance would be used either to repair and reconstruct the Leased Premises or retire obligations issued to finance the Leased Premises. To the extent the damaged or destroyed Leased Premises is not restored or repaired or is unfit for occupancy and use beyond the period covered by rental value insurance, the Building Corporation could have insufficient funds to pay debt service on the Bonds. See "Risks to Bondholders."

The Lease Rentals to be paid by the County during the term of the Lease are required to be in amounts sufficient to pay the principal of and interest on the Bonds. Such Lease Rentals are payable from the revenues of the income tax levied and collected pursuant to Indiana Code Title 6, Article 3.6, Title 7, Section 8.5 (the "Additional LIT Revenues").

To the extent that the Additional LIT Revenues are insufficient, the Lease Rentals are payable from an ad valorem property tax on all taxable property within the County (the "Property Tax Revenues").

The Lease Rentals shall be payable as follows:

Additional LIT Revenue. The rentals shall be payable out of Additional LIT Revenues. Upon receipt of each monthly distribution of Additional LIT Revenues, the County shall deposit with the Trustee, for deposit into the Lease Rental Fund hereby created, the lesser of: (a) an amount at least equal to the next lease rental payment due under the Lease; or (b) all of the Additional LIT Revenues. Any Additional LIT Revenues not needed to make the current lease payment shall be set aside in a separate fund held by the County Auditor pursuant to the Act ("County Jail Revenue Fund") until the balance in the County Jail Revenue Fund equals the lease rentals due in the next 12 calendar months. Any excess in the County Jail Revenue Fund after redemption of the bonds or the final lease rental payment due under this Lease shall be used by the Lessee as set forth in the Act. Prior to each rental payment date, the Trustee shall notify the Lessee of the amount needed to make the lease rental payment after taking into account all prior deposits and earnings thereon.

Ad Valorem Property Tax Out of an ad valorem property tax levied and collected on all taxable property in the County to the extent Additional LIT Revenues deposited in the Lease Rental Fund or the County Jail Revenue Fund created in this Section 5 are not sufficient to pay the lease rentals due under this Lease.

FUNDS AND ACCOUNTS

The Trust Indenture establishes certain funds and accounts and the flow of funds. (For greater detail, refer to the Summary of Certain Provisions of the Trust Indenture provided in Appendix D. The complete Trust Indenture may be obtained from Ice Miller LLP.)

INTERCEPT PROGRAM

In 2008, the Indiana General Assembly enacted legislation (Indiana Code Title 6, Article 1.1, Chapter 20.6, Section 10) to ensure that shortfalls in property tax receipts due to the Circuit Breaker Tax Credit do not affect the ability of a political subdivision to make payments on any existing debt service and lease rental obligations. The legislation requires that local governments fund their debt service and lease rental obligations regardless of property tax shortfalls due to the Circuit Breaker Tax Credit. If a political subdivision fails to make debt service or lease rental payments, the State Treasurer, upon being notified of the failure, shall pay the unpaid debt service or lease rental payments that are due from funds that are held by the State (including among others, income tax distributions and motor vehicle highway distributions) that would otherwise be available for distribution to the political subdivision to ensure that Debt Service Obligations (as hereinafter defined) are made when due.

ADDITIONAL OBLIGATIONS PAYABLE FROM ADDITIONAL LIT REVENUES

The Lessee reserves the right to enter into leases or other obligations entitled to the pledge of Additional LIT Revenues on a parity with this Lease in accordance with the requirements set forth below ("Parity Obligations") for the purpose of raising money for future projects of the Lessee authorized under the Act. The authorization and issuance of Parity Obligations shall be subject to the following conditions precedent:

i. All rental payments due under the Lease and all payments on any Parity Obligations shall be current to date in accordance with the terms thereof, with no payment in arrears;

ii. For Parity Obligations without a property tax backup, the Lessee and the Lessor shall have received a certificate prepared by an independent, qualified accountant or feasibility consultant ("Certifier") certifying the amount of the Additional LIT Revenues in the most recent certified distributions for the Lessee from the Indiana Department of Local Governmental Finance (or its successor agency for such matters), shall be at least equal to one hundred twenty-five percent (125%) of the lease rental and debt service requirements with respect to the outstanding Lease and the proposed Parity Obligations, for each respective year during the term of the outstanding Lease and Parity Obligations. In calculating this coverage, the Certifier may take into account any increase in the Additional LIT Rate which has been approved by the County but which has not yet been collected or distributed to the County. The Lessee shall approve and confirm the figures and estimates set forth by the Certified in a certificate delivered to the Lessor by the Certifier in any resolution or ordinance authorizing the Parity Obligations. If the Parity Obligations will be secured by a property tax levy, the requirements of this paragraph (ii) need not be met.

iii. Payments of any Parity Obligations or junior obligations shall be payable semiannually on January 1 and July 1.

The terms and conditions of any Parity Obligations shall be set forth in the resolution or ordinance authorizing such Parity Obligations.

RELATIONSHIP OF ANNUAL LEASE RENTAL PAYMENTS TO ANNUAL DEBT SERVICE REQUIREMENTS

The Lease Rentals to be paid by the County each January 1 and July 1 for the use and occupancy of the Leased Premises will be equal to an amount which will be sufficient to pay unpaid principal of and interest on the Bonds which is due on or before the January 15 and July 15 following such January 1 and July 1, plus an amount sufficient to provide for the fees of the Trustee and incidental expenses of the Building Corporation.

All Lease Rentals shall be paid by or on behalf of the County to the Trustee under the Trust Indenture or to such other bank or trust company as may from time to time succeed the Trustee as provided thereunder. All payments so made by or on behalf of the County shall be considered as payment to the Building Corporation of the Lease Rentals payable under the Lease.

RISKS TO BONDHOLDERS

The County expects to make the Lease Rental payments from the Additional LIT Revenues, and to the extent that Additional LIT Revenues are insufficient to pay the Lease Rentals, the Lease Rentals are payable from the Property Tax Revenues. There are certain risks associated with Additional LIT Revenues as outlined below; however, to the extent that the Additional LIT Revenues are insufficient, the County is required to levy the ad valorem property tax. A firm estimate of the Additional LIT Revenues will be available by the time of the decision to levy the ad valorem property tax for the next Lease Rental payment. If the receipts collected of the Additional LIT Revenues are insufficient, the County may not be able to impose an additional debt service levy until the following budget year which may cause a timing delay as receipt of the Property Tax Revenues may occur after the Lease Rental payment is due. Should this shortfall occur, the County is permitted to use other legally available funds to make the Lease Rental payments.

Prospective investors in the Bonds should be aware that there are risk factors associated with the Bonds as outlined below:

Risks Associated with Lease Rental payments:
Prospective investors in the Bonds should be aware that there are risk factors associated with Bonds which are payable from Lease Rentals:

(1) The principal of and interest on the Bonds are payable only from Lease Rentals received by the Trustee on behalf of the County from the Building Corporation pursuant to the Lease. The Building Corporation has no taxing power. The Building Corporation has no source of funds from which to pay debt service on the Bonds except monies collected from Lease Rentals and funds held under the Trust Indenture. The Trustee will have funds from capitalized interest and earnings thereon, to pay interest due through and including January 15, 2020.

a. According to the Lease, the Lease Rentals will commence on the later of the date of completion of the Leased Premises or July 1, 2020. Bond proceeds will be held by the Trustee in the Bond Interest Account to pay capitalized interest on the Bonds through and including January 15, 2020. In the event the Leased Premises are not completed by July 1, 2020, the Building Corporation may not be able to pay the full amount of the Lease Rentals. The County expects to complete the Leased Premises by August 2019.

b. The Building Corporation is legally permitted to pay Lease Rentals only for portions of the Leased Premises which are complete and ready for use and occupancy. If, for any reason, the Leased Premises are damaged or destroyed and unavailable for use, the Building Corporation would no longer be able to pay Lease Rentals. **However, the Building Corporation is required by the Lease to maintain rental value insurance in an amount equal to full rental value for a period up to two (2) years.** In addition, the proceeds of any property and/or casualty insurance claim for the Leased Premises would be used either to reconstruct the Leased Premises or to retire obligations issued to finance the Leased Premises.

Risks Associated with LIT Revenues payments:

(1) There are certain risks associated with LIT Revenues, and this official statement contains information regarding the historical certified distributions of the Additional LIT Revenues received by the County. The County's LIT Revenues in the future may differ materially from the County's historical LIT Revenue receipts. Factors impacting LIT Revenues, include but are not limited to the following:

a. Adverse economic conditions in the County, the State of Indiana or the United States could result in a reduction in the adjusted gross income of qualifying taxpayers in the County and, therefore, a reduction in County's collection of LIT Revenues.

b. Local area or statewide delinquencies in state income tax collection could result in reduced County's collection of LIT Revenues, including Additional LIT Revenues.

c. Under IC 6-3.6-7-8.5, the County Council could not impose a special purpose rate that exceeds 0.55% ("Additional LIT Rate"), and the Additional LIT Rate may not be greater than the rate necessary to pay for the authorized purposes. The County has imposed a Additional LIT Rate at the maximum rate of 0.55%. The County has made no representation and are not authorized by current law to take any action to increase the rate at which the Additional LIT Rate is imposed to pay Lease Rentals.

d. The legislature, or an administrative agency with jurisdiction in the matter, could enact new laws or regulations or interpret, amend, alter, change or modify, or a court of competent jurisdiction could interpret, the laws or regulations governing the collection, distribution, definition or accumulation of the LIT Revenues in a fashion that would adversely affect the owners of the Bonds.

e. Additional LIT Revenues can vary considerably from year to year depending on the amount of Additional LIT Revenues collected from taxpayers.

Before June 1 of each calendar year, the State Budget Agency must provide the DLGF and the county auditor with an estimate of the amount of Additional LIT Revenues that will be distributed to the County. This gives the County time to include in its budget a property tax levy in an amount sufficient to meet the debt service due in the subsequent bond year for which the budget is being prepared to the extent the certified Additional LIT Revenues are determined to be insufficient.

The certified income tax distribution is based on actual income tax returns filed and processed from July 1 of the prior year through June 30 of the current year, adjusted for any refunds.

The amount of local income tax to be certified may also be adjusted to offset any overpayments of local income tax made to a county in a prior calendar year, for clerical or mathematical errors or for tax rate changes. This certified amount is distributed to the County in equal, monthly payments in the subsequent calendar year. The County expects that the amount of local income tax to be distributed in the subsequent year by the State to the County will not be less than the amount certified on the previous August 2.

The local income tax distribution is paid from actual revenues collected in the year following the certification. If the actual revenue collected is less than the certified distribution amount, this could cause a reduction in certified local income tax distributions in future years.

The County's 2018 certified distribution of Additional LIT Revenues resulting from the Additional LIT Rate are $1,690,434.

Risks Associated with the ad valorem property tax:

(2) There are risk factors associated with the ad valorem property tax.

a. *Tax Collection*. In the event of delinquent tax payments or delayed billing, collection or distribution by the County of ad valorem property taxes, including the ad valorem property tax levied on the County, sufficient funds may not be available to pay the lease rental when due. This risk is inherent in all property tax-supported obligations.

b. *Circuit Breaker Tax Credit*. If applicable, the Circuit Breaker Tax Credit results in a reduction of property tax collections for each political subdivision in which the Circuit Breaker Tax Credit is applied. A political subdivision may not increase its property tax levy or borrow money to make up for any property tax revenue shortfall due to the application of the Circuit Breaker Tax Credit.

IC 6-1.1-20.6-10 requires political subdivisions to fully fund any levies for the payment of outstanding debt service or lease rental obligations regardless of any reduction in property tax collections due to the application of the Circuit Breaker Tax Credit. IC 6-1.1-20.6-9.8 further provides that property taxes imposed by a political subdivision to pay for debt service obligations of such political subdivision (including lease rental payments on leases) are "protected taxes." If property tax collections are insufficient to fully fund debt service or lease rental levies due to the Circuit Breaker Tax Credit, political subdivisions must use non-property tax revenues or revenues from property tax levies for other funds (including operating) to offset revenue loss to the debt service fund. See "Procedures for Property Assessment, Tax Levy and Collection" and "Circuit Breaker Tax Credit" herein. IC 6-1.1-20.6-10 also provides that if property tax revenues are not sufficient to pay debt service on bonds or leases payable from property taxes, the State must intercept local income tax distributions and available distributions of State monies for the benefit of bondholders.

This application of property tax revenues may impact the ability of political subdivisions to provide existing levels of service and, in extreme cases, the ability to make debt service or lease rental payments on bonds secured by intercepted funds. There has been no judicial interpretation of this legislation. In addition, there can be no assurance as to future events or legislation that may affect the Circuit Breaker Tax Credit or the collection of property taxes.

c. *Reassessment and Trending*. All Indiana counties are required to reassess 25% of all parcels of real property annually or in accordance with its reassessment plan. All real property must be reassessed under the plan once every four years. Trending is scheduled to occur on an annual basis. Delays in the reassessment and trending process or appeals of reassessments could adversely affect the collection of property taxes.

(3) *Adverse Legislative Action*: It is possible that legislation enacted after the date of the Bonds or proposed for consideration will have an adverse effect on payment or timing of payment or other matters impacting the Bonds. Refer to the "Legislative Proposals" section herein.

INVESTMENT OF FUNDS

The proceeds of this issue are to be invested in accordance with the laws of the State of Indiana relating to the depositing, holding, securing or investing of public funds, including particularly Indiana Code 5-13, and the acts amendatory thereof and supplemental thereto. The County shall direct the investment of Bond proceeds as set forth in the Trust Indenture.

THE BONDS

INTEREST CALCULATION

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

REDEMPTION PROVISIONS

Optional Redemption:

The Bonds maturing on or after July 15, 2028 are redeemable prior to maturity at the option of the Building Corporation in whole or in part in any order of maturity as determined by the Building Corporation and by lot within maturities, on any date not earlier than Janaury 15, 2028 at face value plus accrued interest to the date fixed for redemption and without any redemption premium.

Mandatory Sinking Fund Redemption:

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

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

Notice of Redemption:

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

BOOK-ENTRY-ONLY SYSTEM

The Bonds will be available only in book-entry form in the principal amount of $5,000 or any integral multiple thereof. DTC will act as the initial securities depository for the Bonds. The ownership of one fully registered Bond will be registered in the name of Cede & Co., as nominee for DTC.

SO LONG AS CEDE & CO, AS NOMINEE OF DTC, IS THE REGISTERED OWNER OF THE BONDS, REFERENCES IN THIS OFFICIAL STATEMENT TO THE REGISTERED OWNERS (OR THE OWNERS) WILL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS.

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

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Building Corporation as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of principal, interest and redemption amounts, if any, on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Building Corporation or the Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC (nor its nominee), the Paying Agent, or the Building Corporation, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Building Corporation or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursements of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

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

The Building Corporation may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Building Corporation believes to be reliable, but neither the Building Corporation nor the Underwriter takes any responsibility for the accuracy thereof.

In the event that the book-entry-only system is discontinued, the Paying Agent will provide for the registration of the Bonds in the name of the Beneficial Owners thereof. The Building Corporation, the Registrar, the Paying Agent and any other Fiduciary would treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purposes of making and receiving payment of the principal thereof and interest thereon, and for all other purposes, and none of these parties would be bound by any notice or knowledge to the contrary.

Revision of Book-Entry-Only System:

In the event that either (1) the Building Corporation receives notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities as a clearing agency for the Bonds or (2) the Building Corporation elects to discontinue its use of DTC as a clearing agency for the Bonds, then the Building Corporation and the Paying Agent will do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the Bonds, as are necessary or appropriate to discontinue use of DTC as a clearing agency for the Bonds and to transfer the ownership of each of the Bonds to such person or persons, including any other clearing agency, as the holder of such Bonds may direct in accordance with the Trust Indenture. Any expenses of such a discontinuation and transfer, including any expenses of printing new certificates to evidence the Bonds will be paid by the Building Corporation.

PROCEDURES FOR PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION

The lease rental payments are payable from ad valorem property taxes required by law to be levied by or on behalf of the County. Article 10, Section 1 of the Constitution of the State of Indiana ("Constitutional Provision") provides that, for property taxes first due and payable in 2012 and thereafter, the Indiana General Assembly shall, by law, limit a taxpayer's property tax liability to a specified percentage of the gross assessed value of the taxpayer's real and personal property. The Indiana General Assembly enacted legislation (Indiana Code Title 6, Article 1.1, Chapter 20.6), which implements the Constitutional Provision and provides taxpayers with a tax credit for all property taxes in an amount that exceeds a certain percentage of the gross assessed value of eligible property. *See* "CIRCUIT BREAKER TAX CREDIT" herein for further details on the levy and collection of property taxes.

Real and personal property in the State is assessed each year as of January 1. On or before August 1 of each year, the County Auditor must submit a certified statement of the assessed value of each taxing unit for the ensuing year to the Department of Local Government Finance ("DLGF"). The DLGF shall make the certified statement available on its gateway website located at https://gateway.ifionline.org/ ("Gateway"). The County Auditor may submit an amended certified statement at any time before December 31 of the year preceding the budget year (as defined in IC 6-1.1-17-16(k)(2)), the date by which the DLGF must certify the taxing units' budgets.

The certified statement of assessed value is used when the governing body of a local taxing unit meets to establish its budget for the next fiscal year (January 1 through December 31) and to set tax rates and levies. In preparing the taxing unit's estimated budget, the governing body must consider the net property tax revenue that will be collected by the taxing unit during the ensuing year, after taking into account the DLGF's estimate of the amount by which the taxing unit's distribution of property taxes will be reduced by the application of the Circuit Breaker Tax Credit (as defined in the summary of "CIRCUIT BREAKER TAX CREDIT" herein), and after taking into account the DLGF's estimate of the maximum amount of net property tax revenue and miscellaneous revenue that the taxing unit will receive in the ensuing year. Before May 1 of each year after 2017, the fiscal officer of each political subdivision shall provide the DLGF with an estimate of the total amount of its debt service obligations (as defined in IC 6-1.1-20.6-9.8) that will be due in the last six months of the current year and in the ensuing year. Beginning in 2018, the DLGF shall provide to each political subdivision: (1) an estimate of the maximum property tax rate that may be imposed by the political subdivision for the ensuring year for each cumulative fund or other fund for which a maximum property tax rate is established by law; and (2) an estimate of property taxes payable for the ensuing year for debt service. Before August 1 of each year, the DLGF shall provide to each taxing unit (1) an estimate of the maximum amount of net property tax revenue and miscellaneous revenue that the unit will receive in the ensuring year if the unit's tax rates are imposed at the maximum allowable rate and levy under law and (2) an estimate of the amount by which the taxing unit's distribution of property taxes will be reduced due to the Circuit Breaker Tax Credit. Beginning in 2018, the State Budget Agency must provide to the DLGF and the County Auditor an estimate of the certified local income tax distribution before June 1, and the DLGF must provide by July 1, the estimated amounts to be distributed at the taxing level to the County Auditor.

The taxing unit must submit the following information to the DLGF via Gateway: (i) its estimated budget; (ii) the estimated maximum permissible tax levy, as determined by the DLGF; (iii) the current and proposed tax levies of each fund; (iv) the estimated amount, determined by the DLGF, by which the taxing unit's property taxes may be reduced by the Circuit Breaker Tax Credit; (v) the amount of excess levy appeals to be requested, if any; and (vi) the time and place at which the taxing unit will conduct a public hearing related to the information submitted to Gateway. The public hearing must be conducted at least ten days prior to the date the governing body establishes the budget, tax rate and levy, which by statute must each be established no later than November 1.

The budget, tax levy and tax rate of each taxing unit are subject to review by the DLGF, and the DLGF shall certify the tax rates and tax levies for all funds of taxing units subject to the DLGF's review. The DLGF may not increase a taxing district's budget by fund, tax rate or tax levy to an amount which exceeds the amount originally fixed by the taxing unit unless the taxing unit meets all of the following: (i) the increase is requested in writing by the taxing unit; (ii) the requested increase is published on the DLGF's advertising internet website; and (iii) notice is given to the county fiscal body of the DLGF's correction.

Taxing units have until December 31 of the calendar year immediately preceding the ensuing calendar year to file a levy shortfall appeal. Beginning with budget year 2019, the DLGF must complete its review and certification of budgets, tax rates and levies not later than December 31 of the year preceding the budget year, unless a taxing unit in the county issues debt after December 1 or intends to file a shortfall appeal under IC 6-1.1-18.5-16 in which case the DLGF must certify the budgets for the taxing units in the county by January 15 of the budget year.

On or before March 15, the County Auditor prepares the tax duplicate, which is a roll of property taxes payable in that year. The County Auditor publishes a notice of the tax rate in accordance with Indiana statutes. The County Treasurer mails tax statements at least 15 days prior to the date that the first installment is due (due dates may be delayed due to a general reassessment or other factors). Property taxes are due and payable to the County Treasurer in two installments on May 10 and November 10, unless the mailing of tax bills is delayed or a later due date is established by order of the DLGF. If an installment of property taxes is not completely paid on or before the due date, a penalty of 10% of the amount delinquent is added to the amount due; unless the installment is completely paid within thirty (30) days of the due date and the taxpayer is not liable for delinquent property taxes first due and payable in a previous year for the same parcel, the amount of the penalty is five percent (5%) of the amount of the delinquent taxes. On May 11 and November 11 of each year after one year of delinquency, an additional penalty equal to 10% of any taxes remaining unpaid is added. The penalties are imposed only on the principal amount of the delinquency. Property becomes subject to tax sale procedures after 15 months of delinquency. The County Auditor distributes property tax collections to the various taxing units on or about June 30 after the May 10 payment date and on or about December 31 after the November 10 payment date.

Pursuant to State law, personal property is assessed at its actual historical cost less depreciation, in accordance with 50 IAC 4.2, the DLGF's Rules for the Assessment of Tangible Personal Property. Effective January 1, 2016, state law annually exempts from property taxation new tangible business personal property with an acquisition cost of less than $20,000. Pursuant to State law, real property is valued for assessment purposes at its "true tax value" as defined in the Real Property Assessment Rule, 50 IAC 2.4, the 2011 Real Property Assessment Manual ("Manual"), as incorporated into 50 IAC 2.4 and the 2011 Real Property Assessment Guidelines, Version A ("Guidelines"), as adopted by the DLGF. P.L. 204-2016, SEC. 3, enacted in 2016, retroactive to January 1, 2016, amends State law to provide that "true tax value" for real property does <u>not</u> mean the value of the property to the user and that true tax value shall be determined under the rules of the DLGF. As a result of P.L. 204-2016, the DLGF has begun the process of amending the Manual. In the case of agricultural land, true tax value shall be the value determined in accordance with the Guidelines and IC 6-1.1-4, as amended by P.L. 180-2016. Except for agricultural land, as discussed below, the Manual permits assessing officials in each county to choose any acceptable mass appraisal method to determine true tax value, taking into consideration the ease of administration and the uniformity of the assessments produced by that method. The Guidelines were adopted to provide assessing officials with an acceptable appraisal method, although the Manual makes it clear that assessing officials are free to select from any number of appraisal methods, provided that they produce "accurate and uniform values throughout the jurisdiction and across all classes of property". The Manual specifies the standards for accuracy and validation that the DLGF uses to determine the acceptability of any alternative appraisal method. "Net Assessed Value" or "Taxable Value" represents the "Gross Assessed Value" less certain deductions for mortgages, veterans, the aged, the blind, economic revitalization areas, resource recovery systems, rehabilitated residential property, solar energy systems, wind power devices, hydroelectric systems, geothermal devices and tax-exempt property. The "Net Assessed Value" or "Taxable Value" is the assessed value used to determine tax rates.

Changes in assessed values of real property occur periodically as a result of the county's reassessment plan, as well as when changes occur in the property value due to new construction or demolition of improvements. Before July 1, 2013, and before May 1 of every fourth year thereafter, each county assessor will prepare and submit to the DLGF a reassessment plan for the county. The DLGF must complete its review and approval of the reassessment plan before January 1 of the year following the year in which the reassessment plan is submitted by the county. The reassessment plan must divide all parcels of real property in the county into four (4) different groups of parcels. Each group of parcels must contain approximately twenty-five percent (25%) of the parcels within each class of real property in the county. All real property in each group of parcels shall be reassessed under the county's reassessment plan once during each four (4) year cycle. The reassessment of a group of parcels in a particular class of real property shall begin on May 1 of a year, and must be completed on or before January 1 of the year after the year in which the reassessment of the group of parcels begins. For real property included in a group of parcels that is reassessed, the reassessment is the basis for taxes payable in the year following the year in which the reassessment is to be completed. The county may submit a reassessment plan that provides for reassessing more than twenty-five percent (25%) of all parcels of real property in the county in a particular year. A plan may provide that all parcels are to be reassessed in one (1) year.

However, a plan must cover a four (4) year period. All real property in each group of parcels shall be reassessed under the county's reassessment plan once during each reassessment cycle. The reassessment of the first group of parcels under a county's reassessment plan begins on May 1, 2018, and is to be completed on or before January 1, 2019. Since 2007, all real property assessments are revalued annually to reflect market value based on comparable sales data ("Trending"). When a change in assessed value occurs, a written notification is sent to the affected property owner. If the owner wishes to appeal this action, the owner may file a petition requesting a review of the action. This petition must be filed with the county assessor in which the property is located within 45 days after the written notification is given to the taxpayer or May 10 of that year, whichever is later. While the appeal is pending, the taxpayer may pay taxes based on the current year's tax rate and the previous or current year's assessed value.

Beginning in 2018, the County Auditor shall submit to the DLGF parcel level data of certified net assessed values as required by and according to a schedule provided by the DLGF.

CIRCUIT BREAKER TAX CREDIT

Description of Circuit Breaker:

Article 10, Section 1 of the Constitution of the State of Indiana (the "Constitutional Provision") provides that, for property taxes first due and payable in 2012 and thereafter, the Indiana General Assembly shall, by law, limit a taxpayer's property tax liability to a specified percentage of the gross assessed value of the taxpayer's real and personal property. Indiana Code § 6-1.1-20.6 (the "Statute") authorizes such limits in the form of a tax credit for all property taxes in an amount that exceeds the gross assessed value of real and personal property eligible for the credit (the "Circuit Breaker Tax Credit"). For property assessed as a homestead (as defined in Indiana Code § 6-1.1-12-37), the Circuit Breaker Tax Credit is equal to the amount by which the property taxes attributable to the homestead exceed 1% of the gross assessed value of the homestead. Property taxes attributable to the gross assessed value of other residential property, agricultural property, and long-term care facilities are limited to 2% of the gross assessed value, property taxes attributable to other non-residential real property and personal property are limited to 3% of the gross assessed value. The Statute provides additional property tax limits for property taxes paid by certain senior citizens.

If applicable, the Circuit Breaker Tax Credit will result in a reduction of property tax collections for each political subdivision in which the Circuit Breaker Tax Credit is applied. **Political subdivisions may not increase their property tax levy or borrow money to make up for any property tax revenue shortfall due to the application of the Circuit Breaker Tax Credit.**

The Constitutional Provision excludes from the application of the Circuit Breaker Tax Credit property taxes first due and payable in 2012, and thereafter, that are imposed after being approved by the voters in a referendum. The Statute codifies this exception, providing that, with respect to property taxes first due and payable in 2012 and thereafter, property taxes imposed after being approved by the voters in a referendum will not be considered for purposes of calculating the limits to property tax liability under the provisions of the Statute. In accordance with the Constitutional Provision, the General Assembly has, in the Statute, designated Lake County and St. Joseph County as "eligible counties" and has provided that property taxes imposed in these eligible counties to pay debt service and make lease rental payments for bonds or leases issued or entered into before July 1, 2008 or on bonds issued or leases entered into after June 30, 2008 to refund those bonds or leases, will not be considered for purposes of calculating the limits to property tax liability under the provisions of the Statute, through and including December 31, 2019.

The Statute requires political subdivisions to fully fund the payment of outstanding debt service or lease rental obligations payable from property taxes ("Debt Service Obligations"), regardless of any reduction in property tax collections due to the application of the Circuit Breaker Tax Credit. Upon: (i) the failure of a political subdivision to pay any of its Debt Service Obligations; and (ii) notification of that event to the treasurer of the State by a claimant; the treasurer of State is required to pay the unpaid Debt Service Obligations from money in the possession of the State that would otherwise be available to the political subdivision under any other law. A deduction must be made: (i) first, from local income tax distributions that would otherwise be distributed to the county; and (ii) second, from any other undistributed funds of the political subdivision in possession of the State.

If the allocation of property tax reductions to funds receiving only unprotected taxes is insufficient to offset the amount of the Circuit Breaker Tax Credit, the revenue for a fund receiving protected taxes will also be reduced. If a fund receiving protected taxes is reduced, the Statute provides that a political subdivision may transfer money from any other available source in order to meet its Debt Service Obligations. The amount of this transfer is limited to the amount by which the protected taxes are insufficient to meet Debt Service Obligations.

The County cannot predict the timing, likelihood or impact on property tax collections of any future actions taken, amendments to the Constitution of the State of Indiana or legislation enacted, regulations or rulings promulgated or issued to implement any such regulations, statutes or the Constitutional Provision described above or of future property tax reform in general. There has been no judicial interpretation of this legislation. In addition, there can be no assurance as to future events or legislation that may affect the Circuit Breaker Tax Credit or the collection of property taxes by the County.

For example, in March, 2016, the Indiana General Assembly passed legislation which revises the factors used to calculate the assessed value of agricultural land. This legislation is retroactive to the January 1, 2016, assessment date and applies to each assessment date thereafter. The revised factors enacted in the legislation may reduce the total assessed value of agricultural land, which could shift property tax liability from agricultural property owners to other property owners. In addition, the reduction in the assessed value of agricultural land may result in a reduction of the total assessed value of a County. A lower assessed value of a County may result in higher tax rates in order for a County to receive its approved property tax levy. *See* "PROCEDURES FOR PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION" herein.

Estimated Circuit Breaker Tax Credit for the County:

According to the DLGF, the Circuit Breaker Tax Credit allocable to the County for budget years 2015, 2016 and 2017 were $47,357, $39,929 and $57,838, respectively. In budget year 2018, the Circuit Breaker Tax Credits was $84,397. These estimates do not include the estimated debt service on the Bonds and the lease rentals on the Lease securing the Bonds.

The Circuit Breaker Tax Credit amounts above do not reflect the potential effect of any further changes in the property tax system or methods of funding local government that may be enacted by the Indiana General Assembly in the future. The effects of these changes could affect the Circuit Breaker Tax Credit and the impact could be material. Other future events, such as the loss of a major taxpayer, reductions in assessed value, increases in property tax rates of overlapping taxing units or the reduction in local option income taxes applied to property tax relief could increase effective property tax rates and the amount of the lost revenue due to the Circuit Breaker Tax Credit, and the resulting increase could be material.

SUMMARY OF THE FOUNTAIN COUNTY LOCAL INCOME TAX REVENUES

The County Council imposed the County Adjusted Gross Income Tax pursuant to Indiana Code 6-3.5-1.1 ("CAGIT Statute") at a rate of 1.00% on the adjusted gross income of County taxpayers, a rate of 0.25% for public safety, and a rate of 0.10% for property tax relief (Collectively, "CAGIT"), and the County has been a recipient of a distributive share of the revenues from CAGIT. Pursuant to IC 6-3.6-7-8.5 ("Additional LIT Rate Statute"), the County Council adopted an Additional LIT Rate at a rate of 0.55%. All of the Additional LIT Revenues from the Additional LIT Rate have been distributed to the County for the purpose of financing the acquisition and construction of a new County Sheriff's office and jail facility and to make bond or lease rental payments. The County Council also imposed the County Economic Development Income Tax ("EDIT") pursuant to IC 6-3.5-7 at a rate of 0.20% on the adjusted gross income of County taxpayers, and the County has been a recipient of a distributive share of revenues from the EDIT.

In 2015, the General Assembly enacted P.L. 243-2015, as amended by P.L. 197-2016, as further amended by P.L. 247-2017, to consolidate and simplify the various local income tax laws, including CAGIT, County Option Income Tax ("COIT"), EDIT, public safety income taxes, property tax replacement income taxes, and special purpose local income taxes authorized into a uniform law and to transition each county from the "former taxes," into a single local income tax ("LIT") governed by IC 6-3.6 ("LIT Statute" and revenues derived from the local income taxes under the LIT Statute are collectively "LIT Revenues") which was effective July 1, 2015.

The LIT Statute combined the previous income taxes into a single income tax with three components (a) special purpose rate (rate established by special legislation to fund special projects); (b) property tax relief rate (max rate

1.25%)("Property Tax Relief Rate"); and (c) expenditure rate (max rate 2.50%)("Expenditure Rate"). The Additional LIT Rate Statute was recodified under IC 6-3.6-7-8.5, which continues the Additional LIT Rate at the 0.55% rate. The property tax relief was recodified under the property tax relief rate, and CAGIT, including the public safety rate, and EDIT were recodified as a part of the Expenditure Rate. **Additional LIT Revenues are the only LIT Revenues pledged to the payment of Lease Rentals**.

The LIT Statute also provides that the total combined local income tax rate in effect in a county on May 1, 2016 under the former statutes continue in effect after that date and is treated as taxes imposed under the LIT Statute. In the County, the total income tax rate is 2.10% on the adjusted gross income of local taxpayers in the County, which includes a 1.45% Expenditure Rate, a 0.10% Property Tax Relief Rate, and a 0.55% Additional LIT Rate.

For counties that originally imposed CAGIT, the revenue categorized from the first twenty-five hundredths percent (0.25%) of the Certified Shares portion of the Expenditure Rate is allocated to all school corporations and civil taxing units in the county. The remaining revenue from the Expenditure Rate is allocated by the adopting body, before July 1 of each year, to either: (i) public safety purposes; (ii) economic development purposes; or (iii) certified shares, and the allocation may be by either dollar amounts or by percentages among the civil taxing units in the county. Currently, 1.00% of the Expenditure Rate is allocated in 2018 as certified shares ("Certified Shares"), 0.25% of the Expenditure Rate is allocated for public safety purposes, and 0.20% of the Expenditure Rate is allocated for economic development purposes.

Pursuant to IC 6-3.6-7-8.5, eligible uses for Additional LIT Revenues include (1) to finance, construct, acquire, improve, renovate, and equip the county jail and related buildings and parking facilities, including costs related to the demolition of existing buildings, the acquisition of land, and any other reasonably related costs; (2) repay bonds issued or leases entered into for the purposes described in subsection (1). The County is the only unit to receive the distribution of Additional LIT Revenues.

A local taxpayer under IC 6-3.6-2-13 means any individual who (i) resides in the County on the dates specified in IC 6-3.6-8-3, or (ii) maintains a principal place of business or employment in the County on the date specified in IC 6-3.6-8-3 and who does not on that same date reside in another county in which a local income tax under IC 6-3.6 is in effect. LIT Revenues and Additional LIT Revenues are distributed on the first regular business day of each month.

LIT Revenues, including Additional LIT Revenues, are collected by the State and deposited in a special account within the State general fund. When LIT Revenues are certified each August for distribution in the following year, it will be based on the actual income taxes filed and processed from July 1st of the preceding year through June 30th of the current year, adjusted for any refunds. The certified distribution will be distributed to the counties in equal amounts on the first business day of each month of the ensuing calendar year. (The amount of LIT Revenues, including Additional LIT Revenues, to be distributed may be reduced to offset any overpayments of LIT Revenues, including Additional LIT Revenues, made to a county in a prior year).

The State Budget Agency is required to publish (i) an estimate of the statewide total amount of certified distributions before May 1 of every odd-numbered year to be made under the LIT Statute during the following two calendar years, and (ii) an estimate of the statewide total amount of certified distributions before May 1 of every even-numbered year to be made under the LIT Statute during the following calendar year. As it is collected from each county, local income tax revenue is to be deposited in a separate trust account for each county within the state general fund. Revenue derived from the imposition of the tax is to be distributed to the county that imposed it. The amount that is to be distributed to a county during an ensuing calendar year equals the amount of tax revenue that the State Budget Agency determines has been: (1) received from that county for a taxable year ending in a calendar year preceding the calendar year in which the determination is made; and (2) reported on an annual return or amended return processed by the Indiana Department of Revenue in the state fiscal year ending before July 1 of the calendar year in which the determination is made; as adjusted for refunds of tax made in the state fiscal year (the "base distribution amount").

Before June 1 of each calendar year, the State Budget Agency must provide the Department of Local Government Finance (the "DLGF") and the county auditor of each adopting county an estimate of the amount that will be distributed to the county, based on known tax rates. Not later than July 1 of each year, the DLGF is required to determine for each taxing unit and notify the county auditor of the estimated amount of property tax credits, school distributions, public safety revenue, economic development revenue, certified shares, and special purpose revenue (such as the Additional LIT Revenues) that will be distributed to the taxing unit during the ensuing calendar year. Not later than thirty (30) days after receiving the DLGF's estimate, the county auditor shall notify each taxing unit of the amounts estimated for the taxing unit.

The Additional LIT Revenues are the only LIT Revenues pledged towards the payment of Lease Rentals. The certified distribution of Additional LIT Revenues in 2018 is $1,690,434.

The LIT Revenues received by the County, including the Additional LIT Revenues, may be reduced because of a reduction in the amount of LIT Revenues collected or a distribution certified by the State for an amount that is less than the LIT Revenues actually collected.

The Additional LIT Revenues available to the County could be reduced because of the factors described above without reducing the Additional LIT Rate. The County has made no representation, is not obligated, and currently does not have the ability to take any action to increase the rate at which the Additional LIT Rate is imposed in order to provide funds to pay the Lease Rental payments. However, to the extent that the Additional LIT Rate is insufficient to pay the Lease Rental payments, the County will levy an ad valorem property tax in an amount sufficient to pay the Lease Rental payments when due.

CONTINUING DISCLOSURE

General

The County will covenant for the benefit of the owners of the Bonds and the Beneficial Owners (as hereinafter defined under this caption only), pursuant to the Continuing Disclosure Certificate to be delivered on the date of issuance of the Bonds (the "Certificate"), to provide or cause to be provided: (1) each year, certain financial information and operating data relating to the County for its preceding fiscal year (the "Annual Report") by not later than the June 30 immediately following each annual period, commencing with the Annual Report for its fiscal year ended December 31, 2018; provided, however, that if the audited financial statements of the County are not available by such date, they will be provided within 60 days of the Obligor's receipt thereof; and (2) timely notices of the occurrence of certain enumerated events. Currently, the County's fiscal year commences on January 1. "Beneficial Owner" means, under this caption only, any person which has or shares power, directly or indirectly, to make investment decisions concerning the ownership of any Bonds (including any person holding Bonds through nominees, depositories or other intermediaries).

The Annual Report will be provided by the County to the Municipal Securities Rulemaking Board (the "MSRB"). If the County is unable to provide to the MSRB an Annual Report by the date required, the County shall provide, in a timely manner, to the MSRB, a notice of the failure to file the Annual Report by such date. The notices of the occurrence of certain enumerated events will be provided by the County to the MSRB. Each Annual Report and each of the foregoing notices shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

The information to be contained in the Annual Report, the enumerated events, the occurrence of which will require a notice, and the other terms of the Certificate are set forth in Appendix F herein.

Compliance with Previous Certificates

In the previous five years, the County has not failed to comply, in all material respects, with any previous certificates in a written contract or agreement specified in subsection (b)(5)(i) of Rule 15c2-12.

BOND RATING

S&P Global Ratings ("S&P") has assigned a bond rating of "____" to the Bonds. Such rating reflects only the view of S&P and any explanation of the significance of such rating may only be obtained from S&P.

The rating is not a recommendation to buy, sell or hold the Bonds, and such rating may be subject to revision or withdrawal at any time by S&P. Any downward revision or withdrawal of the rating may have an adverse effect upon the market price of the Bonds.

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

UNDERWRITING

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

The Underwriter intends to offer the Bonds to the public at the offering prices set forth on the cover page of this Official Statement. The Underwriter may allow concessions to certain dealers (including dealers in a selling group of the Underwriter and other dealers depositing the Bonds into investment trusts), who may reallow concessions to other dealers. After the initial public offering, the public offering price may be varied from time to time by the Underwriter.

MUNICIPAL ADVISOR

H.J. Umbaugh & Associates, Certified Public Accountants, LLP (the "Municipal Advisor") ("Umbaugh") has been retained by the County to provide certain financial advisory services including, among other things, preparation of the deemed "nearly final" Preliminary Official Statement and the Final Official Statement (the "Official Statements"). The information contained in the Official Statements has been compiled from records and other materials provided by County officials and other sources deemed to be reliable. The Municipal Advisor has not and will not independently verify the completeness and accuracy of the information contained in the Official Statements.

The Municipal Advisor's duties, responsibilities and fees arise solely as Municipal Advisor to the County and they have no secondary obligations or other responsibility. However, Umbaugh is preparing the Lease Sufficiency Report for the Bonds. The Municipal Advisor's fees are expected to be paid from proceeds of the Bonds.

Municipal Advisor Registration:

Umbaugh is a Municipal Advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. As such, Umbaugh is providing certain specific municipal advisory services to the County, but is neither a placement agent to the County nor a broker/dealer and cannot participate in the underwriting of the Bonds.

The offer and sale of the Bonds shall be made by the County, in the sole discretion of the County, and under its control and supervision. The County agrees that Umbaugh does not undertake to sell or attempt to sell the Bonds, and will take no part in the sale thereof.

Other Financial Industry Activities and Affiliations:

Umbaugh Cash Advisory Services, LLC ("UCAS") is a wholly-owned subsidiary of Umbaugh. UCAS is registered as an investment adviser with the Securities and Exchange Commission under the federal Investment Advisers Act. UCAS provides non-discretionary investment advice with the purpose of helping clients create and maintain a disciplined approach to investing their funds prudently and effectively. UCAS may provide advisory services to the clients of Umbaugh.

UCAS has no other activities or arrangements that are material to its advisory business or its clients with a related person who is a broker-dealer, investment company, other investment adviser or financial planner, bank, law firm or other financial entity.

LEGISLATIVE PROPOSALS

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Code or court decisions may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Legislation affecting municipal bonds is considered from time to time by the United States Congress and the Executive Branch, including some proposed changes under consideration at the time of issuance of the Bonds. Bond Counsel's opinion is based upon the law in existence on the date of issuance of the Bonds. It is possible that legislation enacted after the date of issuance of the Bonds or proposed for consideration will have an adverse effect on the excludability of all or a part of the interest on the Bonds from gross income, the manner in which such interest is subject to federal income taxation or the market price of the Bonds.

Legislation affecting municipal bonds is considered from time to time by the Indiana legislature and Executive Branch. It is possible that legislation enacted after the date of the Bonds or proposed for consideration will have an adverse effect on payment or timing of payment or other matters impacting the Bonds.

The County cannot predict the outcome of any such federal or state proposals as to passage, ultimate content or impact if passed, or timing of consideration or passage. Purchasers of the Bonds should reach their own conclusions regarding the impact of any such federal or state proposals.

TAX MATTERS

In the opinion of Ice Miller LLP, Indianapolis, Indiana, Bond Counsel, under federal statutes, decisions, regulations and rulings, the interest on the Bonds is excludable for federal tax income purposes from gross income under Section 103 of the Internal Revenue Code of 1986, as amended ("Code"). Interest on the Bonds is not treated as a specific preference item for purposes of the federal alternative minimum tax, although Bond Counsel observes that it is included in adjusted current earning in calculating corporate alternative minimum taxable income for taxable years that began prior to January 1, 2018. Such exclusion is conditioned on continuing compliance by County with the Tax Covenants (as hereinafter defined). Failure to comply with the Tax Covenants could cause interest on the Bonds to lose the exclusion from gross income for federal income taxation retroactive to the date of issue. In the opinion of Ice Miller LLP, Indianapolis, Indiana, Bond Counsel, under existing laws, regulations, judicial decisions and rulings, interest on the Bonds is exempt from income taxation in the State of Indiana ("State"). *See* Appendix E for the form of Bond Counsel opinion.

The Code imposes certain requirements which must be met subsequent to the issuance of the Bonds as a condition to the exclusion from gross income of interest on the Bonds for federal income tax purposes. The County will covenant not to take any action, within its power and control, nor fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code (collectively, "Tax Covenants"). The Trust Indenture and certain certificates and agreements to be delivered on the date of delivery of the Bonds establish procedures to permit compliance with the requirements of the Code. It is not an event of default under the Trust Indenture if interest on the Bonds is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not in effect on the issue date of the Bonds.

IC 6-5.5 imposes a franchise tax on certain taxpayers (as defined in IC 6-5.5) which, in general, include all corporations which are transacting the business of a financial institution in Indiana. The franchise tax is measured in part by interest excluded from gross income under Section 103 of the Code minus associated expenses disallowed under Section 265 of the Code.

Although Bond Counsel will render an opinion that interest on the Bonds is excluded from federal gross income and exempt from State income tax, the accrual or receipt of interest on the Bonds may otherwise affect a bondholder's federal income tax or state tax liability. The nature and extent of these other tax consequences will depend upon the bondholder's particular tax status and a bondholder's other items of income or deduction. Taxpayers who may be affected by such other tax consequences include, without limitation, individuals, financial institutions, certain insurance companies, S corporations, certain foreign corporations, individual recipients of Social Security or railroad retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry the Bonds. Bond Counsel expresses no opinion regarding any other such tax consequences. Prospective purchasers of the Bonds should consult their own tax advisors with regard to the federal and State tax consequences of owning the Bonds other than those consequences set forth in the form of opinion of Bond Counsel.

The Bonds are <u>not</u> bank qualified.

ORIGINAL ISSUE DISCOUNT

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

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

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

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

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

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

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

AMORTIZABLE BOND PREMIUM

The initial offering price of the Bonds maturing on __________ through and including ________________________ (collectively, the "Premium Bonds"), is greater than the principal amount payable at maturity or call date. As a result, the Premium Bonds will be considered to be issued with amortizable bond premium (the "Bond Premium"). An owner who acquires a Premium Bond in the initial offering will be required to adjust the owner's basis in the Premium Bond downward as a result of the amortization of the Bond Premium, pursuant to Section 1016(a)(5) of the Code. Such adjusted tax basis will be used to determine taxable gain or loss upon the disposition of the Premium Bonds (including sale, redemption or payment at maturity or call). The amount of amortizable Bond Premium will be computed on the basis of the owner's yield to maturity, with compounding at the end of each accrual period. Rules for determining (i) the amount of amortizable Bond Premium and (ii) the amount amortizable in a particular year are set forth in Section 171(b) of the Code. No income tax deduction for the amount of amortizable Bond Premium will be allowed pursuant to Section 171(a)(2) of the Code, but amortization of Bond Premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining other tax consequences of owning the Premium Bonds. Owners of the Premium Bonds should consult their tax advisors with respect to the precise determination for federal income tax purposes of the treatment of Bond Premium upon the sale or other disposition of Premium Bonds and with respect to the state and local tax consequences of owning and disposing of Premium Bonds.

Special rules governing the treatment of Bond Premium, which are applicable to dealers in tax-exempt securities are found at Section 75 of the Code. Dealers in tax-exempt securities are urged to consult their own tax advisors concerning treatment of Bond Premium.

LITIGATION AND OTHER MATERIAL DISCLOSURE

To the knowledge of the officers and counsel for the Building Corporation and the County, there is no litigation pending, or threatened, against the Building Corporation or the County, which in any way questions or affects the validity of the Bonds, or any proceedings or transactions relating to the issuance, sale or delivery thereof or the collection of Additional LIT Revenues pledged to pay Lease Rentals (except as described under "Risks to Bondholders").

The officers and counsel for the Building Corporation and the County will certify at the time of delivery of the Bonds that there is no litigation pending or in any way threatened questioning the validity of the Bonds, or any of the proceedings had relating to the authorization, issuance and sale of the Bonds, the Trust Indenture or the Project would result in a material adverse impact on the financial condition of the County.

CERTAIN LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Bonds are subject to the unqualified approving opinion of Ice Miller LLP, Indianapolis, Indiana, Bond Counsel, whose approving opinion will be available at the time of delivery of the Bonds. Ice Miller LLP has not been asked nor has it undertaken to review the accuracy or sufficiency of this Official Statement, and will express no opinion thereon. The form of opinion of Bond Counsel is included in Appendix E of this Official Statement.

LEGAL OPINIONS AND ENFORCEABILITY OF REMEDIES

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions on the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

The remedies available to the bondholders upon a default under the Trust Indenture, or to the Building Corporation under the Lease, are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the federal bankruptcy code), the remedies provided in the Trust Indenture and the Lease may not be readily available or may be limited. Under Federal and State environmental laws certain liens may be imposed on property of the County or the Building Corporation from time to time, but the Building Corporation has no reason to believe, under existing law, that any such lien would have priority over the lien on the Additional LIT Revenues pledged to the payment of the Lease Rentals or to the lien on the Lease Rentals pledged to the payment of the Bonds.

The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by the valid exercise of the constitutional powers of the County, the State of Indiana and the United States of America and bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the rights of creditors generally, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

These exceptions would encompass any exercise of federal, State or local police powers (including the police powers of the County and the Building Corporation in a manner consistent with the public health and welfare. Enforceability of the Trust Indenture and the Lease in a situation where such enforcement may adversely affect public health and welfare may be subject to these police powers.

The Building Corporation and County certify to the best of their knowledge and belief that this Official Statement, as of its date and as it relates to the Building Corporation and its economic and financial condition, (i) is complete and accurate; (ii) does not contain any untrue statement of a material fact; and (iii) does not omit any material facts or information which would make the statements contained herein misleading.

This Official Statement and its execution are duly authorized.

FOUNTAIN COUNTY BUILDING CORPORATION

By: ______________________
President

Attest: ______________________
Secretary

BOARD OF COMMISSIONERS,
FOUNTAIN COUNTY, INDIANA

By: ______________________
Craig Stalter, Commissioner

By: ______________________
Don Hesler, Commissioner

By: ______________________
Tim Shumaker, Commissioner

Attest: Brenda Hardy
Brenda Hardy, Auditor

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APPENDIX i

NOTICE OF INTENT TO SELL LEASE RENTAL BONDS

Upon not less than twenty-four (24) hours' notice given by telephone or e-mail on behalf of the Secretary, the Fountain County Building Corporation ("Corporation") will receive and consider bids for the purchase of the bonds described herein. Any person interested in submitting a bid for the bonds must furnish in writing to the Secretary of the Corporation, c/o H.J. Umbaugh & Associates, Certified Public Accountants, LLP, 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana 46240-0458, (317) 465-1500, (317) 465-1550 (facsimile), bids@umbaugh.com (e-mail) on or before 11:00 a.m. (EST) on May 15, 2018, the person's name, address, and telephone number. The persons may also furnish a telecopy number or e-mail address. Bids may also be submitted electronically via *PARITY*® in accordance with this notice. To the extent any instructions or directions set forth in *PARITY*® conflict with this notice, the terms of this notice shall control. For further information about *PARITY*®, potential bidders may contact the Corporation's financial advisor, H.J. Umbaugh & Associates, Certified Public Accountants, LLP at (317) 465-1500 or *PARITY*® at (212) 849-5021. The Secretary will notify (or cause to be notified) each person so registered of the date and time bids will be received not less than twenty-four (24) hours before the date and time of sale. The notification shall be made by telephone at the number, or e-mail at the address, furnished by such person and also by telecopy if a telecopy number has been received. The sale is expected to take place on May 16, 2018.

If a potential bidder has questions related to the Corporation, the financing or submission of bids, questions should be submitted by email to the addresses above no later than two days before sale by 11 am (Indianapolis time). (The sale is anticipated to occur on May 16, 2018). To the best of the Corporation's ability, all questions will be addressed by the Corporation and sent to potential bidders, including any bidders requesting 24 hours' notice of sale, no later than two days prior to the sale by 5:00 p.m. (Indianapolis time). Additionally, upon request, the written responses will be emailed to any other interested bidder. Bidders should review this notice as well as the Preliminary Official Statement and submit any questions in advance of this deadline to submit questions.

At the time designated for the sale, the Corporation will receive and consider bids for the purchase of the bonds of the Corporation designated as "Lease Rental Bonds, Series 2018" in the aggregate principal amount of $14,840,000[1]. Bidders may bid a net discount not to exceed 1% of the par value of the bonds. The bonds will bear interest at a rate or rates not to exceed 6% per annum (the exact interest rate or rates will be determined by bidding). Interest will be payable semiannually on January 15 and July 15 of each year, beginning on January 15, 2019. Interest shall be calculated on a 360-day year consisting of twelve 30-day months. The bonds will be dated as of their issue date, will be in the denominations of $5,000 or integral multiples thereof and will mature semiannually on the dates and in the amounts as provided by the Corporation at least 24 hours prior to the time of the sale.

The Corporation reserves the right to adjust the principal amount and maturity schedule following the sale to accomplish approximately level annual debt service based upon the rates bid by the successful bidder.

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[1] Preliminary, subject to change.

All or a portion of the bonds may be issued as one or more term bonds, upon election of the successful bidder. Such term bonds shall have a stated maturity or maturities of January 15 and July 15, on the dates as determined by the successful bidder through the final maturity as described above for the bonds. The term bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at 100% of the principal amount thereof, plus accrued interest to the redemption date, on dates consistent with the schedule provided.

The bonds maturing on July 15, 2028, and thereafter, are redeemable at the option of the Corporation on January 15, 2028, or any date thereafter, on thirty (30) days' notice, in whole or in part, in order of maturity and by lot within a maturity, as determined by the Corporation, at face value, with no premium, plus interest accrued to the date fixed for redemption.

Principal is payable at the office of a registrar and paying agent to be designated by the Corporation. Interest shall be paid by check mailed to the registered owners or by wire transfer to depositories. The bonds will be issued in fully registered form.

Each bid, including bids submitted via *PARITY*®, must be for all of the bonds and must state the rate or rates of interest in multiples of 1/8, 1/20 or 1/100 of 1%. Any bids specifying two or more interest rates shall also specify the amount and maturities of the bonds bearing each rate, but all bonds maturing on the same date shall bear the same single interest rate. The award will be made to the best bidder complying with the terms of sale and offering the lowest true interest cost to the Corporation. The true interest cost rate is that rate which, when used to compute the total present value as of the date of delivery of the bonds of all debt service payments on the bonds on the basis of semiannual compounding, produces an amount equal to the sum of the par value of the bonds minus any premium bid plus any discount. In the event of a bidder's error in interest cost rate calculations, the interest rates and premium, if any, set forth or incorporated by reference in the Official Bid Form will be considered as the intended bid. Although not a term of sale, it is requested that each bid show the net dollar interest cost to final maturity and the true interest rate on the entire issue. **No conditional bid or bids for less than 99% of the par value of the bonds will be considered.** The right is reserved to reject any and all bids. If no satisfactory bids are received at the time and on the date herein fixed, the sale will be continued from day to day thereafter, without further advertisement for a period of thirty (30) days during which time no bid which provides a higher true interest cost to the Corporation than the best bid received at the time of the advertised sale will be considered.

Each bid not submitted via *PARITY*® must be on a customary bid form which shall be enclosed in a sealed envelope addressed to the Secretary and marked "Bid for the Fountain County Building Corporation, Lease Rental Bonds, Series 2018." The winning bidder will be notified and instructed to submit a good faith deposit which may consist of either a certified or cashier's check or a wire transfer in the amount of $148,400[2] ("Deposit"). If a check is submitted, it shall be drawn on a bank or trust company which is insured by the Federal Deposit Insurance Corporation and shall be submitted to the Corporation (or shall wire transfer such amount as instructed by the Corporation not later than 3:30 p.m. (E.D.T. time) on the next business day following the award. In either case, the Deposit shall be payable to the "Fountain County Building Corporation" and shall be held as a guaranty of the performance of the bid. No

[2] Preliminary, subject to change.

interest on the Deposit will accrue to the successful bidder. If the successful bidder fails to honor its accepted bid, the Deposit will be retained by the Corporation. The successful bidder will be required to make payment to the Trustee selected by the Corporation ("Trustee") for such bonds in Federal Reserve funds or other immediately available funds and accept delivery of the bonds from the Trustee within five days after being notified that the bonds are ready for delivery, at such bank in the City of Indianapolis, Indiana, or in Fountain County, Indiana ("County"), as the purchaser shall designate, or at such other location which may be mutually agreed to by the Corporation and such bidder. It is anticipated that the bonds will be ready for delivery within thirty days after the date of the sale and if not ready for delivery within forty-five days after the sale date, the purchaser shall be entitled to rescind the sale and obtain the return of the Deposit. The successful bidder is expected to apply to a securities depository registered with the SEC to make such bonds depository-eligible. The opinion of Ice Miller LLP, bond counsel of Indianapolis, Indiana, approving the legality of the bonds, together with a transcript of the bond proceedings, and closing certificates in the usual form showing no litigation, will be furnished to the successful bidder at the expense of the Corporation.

All provisions of the bid form and Preliminary Official Statement are incorporated herein. As set forth in the Preliminary Official Statement, the winning bidder agrees by submission of their bid to assist the County in establishing the issue price of the bonds under the terms outlined therein and shall execute and deliver to the County at closing an "issue price" certificate, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the County and Bond Counsel.

The bonds may be issued, at the option of the successful bidder, by means of a book-entry-only system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and immobilized in its custody. The successful bidder, as a condition of delivery of the bonds, shall be required to deposit the bond certificates with DTC, registered in the name of Cede & Co., nominee of DTC.

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

The bonds will be secured by a trust indenture to the Trustee and will be subject to the terms and provisions of the indenture. The property to be covered by the indenture has been leased for a period of twenty-two (22) years to the County. Lease rental is payable semiannually on January 1 and July 1 of each year, beginning on the later of July 1, 2020 or the date or dates the Project is completed and available for use and occupancy. Rentals are payable from the Additional LIT Revenues (as defined in the Indenture between the Corporation and the Trustee) and, to the extent the Additional LIT Revenues are not sufficient, from an ad valorem property tax levied on all property in the County under IC 36-1-10.

After the sale of all bonds issued by the Corporation to pay for the cost of the Project, including funding other expenses incidental thereto, including capitalized interest, the annual rental shall be reduced to an amount equal to the multiple of $1,000 next higher than the sum of principal and interest due on such Bonds in each twelve month period ending on January 15 plus $5,000, payable in semiannual installments. All bidders shall be deemed to be advised as to the provisions of the above-mentioned trust indenture and lease and the provisions of IC 36-1-10.

The Corporation was created for the purpose of acquiring a site or sites, constructing, renovating, expanding and equipping governmental buildings, including a building or buildings to be used as a new County Sheriff's office and jail facility, including surface parking lots, required site drainage and utility infrastructure, together with all necessary appurtenances, related improvements and equipment ("Project"), and the bonds are being issued under the provisions of IC 6-3.6-7-8.5 and IC 36-1-10 for the purpose of providing funds to finance the cost of construction of the Project located in the County and the costs of issuance of the bonds, including capitalized interest. In the opinion of bond counsel, under the federal statutes, decisions, regulations and rulings existing on this date, the interest on the bonds is excludable from gross income for purposes of federal income taxation.

The Corporation prepared an Official Statement relating to the bonds which it deems to be nearly final. A copy of the nearly final Official Statement may be obtained from the Issuer's financial advisor, H.J. Umbaugh & Associates, Certified Public Accountants, LLP, 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana 46240-0458.

Within seven (7) business days of the sale, the Corporation will provide the successful bidder with up to 10 copies of the final Official Statement at the Corporation's expense and such additional copies as may be requested, within five (5) business days of the sale, by the successful bidder at the expense of the successful bidder. Inquiries concerning matters contained in the nearly final Official Statement must be made and pricing and other information necessary to complete the final Official Statement must be submitted by the successful bidder within two (2) business days following the sale to be included in the final Official Statement.

Pursuant to a Continuing Disclosure Undertaking to be delivered by the County upon delivery of the bonds, the County will covenant to comply with Securities and Exchange Commission Rule 15c2-12, as in effect of the date of delivery of the bonds ("Rule 15c2-12"). The County will covenant to provide, upon request, the most recent annual financial information and operating data relating to the County as described in the Preliminary Official Statement prepared in connection with the sale of the bonds. Further, with respect to the bonds, the County will undertake to provide notice of those material events required by Rule 15c2-12.

Dated this _____ day of __________, 2018.

SECRETARY, FOUNTAIN COUNTY BUILDING CORPORATION

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APPENDIX A

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FOUNTAIN COUNTY, INDIANA

GENERAL PHYSICAL AND DEMOGRAPHIC INFORMATION

LOCATION

Fountain County (the "County") is located in west central Indiana and is approximately 35 miles southwest of Lafayette, 49 miles east of Champaign, IL, 82 miles northwest of Indianapolis, and 132 miles south of Chicago.

GENERAL CHARACTERISTICS

Located in Fountain County, the City of Attica provides residents and tourists with numerous opportunites for recreation. Attica is home to Ravine Park, Circle Park, McDonald Park, Ouabache Park, Riley Park, West Street Park, and Happy Walter Field. Combined, these locations have five basketball goals, three softball and baseball diamonds, two tennis courts, two soccer fields, and several swings and merry-go-rounds. Additionally, Ouabache Park has a paved boat ramp and allows campers to explore its eighteen acres which are situated near the Wabash River. Recreational opportunities abound in Attica's larger Ravine Park, which spans ninety-acres and includes picnic tables, swings, slides, a pool, a basketball goal, and Frisbee golf. Also located in Fountain County, the City of Covington proudly hosts its annual Apple Fest, a local tradition held since the early 1990s. The 2018 Covington Apple Fest is expected to include live entertainment, a pancake breakfast, a fish fry, bicycle tours, and approximately 100 booths showcasing arts, crafts, and culinary delights.

The Covington Public Library (the "Library") offers numerous services to enhance the education of its visitors, including photocopy and fax services, computer services, reference databases and services, microfilm services, interlibrary loan services, and exam proctoring services. The Library was constructed between 1913 and 1914 using grants endowed by the Carnegie Foundation. Additionally, the Library was placed on the National Register of Historic Places in 1989. The Library shares services with Veedersburg Public Library, which was built in the 1980s and is located approximately eight miles east of the Library.

GOVERNMENTAL STRUCTURE

Fountain County is governed by three County Commissioners and a seven-member County Council. The Commissioners are elected from separate districts by the voters of the County and are responsible for the administration of county ordinances. The Council Members are elected to four-year terms and serve as the fiscal body for the County. Additional County departments include the following:

Ambulance	Emergency Management	Recorder
Assessor	Health	Sheriff
Auditor	Highway	Soil and Water
Circuit Court	Jail	Solid Waste
Clerk	Probation	Treasurer
Community Corrections	Prosecutor	Veteran Services
Coroner	Purdue Extension Office	911
Courthouse	Reassessment	

The County employs a total of approximately 200 full and part-time employees with no union representation.

PLANNING AND ZONING

The County has an eight-member Plan Commission to provide orderly growth for residential, commercial and industrial areas within the County and a two-mile jurisdiction surrounding its limits. The County also has a five-member Board of Zoning Appeals.

EDUCATION

Attica Consolidated School Corporation, Covington Community School Corporation, and Southeast Fountain School Corporation provide public education for school-aged children of Fountain County. Each of the school corporations offers a comprehensive academic curriculum and a variety of extra-curricular activities. Enrollment and employment information are reported by school administrators as follows:

	2017/2018 Enrollment	Certified Employment	Non-Certified Employment
Attica Consolidated School Corporation	664	45	54
Covington Community School Corporation	890	89	51
Southeast Fountain School Corporation	1,034	82	73

HIGHER EDUCATION

Higher education is provided by Purdue University in West Lafayette, located approximately 33 miles from the County. The University has expanded its original base of agriculture and engineering disciplines to include technological and highly skilled education in all of the physical sciences, veterinary medicine, agricultural improvements and management. The University of Illinois at Urbana-Champaign is another Big Ten university located nearby, approximately 49 miles from the County. Additionally, Ivy Tech Community College and Harrison College offer additional higher education opportunites in Lafayette, which is located just east of West Lafayette.

PENSION OBLIGATIONS

County Police Retirement Plan

Plan Description

The County Police Retirement Plan is a single-employer defined benefit pension plan. With the approval of the County's fiscal body, the plan is administered by the sheriff's department and an appointed trustee as authorized by state statute (IC 36-8-10-12) for full-time police officers. The plan provides retirement, death, and disability benefits to plan members and beneficiaries. Funds designated for payments related to this plan are accounted for in a pension trust fund. The activity of this trust fund has not been reflected in the financial statement. The trustee issues a publicly available financial report that includes financial statements and required supplementary information of the plan. The report may be obtained by contacting the county sheriff.

Funding Policy

The contribution requirements of plan members for the County Police Retirement Plan are established by state statute.

Employer contributions for the years 2016 and 2017 were $53,094 and $38,761.

County Police Benefit Plan

Plan Description

The County Police Benefit Plan is a single-employer defined benefit pension plan. With the approval of the County's fiscal body, the plan is administered by the sheriff's department and an appointed trustee as authorized by state statute (IC 36-8-10-12) for full-time police officers. The plan provides dependent pensions, life insurance, and disability benefits to plan members and beneficiaries. Funds designated for payments related to this plan are accounted for in a pension trust fund. The activity of this trust fund has not been reflected in the financial statement. The trustee issues a publicly available financial report that includes financial statements and required supplementary information of the plan. The report may be obtained by contacting the county sheriff.

Funding Policy

The contribution requirements of plan members for the County Police Benefit Plan are established by state statute.

Employer contributions for the years 2016 and 2017 were $4,874 and $2,408.

County Employee Pension Plan

The County has an additional pension program for its other employees that is administered by the County and is offered through Mass Mutual and Hoosier START. Employees may contribute a percentage of their earnings to a pre-tax or Roth 457(b) account. Participating employees must contribute a minimum of 0.50% of their gross pay but must not exceed $18,000 in annual contributions. Employees who have worked with the County for a least one year or have worked at least 1,000 hours for the County and are deferring a minimum of 3% gross biweekly pay into their 457(b) account will receive an additional 3% contribution from the County into their 401(a) accounts. Employees become 100% vested in their 401(a) accounts after attaining eligibility.

Employer contributions for the years 2016 and 2017 were $77,168 and $83,660.

Other Post-Employment Benefits

Employees receive payments from the County for any accrued vacation days or outstanding compensation on their time cards at the time of retirement. Employees may receive a maximum of 80 hours compensation plus any vacation days accrued from their last year of employment. Employees do not receive payments from the County for accrued sick or personal days.

Employer contribtuions for 2017 were $4,247.

GENERAL ECONOMIC AND FINANCIAL INFORMATION

COMMERCE AND INDUSTRY

Flex-N-Gate Corporation is a manufacturer and supplier of large stamped metal and welded components, assemblies, and plastic parts for the automotive industry. The company opened two Master Guard manufacturing plants in the 1990s in the County and opened the Flex-N-Gate warehouse for automobile parts and accessories in the City of Covington in 1998. Flex-N-Gate currently employs approximately 200 workers according to company personnel. Master Guard, a division of Flex-N-Gate, is the largest employer in the County with 690 employees at its Veedersburg facility. Master Guard is investing $14.5 million and creating 98 new jobs as part of an expansion.

In 1906, Joseph W. Harrison built the Harrison Steel Casting Company, a manufacturer of high-grade steel castings, which is now one of the largest industries in the surrounding area and is a large contributor the local economy and community. According to company personnel, the company currently employs approximately 304 workers.

C&D Technologies, Inc. manufactures power storage and conversion systems and currently operates in several countries, including Canada, China, and Mexico. According to the 2017 Harris Indiana Industrial Directory, the company currently employs approximately 240 workers at its facility in the City of Attica.

In addition, there is new housing being constructed in both Covington and Attica.

LARGE EMPLOYERS

Below is a list of the County's largest employers. The number of employees shown are as reported by company personnel unless otherwise noted. Because of reporting time lags and other factors inherent in collecting and reporting such information, the statistics may not reflect recent employment levels.

Name	Year Established	Type of Business	Reported Employment
Master Guard (Division of Flex-N-Gate)		Mfg. auto bumpers and grills	690
Harrison Steel Castings Company	1906	Steel castings foundry	304
C&D Technologies, Inc.		Mfg. power storage & conversion systems	240 (1)
Flex-N-Gate	1998	Automotive parts and supplies warehouse	200
Fountain County	1826	County government	200
Southeast Fountain School Corporation	1965	Public education	155 (2)
Covington Community School Corporation		Public education	140 (3)
Waters of Covington		Nursing home	101 (1)
Attica Consolidated School Corporation	1962	Public education	99 (4)
County Market		Grocery	90

(1) Per the 2017 Harris Indiana Industrial and Services Directories.
(2) Per the School Corporation. Includes 82 certified and 73 non-certified employees.
(3) Per the School Corporation. Includes 89 certified and 51 non-certified employees.
(4) Per the School Corporation. Includes 45 certified and 54 non-certified employees.

EMPLOYMENT

Year	Unemployment Rate Fountain County	Unemployment Rate Indiana	Fountain County Labor Force
2012	8.4%	8.3%	8,539
2013	9.8%	7.7%	8,328
2014	7.0%	5.9%	8,199
2015	5.9%	4.8%	8,061
2016	5.8%	4.4%	7,962
2017, Dec.	3.5%	3.1%	7,678

Source: Indiana Business Research Center. Data collected as of February 19, 2018.

POPULATION

Year	Fountain County Population	Fountain County Percent of Change
1970	18,257	-2.40%
1980	19,033	4.25%
1990	17,808	-6.44%
2000	17,954	0.82%
2010	17,240	-3.98%
2016, Est.	16,486	-4.37%

Source: U.S. Census Bureau

AGE STATISTICS

	Fountain County
Under 25 Years	5,412
25 to 44 Years	3,970
45 to 64 Years	4,815
65 Years and Over	3,043
Totals	17,240

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

EDUCATIONAL ATTAINMENT

Years of School Completed	Persons 25 and Over Fountain County
Less than 9th grade	4.5%
9th to 12th grade, no diploma	7.6%
High school graduate	44.2%
Some college, no degree	21.3%
Associate's degree	8.0%
Bachelor's degree	9.2%
Graduate or professional degree	5.2%

Source: U.S. Census Bureau's 2012-2016 American Community Survey 5-Year Estimates

MISCELLANEOUS ECONOMIC INFORMATION

	Fountain County	Indiana
Per capita income, past 12 months*	$25,086	$26,117
Median household income, past 12 months*	$45,924	$50,433
Average weekly earnings in manufacturing (2nd qtr. of 2017)	$865	$1,128
Land area in square miles - 2010	395.66	35,826.11
Population per land square mile - 2010	43.6	181.0
Retail sales in 2012:		
Total retail sales	$148,307,000	$85,857,962,000
Sales per capita**	$8,602	$13,242
Sales per establishment	$2,317,297	$3,974,722

*In 2016 inflation-adjusted dollars – 5-year estimates
**Based on 2010 Population.

Source: Bureau of Census Reports and the Indiana Business Research Center. Data collected as of February 19, 2018.

Employment and Earnings - Fountain County 2016	Earnings (In 1,000s)	Percent of Earnings	Labor Force	Distribution of Labor Force
Manufacturing	$94,413	36.07%	1,542	22.73%
Government	39,036	14.91%	864	12.74%
Other*	30,984	11.84%	848	12.50%
Services	26,553	10.14%	1,164	17.16%
Farming	18,819	7.19%	450	6.63%
Retail trade	15,973	6.10%	824	12.15%
Finance, insurance and real estate	12,372	4.73%	447	6.59%
Construction	11,700	4.47%	284	4.19%
Transportation and warehousing	9,394	3.59%	252	3.72%
Information	2,518	0.96%	79	1.16%
Mining**	N/A	0.00%	29	0.43%
Totals	$261,762	100.00%	6,783	100.00%

*In order to avoid disclosure of confidential information, specific earnings and employment figures are not available for the Forestry, fishing, related activities, Utilities, Wholesale trade, and certain Service Sectors. The data is incorporated here.

**In order to avoid disclosure of confidential information, specific earnings figures are not available for the Mining sector.

Source: Bureau of Economic Analysis and the Indiana Business Research Center. Data collected as of February 19, 2018.

Adjusted Gross Income	Year	Fountain County Total
	2011	$341,424,646
	2012	373,109,937
	2013	331,779,654
	2014	327,841,467
	2015	324,875,049

Source: Indiana Department of Revenue

SCHEDULE OF INDEBTEDNESS

The following schedule shows the outstanding indebtedness of the County and the taxing units within and overlapping its jurisdiction as of April 23, 2018, including issuance of the Bonds, as reported by the respective taxing units.

Direct Debt	Original Par Amount		Final Maturity	Outstanding Amount	
Tax Supported Debt					
Lease Rental Bonds, Series 2018	$14,470,000	*	01/15/38	$14,470,000	*
Capital Leases				491,285	
Total Direct Debt				$14,961,285	

Overlapping Debt	Total Debt		Percent Allocable to County (1)	Amount Allocable to County
Tax Supported Debt				
Van Buren Township	$100,000		100.00%	$100,000
Town of Veedersburg	240,000		100.00%	240,000
Attica Consolidated School Corporation	6,081,000		100.00%	6,081,000
Covington Community School Corporation	6,108,125	(2)	83.44%	5,096,620
Southeast Fountain School Corporation	6,100,000		100.00%	6,100,000
Attica Public Library	645,000		100.00%	645,000
Covington Public Library	7,600		100.00%	7,600
Tax Supported Debt				18,270,220
Self-Supporting Revenue Debt				
City of Attica	4,534,000		100.00%	4,534,000
Town of Hillsboro	500,563		100.00%	500,563
Town of Veedersburg	1,130,000		100.00%	1,130,000
Self-Supporting Revenue Debt				6,164,563
Total Overlapping Debt				$24,434,783

*Preliminary, subject to change.

(1) Based upon the 2017 payable 2018 net assessed valuation of the respective taxing units.
(2) Covington Community School Corporation anticipates issuing a general obligation bond in May 2018 which is not included in this debt schedule. The bond's principal amount will be approximately $995,000.

The schedule presented above is based on information furnished by the obligors or other sources and is deemed reliable. The County makes no representation or warranty as to its accuracy or completeness.

DEBT RATIOS

The following presents the ratios relative to the tax supported indebtedness of the taxing units within and overlapping the County as of April 23, 2018, including issuance of the Bonds.

	Direct Tax Supported Debt* $14,961,285	Allocable Portion of All Other Overlapping Tax Supported Debt $18,270,220	Total Direct and Overlapping Tax Supported Debt* $33,231,505
Per capita (1)	$907.51	$1,108.23	$2,015.74
Percent of net assessed valuation (2)	1.73%	2.11%	3.84%
Percent of gross assessed valuation (3)	1.21%	1.47%	2.68%
Debt per capita to per capita personal income (4)	3.62%	4.42%	8.04%

*Preliminary, subject to change.

(1) According to the U.S. Census Bureau, the estimated 2016 population of the County is 16,486.

(2) The net assessed valuation of the County for taxes payable in 2018 is $866,322,354 according to the Fountain County Auditor's office.

(3) The gross assessed valuation of the County for taxes payable in 2018 is $1,238,741,930 according to the Fountain County Auditor's office.

(4) The per capita personal income of County is $25,086.

SCHEDULE OF HISTORICAL NET ASSESSED VALUATION
(As Provided by the Fountain County Auditor's Office)

Year Payable	Real Estate	Utilities	Personal Property	Total Taxable Value
2014	$719,504,892	$69,850 (1)	$65,675,540	$785,250,282
2015	798,742,892	21,662,660	68,817,140	889,222,692
2016	799,440,870	22,103,030	70,220,560	891,764,460
2017	792,538,986	22,618,740	73,364,130	888,521,856
2018	770,888,304	22,328,030	73,106,020	866,322,354

NOTE: Net assessed valuations represent the assessed value less certain deductions for mortgages, veterans, the aged and the blind, as well as tax-exempt property.

Real property is valued for assessment purposes at its true tax value as defined in the Real Property Assessment Rule, 50 IAC 2.4, the 2011 Real Property Assessment Manual ("Manual"), as incorporated into 50 IAC 2.4, and the 2011 Real Property Assessment Guidelines ("Guidelines"), as adopted by the Department of Local Government Finance ("DLGF"). In the case of agricultural land, true tax value is the value determined in accordance with the Guidelines adopted by the DLGF and IC 6-1.1-4-13. In the case of all other real property, true tax value is defined as "the market value-in-use of a property for its current use, as reflected by the utility received by the owner or by a similar user, from the property."

P.L. 180-2016 revises the factors used to calculate the assessed value of agricultural land. This legislation is retroactive to the January 1, 2016 assessment date and applies to each assessment date thereafter. The revised factors enacted in the legislation may reduce the total assessed value of agricultural land, which could shift property tax liability from agricultural property owners to other property owners. In addition, the reduction in the assessed value of agricultural land may result in a reduction of the total assessed value of a County. Lower assessed values of a County may result in higher tax rates in order for a County to receive its approved property tax levy.

Real property assessments are annually adjusted to market value based on sales data. The process of adjusting real property assessments to reflect market values has been termed "trending" by the DLGF.

The Manual permits assessing officials in each county to choose any acceptable mass appraisal method to determine true tax value, taking into consideration the ease of administration and the uniformity of the assessments produced by that method. The Guidelines were adopted to provide assessing officials with an acceptable appraisal method, although the Manual makes it clear that assessing officials are free to select from any number of appraisal methods, provided that they produce accurate and uniform values throughout the jurisdiction and across all classes of property. The Manual specifies the standards for accuracy and validation that the DLGF uses to determine the acceptability of any alternative appraisal method.

(1) Utility net assessed valuations for Fountain County are not available.

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DETAIL OF NET ASSESSED VALUATION

Assessed 2017 for Taxes Payable in 2018
(As Provided by the Fountain County Auditor's Office)

	Cain Township	Hillsboro Town	Davis Township	Fulton Township	Jackson Township	Wallace Town	Logan Township
Gross Value of Land	$48,250,800	$3,587,900	$29,167,500	$27,626,000	$41,332,800	$660,200	$25,352,400
Gross Value of Improvements	26,801,700	12,889,200	24,333,100	20,962,100	20,450,900	2,327,000	18,749,800
Total Gross Value of Real Estate	75,052,500	16,477,100	53,500,600	48,588,100	61,783,700	2,987,200	44,102,200
Less: Mortgage Exemptions, Veterans, Blind Age 65 & Other Exemptions	(12,913,352)	(8,173,048)	(14,110,656)	(11,469,187)	(9,795,499)	(1,279,236)	(9,254,020)
Tax Exempt Property	(2,311,400)	(284,200)		(183,600)	(174,500)	(225,700)	(46,300)
Net Assessed Value of Real Estate	59,827,748	8,019,852	39,389,944	36,935,313	51,813,701	1,482,264	34,801,880
Business Personal Property	3,753,280	94,710	2,057,070	2,736,600	1,972,960	70,790	2,305,360
Net Assessed Value of Personal Property	3,753,280	94,710	2,057,070	2,736,600	1,972,960	70,790	2,305,360
Net Assessed Value of Utility Property	921,660	450,610	2,342,590	709,900	576,790	33,280	2,811,580
Total Net Assessed Value	$64,502,688	$8,565,172	$43,789,604	$40,381,813	$54,363,451	$1,586,334	$39,918,820

(Continued on next page)

DETAIL OF NET ASSESSED VALUATION

Assessed 2017 for Taxes Payable in 2018

(As Provided by the Fountain County Auditor's Office)

(Cont'd)

	Attica City	Richland Township	Mellott Town	Newtown Town	Shawnee Township	Troy Township	Covington City
Gross Value of Land	$23,733,500	$66,506,300	$1,424,500	$1,858,100	$39,225,700	$52,605,200	$25,788,200
Gross Value of Improvements	96,543,500	22,247,400	4,340,100	6,123,500	26,202,200	42,207,100	83,808,600
Total Gross Value of Real Estate	120,277,000	88,753,700	5,764,600	7,981,600	65,427,900	94,812,300	109,596,800
Less: Mortgage Exemptions, Veterans, Blind							
Age 65 & Other Exemptions	(48,425,172)	(10,922,741)	(2,675,079)	(3,137,670)	(13,633,051)	(23,436,083)	(52,570,470)
Tax Exempt Property	(4,479,800)	(66,800)	(285,100)	(192,800)	(247,200)	(283,700)	(5,266,600)
Net Assessed Value of Real Estate	67,372,028	77,764,159	2,804,421	4,651,130	51,547,649	71,092,517	51,759,730
Business Personal Property	29,251,350	4,888,760	678,510	644,230	5,409,460	4,996,150	2,333,820
Less: Deductions	(2,513,830)						
Net Assessed Value of Personal Property	26,737,520	4,888,760	678,510	644,230	5,409,460	4,996,150	2,333,820
Net Assessed Value of Utility Property	2,974,230	1,074,600	74,500	244,610	926,340	1,477,970	804,250
Total Net Assessed Value	$97,083,778	$83,727,519	$3,557,431	$5,539,970	$57,883,449	$77,566,637	$54,897,800

(Continued on next page)

DETAIL OF NET ASSESSED VALUATION

Assessed 2017 for Taxes Payable in 2018
(As Provided by the Fountain County Auditor's Office)

(Cont'd)

	Van Buren Township	Veedersburg Town	Wabash Township	Millcreek Township	Kingman Town	Totals
Gross Value of Land	$41,422,800	$19,922,600	$31,748,700	$55,601,000	$3,328,700	$539,142,900
Gross Value of Improvements	32,223,700	59,507,000	28,208,700	31,711,900	14,161,300	573,798,800
Total Gross Value of Real Estate	73,646,500	79,429,600	59,957,400	87,312,900	17,490,000	1,112,941,700
Less: Mortgage Exemptions, Veterans, Blind Age 65 & Other Exemptions	(18,126,466)	(32,879,155)	(15,978,922)	(16,190,405)	(6,438,407)	(311,408,619)
Tax Exempt Property	(978,600)	(2,823,200)	(1,435,500)	(924,700)	(2,177,100)	(22,386,800)
TIF		(8,257,977)				(8,257,977)
Net Assessed Value of Real Estate	54,541,434	35,469,268	42,542,978	70,197,795	8,874,493	770,888,304
Business Personal Property	2,911,540	32,491,110	1,042,850	5,407,340	426,310	103,472,200
Less: Deductions		(27,852,350)				(30,366,180)
Net Assessed Value of Personal Property	2,911,540	4,638,760	1,042,850	5,407,340	426,310	73,106,020
Net Assessed Value of Utility Property	2,930,850	923,040	1,160,790	1,625,850	264,590	22,328,030
Total Net Assessed Value	$60,383,824	$41,031,068	$44,746,618	$77,230,985	$9,565,393	$866,322,354

COMPARATIVE SCHEDULE OF CERTIFIED TAX RATES

Per $100 of Net Assessed Valuation

	Year Taxes Payable				
	2014	2015	2016	2017	2018
Detail of Certified Tax Rate:					
General	$0.3437	$0.2908	$0.2987	$0.3134	$0.3307
2015 Reassessment	0.0380	0.0361	0.0397	0.0413	0.0438
Cumulative Bridge	0.0518	0.0491	0.0491	0.0491	0.0600
Health	0.0090	0.0344	0.0351	0.0366	0.0388
Cumulative Capital Development	0.0172	0.0163	0.0163	0.0163	0.0276
Cumulative Voting Machine					0.0050
Totals	$0.4597	$0.4267	$0.4389	$0.4567	$0.5059
Total District Certified Tax Rate (1)					
Cain Township	$1.1393	$1.0920	$1.1176	$1.1798	$1.2644
Hillsboro Town	$1.8330	$1.8079	$1.8716	$1.9531	$2.0309
Davis Township	$1.4264	$1.5527	$1.2870	$1.6152	$1.7403
Fulton Township	$1.4220	$1.3366	$1.3709	$1.3603	$1.4698
Jackson Township	$1.1635	$1.1110	$1.1359	$1.1673	$1.2505
Wallace Town	$1.1880	$1.1416	$1.1666	$1.1930	$1.2757
Logan Township	$1.4281	$1.5560	$1.2902	$1.6184	$1.7427
Attica City	$2.3570	$2.5289	$2.2908	$2.6424	$2.7880
Richland Township	$1.1528	$1.1022	$1.1281	$1.1601	$1.2458
Mellott Town	$1.5297	$1.5046	$1.5338	$1.5677	$1.6834
Newtown Town	$1.4823	$1.3938	$1.4247	$1.4659	$1.5722
Shawnee Township	$1.3646	$1.4899	$1.1833	$1.4960	$1.6169
Troy Township	$1.4927	$1.4395	$1.4429	$1.4348	$1.5493
Covington City	$2.5950	$2.6264	$2.6827	$2.6666	$2.8463
Van Buren Township	$1.3309	$1.2708	$1.2997	$1.3384	$1.4332
Veedersburg Town	$1.9343	$1.9335	$1.9670	$2.0295	$2.1588
Wabash Township	$1.4007	$1.3401	$1.3525	$1.3428	$1.4386
Millcreek Township	$1.2029	$1.1495	$1.1766	$1.2435	$1.3329
Kingman Town	$1.9012	$1.8592	$1.9147	$1.9627	$2.0895

(1) Includes certified tax rates of overlapping taxing units.

Source: DLGF Certified Budget Orders for the County.

PROPERTY TAXES LEVIED AND COLLECTED

Collection Year	Certified Taxes Levied	Circuit Breaker Tax Credit (1)	Certified Taxes Levied Net of Circuit Breaker Tax Credit	Taxes Collected	Collected as Percent of Gross Levy	Collected as Percent of Net Levy
2013	$3,335,374	($45,569)	$3,289,805	$3,282,925	98.43%	99.79%
2014	3,626,888	(45,077)	3,581,811	3,669,523	101.18%	102.45%
2015	3,715,385	(47,357)	3,668,028	3,746,645	100.84%	102.14%
2016	3,846,138	(39,929)	3,806,209	3,890,345	101.15%	102.21%
2017	3,983,763	(57,838)	3,925,925	3,998,354	100.37%	101.84%

Source: The Fountain County Auditor's Office and the DLGF Certified Budget Orders for the County.

(1) Circuit Breaker Tax Credits allocable to the County per the DLGF.

Indiana Code 6-1.1-20.6 (the "Statute") provides taxpayers with a tax credit for all property taxes in an amount that exceeds the gross assessed value of real and personal property eligible for the credit ("Circuit Breaker Tax Credit").

Property taxes for residential homesteads are limited to 1.0% of the gross assessed value of the homestead; property taxes for agricultural, other residential property and long term care facilities are limited to 2.0% of their gross assessed value; and property taxes for all other real and personal property are limited to 3.0% of gross assessed value. Additional property tax limits have been made available to certain senior citizens. School corporations are authorized to impose a referendum tax levy to replace property tax revenue that the school corporation will not receive due to the Circuit Breaker Tax Credit. Other political subdivisions may not increase their property tax levy or borrow money to make up for any property tax revenue shortfall due to the application of the Circuit Breaker Tax Credit.

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

LARGE TAXPAYERS

The following is a list of the ten largest taxpayers located within the County.

Name	Type of Business	2017/2018 Net Assessed Valuation	Percent of Total Net Assessed Valuation (1)
Masterguard Corporation/ Flex-N-Gate Corp. (2)	Mfg. auto bumpers and grills	$26,101,210	3.01%
Harrison Steel Castings Co.	Steel castings foundry	22,809,594	2.63%
Thyssenkrupp Crankshaft Co. LLC/ Krupp Gerlach Company (2)	Automotive parts supplier	9,150,560	1.06%
C&D Technologies, Inc./ C&D Power Systems, Inc.	Mfg. power storage & conversion systems	8,711,530	1.01%
Tipmont REMC (3)	Electric utility	6,487,830	0.75%
Desutter Daniel A. Barbara A./ Desutter Farms, Inc./ Hoosier Grassfed Beef LLC	Farming	5,260,290	0.61%
Lee Ann Farms LLC/ Owens Margaret Ann Revocable Trust Sharon Marie Owens	Farming	5,073,000	0.59%
L2 Farms LLC/ Linville Rhonda G. McGrady Susan R. as Tenants in Comm.	Farming	4,998,105	0.58%
Songer Farms, Inc./ Songer Jahn S. Marci S. Roark/ Swingwing, Inc./ Rich James M. (2)	Farming	4,822,310	0.56%
Hathaway Scott J. Debora C./ Drollinger Hathaway LLC	Farming	4,635,187	0.54%
Totals		$98,049,616	11.34%

(1) The total net assessed valuation of the County is $866,322,354 for taxes payable in 2018, according to the Fountain County Auditor's office.

(2) Located in a tax increment allocation area ("TIF"); therefore, all or a portion of the taxes are captured as TIF and not distributed to individual taxing units.

(3) Tipmont REMC is currently conducting a broadband feasability study and is analyzing strategies to better serve its 22,800 consumers.

Source: County Auditor's office and the DLGF. Individual parcel data is submitted by the County Auditor to the DLGF once a year for preparation of the county abstract.

Note: The following financial statements on pages A-17 - A-26 are excerpts from the County's January 1, 2014 to December 31, 2017 examination report of the Indiana State Board of Accounts. Consequently, these schedules do not include all disclosures required by generally accepted accounting principles. A complete examination will be furnished upon request. Current reports are available at http://www.in.gov/sboa/resources/reports/audit/.

FOUNTAIN COUNTY

STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH AND INVESTMENT BALANCES - REGULATORY BASIS

For The Years Ended December 31, 2014 and 2015

Fund	Beginning Balance 1/1/2014	Receipts	Disbursements	Ending Balance 12/31/2014	Receipts	Disbursements	Ending Balance 12/31/2015
General Fund	$3,237,200	$4,754,411	$4,656,654	$3,334,957	$4,546,684	$3,975,389	$3,906,252
Accident Report	3,493	1,607		5,100	2,082		7,182
Option Tax Certified	569,346	1,570,964	1,226,512	913,798	2,017,785	2,407,985	523,598
City/Town Court Costs	148,641	4,365		153,006	4,057		157,063
Clerk's Records Perpetuation	8,091	10,444	6,169	12,366	10,408	16,470	6,304
Community Corr Project Income	262,620	442,478	383,796	321,302	467,729	392,824	396,207
Community Transition	4,896	48,345	53,241	0	53,575	46,275	7,300
Congressional Interest	21,603	132	1,053	20,682	163	1,053	19,792
Congressional Principle	26,687			26,687			26,687
Non-Revert Prisoner Reimburse	63,913	3,734		67,647	2,065	6,102	63,610
County Sales Disclosure Fund	13,984	2,135		16,119	2,440		18,559
Covered Bridge Maintenance	12,716	5,550		18,266	5,550	3,218	20,598
Cumulative Bridge Fund	393,820	472,434	468,146	398,108	583,140	380,867	600,381
Cum. Capital Development (CCD)	185,701	183,569	104,855	264,415	57,647	18,538	303,524
Co Drug Free Community	9,943	13,221	14,553	8,611	14,082	13,301	9,392
LEPC	24,452	3,744	4,276	23,920	4,222	2,953	25,189
County Extradition	558			558	27,005	526	27,037
Firearms Training	24,883	5,380	7,388	22,875	6,120	3,192	25,803
Drainage Improvement	252,931	1,589		254,520	2,051		256,571
Health	458,510	155,120	288,167	325,463	421,676	250,441	496,698
Co ID Protection Fund	4,118	1,258		5,376	1,302		6,678
Levy Excess	64,266			64,266		64,173	93
Local Health Maintenance	79,085	69,680	45,682	103,083	68,954	35,055	136,982
Local Roads & Streets	70,336	169,362	138,510	101,188	174,759	162,399	113,548
County Misdemeanant	30,252	12,808	10,046	33,014	12,350	9,565	35,799
MVH - Co Hwy	847,317	2,673,357	2,752,802	767,872	2,648,619	2,473,806	942,685
Plat Book	6,765	2,675	20	9,420	5,346	2,390	12,376
Rainy Day Fund	1,005,367	15		1,005,382		584	1,004,798
	$7,831,494	$10,608,377	$10,161,870	$8,278,001	$11,139,811	$10,267,106	$9,150,706

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FOUNTAIN COUNTY

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STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH AND INVESTMENT BALANCES - REGULATORY BASIS

For The Years Ended December 31, 2014 and 2015

Fund	Beginning Balance 1/1/2014	Receipts	Disbursements	Ending Balance 12/31/2014	Receipts	Disbursements	Ending Balance 12/31/2015
Subtotals carried forward	$7,831,494	$10,608,377	$10,161,870	$8,278,001	$11,139,811	$10,267,106	$9,150,706
Cummulative Reassessment 09	38,198		38,198	0			0
Reassessment Fund 15	318,912	370,701	167,318	522,295	346,673	290,318	578,650
Recorders Records Perpetuation	34,877	25,323	25,627	34,573	27,034	18,256	43,351
Riverboat Revenue	161,240	102,128	57,326	206,042	44,803		250,845
Service Process	12,714	5,433		18,147	7,644		25,791
Excess Tax	6,990	16,720	8,504	15,206	11,430	24,593	2,043
Surveyor's Corner Perpetuation	57,199	3,915		61,114	4,145		65,259
Tax Sale Redemption	0	26,777	26,777	0	14,403	13,714	689
Surplus Tax Sale	64,519	81,171	100,535	45,155	132,463	50,085	127,533
Local Health Dept Trust Acct	107,529	28,321	4,525	131,325	28,260	54,247	105,338
Guardian Ad Lit User	11,982			11,982			11,982
CAPTA Grant - CASA Program	32,470	9,881		42,351	10,502	42,351	10,502
Court Reform Grant 2014	0	7,096	7,096	0	2,600	2,600	0
Co Elected Officials Training	3,779	1,258		5,037	1,302	3,874	2,465
Statewide 911 Fund	337,001	334,709	402,891	268,819	415,741	641,646	42,914
Adminstration Fee Prob Users	2,875	5,490	5,067	3,298	7,242	7,936	2,604
County User Fees	22,046	2,993	1,946	23,093	7,569	6,481	24,181
Drainage Maintenance	274,276	11,010		285,286	11,353	2,082	294,557
K-9 Project	219	2,285	2,773	(269)	1,488	1,122	97
ONB-Health Insurance Acct	0			0	10,000		10,000
Grange	26	2,351	2,140	237	991	1,074	154
Mass Mutual	0	62,018	62,018	0	64,589	64,558	31
Def Comp	0	20,824	20,824	0	11,494	11,494	0
Federal Taxes	0	426,783	426,783	0	406,284	406,284	0
Garnishment	0	3,339	3,337	2	3,834	3,834	2
Settlement	0	12,385,178	12,406,798	(21,620)	15,662,544	15,640,924	0
Wheel Tax	0	51,659	51,659	0	51,669	51,669	0
Surtax Fund	0	416,798	416,798	0	423,953	423,953	0
CVET Distribution	0	55,875	55,875	0	62,750	62,750	0
Subtotals	$9,318,346	$25,068,413	$24,456,685	$9,930,074	$28,912,571	$28,092,951	$10,749,694

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FOUNTAIN COUNTY

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STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH AND INVESTMENT BALANCES - REGULATORY BASIS

For The Years Ended December 31, 2014 and 2015

Fund	Beginning Balance 1/1/2014	Receipts	Disbursements	Ending Balance 12/31/2014	Receipts	Disbursements	Ending Balance 12/31/2015
Subtotals carried forward	$9,318,346	$25,068,413	$24,456,685	$9,930,074	$28,912,571	$28,092,951	$10,749,694
Financial Institution Tax (FIT)	0	109,339	109,339	0	110,647	110,647	0
CEDIT Homestead Credit Fund	4,268	336,673	338,608	2,333	336,150	334,625	3,858
Option Tax - PTR	0	828,513	828,513	0	829,676	829,536	140
Fines & Forfeitures	2,316	17,693	16,142	3,867	14,711	15,851	2,727
Infraction Judgments	2,298	25,438	26,014	1,722	35,535	34,393	2,864
Overweight Vehicle Fines	0	444	100	344	86	420	10
Special Death Benefit Fee	685	1,235	1,850	70	1,765	1,700	135
Sales Disclosure	430	4,300	4,310	420	4,820	4,880	360
Coroner's Training - Cont Educ	78	1,466	1,436	108	1,458	1,444	122
Mortgage Recording Fee - State	150	1,430	1,473	107	1,430	1,423	114
Sex Offender Fees	100	765	865	0	475	475	0
Child Restraint System	50	25	75	0	225	225	0
Forest Withdraw	0	476	476	0			0
Inheritance Tax	423	5,617	6,040	0	6,904	5,494	1,410
Education License Plate	0	225	225	0	150	150	0
Riverboat Revenue Sharing	0			0	102,128	102,128	0
CAGIT Distribution Fund	0	2,485,538	2,485,538	0	2,488,607	2,488,607	0
Prosecutors ARRA Fund	1,122		1,122	0			0
Co Gen IV-D Incentive Fund	25,738	6,888	1,666	30,960	6,430	7,536	29,854
Prosecutor Title IV-D Incentiv	34,079	10,364	14,257	30,186	9,672	9,948	29,910
Clerk IVD Incen After Oct 1999	46,161	6,888	1,169	51,880	6,430	7,748	50,562
Principal	1,039	32,460	31,170	2,329	30,061	31,693	697
Boston Mutual	943	10,365	10,340	968	7,742	8,360	350
Colonial Insurance	(303)	35,891	34,156	1,432	35,500	32,822	4,110
Soc Sec/ Medicare	0	337,432	337,432	0	331,244	331,244	0
Vision Insurance	(117)	5,895	5,285	493	4,962	4,958	497
AFLAC	1,484	29,399	26,876	4,007	27,348	30,543	812
Liberty National	337			337			337
Health Insurance	56,985	1,723,517	1,710,628	69,874	2,471,028	2,428,802	112,100
Totals	$9,496,612	$31,086,689	$30,451,790	$10,131,511	$35,777,755	$34,918,603	$10,990,663

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FOUNTAIN COUNTY

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STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH AND INVESTMENT BALANCES - REGULATORY BASIS

For The Years Ended December 31, 2014 and 2015

Fund	Beginning Balance 1/1/2014	Receipts	Disbursements	Ending Balance 12/31/2014	Receipts	Disbursements	Ending Balance 12/31/2015
Subtotals carried forward	$9,496,612	$31,086,689	$30,451,790	$10,131,511	$35,777,755	$34,918,603	$10,990,663
NGL - National Guardian Life	231	1,014	1,038	207	756	914	49
Nationwide	0	1,950	1,950	0	1,950	1,950	0
Sheriff's Inmate Trust	453	43,216	42,983	686	42,149	42,116	719
Jail Commissary	19,048	35,321	29,586	24,783	38,548	32,571	30,760
Clerk's Trust	149,006	2,080,087	2,080,029	149,064	1,283,298	1,306,289	126,073
Treasurer's Trust	210,790	260,341	210,790	260,341	377,692	260,341	377,692
County Alcohol & Drug	59,990	2,008	10,518	51,480	3,660	1,906	53,234
Pre-Trial Diversion	5,504	968	1,600	4,872	2,428	1,100	6,200
Infraction Deferral	36,460	41,605	48,087	29,978	43,114	48,851	24,241
Adult Probation Services	66,444	32,840	27,005	72,279	36,315	30,366	78,228
Jury Fees	4,596	2,854	2,614	4,836	2,995	3,681	4,150
Court Administration Fee	56,252			56,252			56,252
DNA Sample Processing	16,679			16,679			16,679
Public Defense Admin Fee	45,435			45,435			45,435
Sheriff Continuing Education	14,302	20	4,089	10,233	4	3,268	6,969
Co Hwy Christmas Fund	472		472	0			0
Co Share of Sex Offender Fee	1,761	527		2,288	428		2,716
Commissioner Sale 12-13	3,935	1,805		5,740	10,608	9,267	7,081
Commissioner Sale Fund	9,311	13,632	16,680	6,263	1,163		7,426
Sheriff's Dive Team Fund	54			54			54
Marijuana Eradication	4,500			4,500			4,500
Mural Restoration	327			327			327
Every 15 Minutes	253			253			253
County Farm	428,624	34,030		462,654	27,390	1,383	488,661
Comm Foundation Grt - EMS Bldg	415			415			415
EMS Bldg Donation Fund	0	2,375	2,241	134	3,595	2,288	1,441
Co General Maintenance II	323,141	11,810		334,951	2,699		337,650
Community Correct Local Approp	1,587	500	352	1,735	1,600	1,580	1,755
Prudential	54	1,949	1,585	418	11	412	17
Totals	$10,956,236	$33,655,541	$32,933,409	$11,678,368	$37,658,158	$36,666,886	$12,669,640

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FOUNTAIN COUNTY

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STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH AND INVESTMENT BALANCES - REGULATORY BASIS

For The Years Ended December 31, 2014 and 2015

Fund	Beginning Balance 1/1/2014	Receipts	Disbursements	Ending Balance 12/31/2014	Receipts	Disbursements	Ending Balance 12/31/2015
Subtotals carried forward	$10,956,236	$33,655,541	$32,933,409	$11,678,368	$37,658,158	$36,666,886	$12,669,640
County Taxes	0	50,681	50,681	0	50,321	50,321	0
State Taxes	0	154,827	154,827	0	147,419	147,419	0
Child Support	0	44,096	44,096	0	37,349	37,349	0
Sheriff Retirement	0	9,503	9,503	0	8,801	8,801	0
2013 HSGP Grant - Light Tower	0	9,072	9,072	0			0
2013 EMA Performance Grant	0	5,180	5,180	0			0
2014 SHSP Competitive Co Based	0			0	20,000	20,000	0
2014 EMA Perform Grant - radio	0			0	8,485	8,485	0
Community Corrections 14-15	0	441,792	418,184	23,608	343,422	367,030	0
Community Corrections 13-14	53,323	353,534	406,857	0	490,765	440,596	50,169
TANF WCRCC Grant	0			0	11,720	11,720	0
USDA Grant - EMS Furnishings	522			522			522
Data Exchange Agreement	1,000	2,000	1,500	1,500			1,500
SDRF Infrastructure EO 13-18	0	7,208	7,208	0			0
2014 OPO (NHTSA) Grant	0	824	824	0	353	353	0
Public Health BioTerroism Prep	2,380			2,380		2,380	0
PHEP Base Grant	0			0	5,000	5,000	0
Ebola Grant	0			0	8,568	6,495	2,073
2015 EMPG - Local Base Grant	0			0		571	(571)
2014 EMPG Co Project - deobligat	0			0	13,910	13,910	0
2013 EMPG - Salary Reimb.	0	21,063	21,063	0			0
2014 EMPG - Salary Reimb.	0			0	21,659	21,659	0
Totals	$11,013,461	$34,755,321	$34,062,404	$11,706,378	$38,825,930	$37,808,975	$12,723,333

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FOUNTAIN COUNTY

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STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH AND INVESTMENT BALANCES - REGULATORY BASIS

For The Years Ended December 31, 2016 and 2017

Fund	Beginning Balance 1/1/2016	Receipts	Disbursements	Ending Balance 12/31/2016	Receipts	Disbursements	Ending Balance 12/31/2017
General Fund	$3,906,252	$4,821,830	$4,182,218	$4,545,864	$6,277,405	$4,288,064	$6,535,205
Accident Report	7,182	1,451		8,633	1,650	2,744	7,539
Option Tax Certified	523,598	1,528,105	2,051,703	0			0
CEDIT Co Share	0	437,355	90,906	346,449	447,760	322,910	471,299
City/Town Court Costs	157,063	3,791		160,854	5,427		166,281
Clerk's Records Perpetuation	6,304	14,178	3,001	17,481	16,609	2,732	31,358
Community Corr Project Income	396,207	553,409	382,450	567,166	655,346	305,633	916,879
Community Transition	7,300	66,875	63,225	10,950	31,625	40,175	2,400
Congressional Interest	19,792	129	1,053	18,868	122	1,053	17,937
Congressional Principle	26,687			26,687			26,687
Non-Revert Prisoner Reimburse	63,610	1,225	11,867	52,968	3,060	20,099	35,929
County Sales Disclosure Fund	18,559	2,275		20,834	2,428		23,262
Covered Bridge Maintenance	20,598	5,550	9,170	16,978	5,550	10,460	12,068
Cumulative Bridge Fund	600,381	612,275	489,715	722,941	541,429	579,656	684,714
Cum. Capital Development (CCD)	303,524	156,831	218,255	242,100	154,901	57,051	339,950
Co Drug Free Community	9,392	13,213	16,334	6,271	17,540	16,905	6,906
LEPC	25,189	3,709	3,836	25,062	4,013	2,336	26,739
County Extradition	27,037	1,820	43	28,814		868	27,946
Firearms Training	25,803	10,940	6,193	30,550	4,560	3,731	31,379
Drainage Improvement	256,571	17,983		274,554	1,825		276,379
Health	496,698	442,931	278,194	661,435	449,754	260,828	850,361
Co ID Protection Fund	6,678	1,316	7,000	994	2,022		3,016
Levy Excess	93			93			93
Local Health Maintenance	136,982	100,186	55,855	181,313	33,139	56,475	157,977
Local Roads & Streets	113,548	167,909	203,567	77,890	206,378	175,038	109,230
Co Share LOIT Public Safety	0	537,982	67,247	470,735	547,802	580,695	437,842
County Misdemeanant	35,799	12,350	24,856	23,293	12,350	1,112	34,531
MVH - Co Hwy	942,685	2,673,727	2,469,731	1,146,681	2,896,337	2,679,768	1,363,250
Plat Book	12,376	5,540		17,916	5,720	3,600	20,036
Rainy Day Fund	1,004,798	116,680		1,121,478		109,637	1,011,841
Reassessment Fund 15	578,650	385,981	266,271	698,360	396,691	352,072	742,979
Recorders Records Perpetuation	43,351	30,152	47,107	26,396	38,231	13,500	51,127
	$9,772,707	$12,727,698	$10,949,797	$11,550,608	$12,759,674	$9,887,142	$14,423,140

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FOUNTAIN COUNTY

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STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH AND INVESTMENT BALANCES - REGULATORY BASIS

For The Years Ended December 31, 2016 and 2017

Fund	Beginning Balance 1/1/2016	Receipts	Disbursements	Ending Balance 12/31/2016	Receipts	Disbursements	Ending Balance 12/31/2017
Subtotals carried forward	$9,772,707	$12,727,698	$10,949,797	$11,550,608	$12,759,674	$9,887,142	$14,423,140
Riverboat Revenue	250,845	44,801	76,200	219,446	44,803	25,000	239,249
Sheriff's Pension Trust	25,791	12,139	27,590	10,340	10,767	10,000	11,107
Excess Tax	2,043	16,575	16,554	2,064	12,323	12,285	2,102
Surveyor's Corner Perpetuation	65,259	4,180		69,439	8,540		77,979
Tax Sale Redemption	689	35,537	36,226	0	38,663	38,663	0
Surplus Tax Sale	127,533	86,436	79,453	134,516	108,540	83,388	159,668
Local Health Dept Trust Acct	105,338	42,390	9,590	138,138	14,130	19,344	132,924
Guardian Ad Lit User	11,982			11,982			11,982
CAPTA Grant - CASA Program	10,502	9,907	10,502	9,907	19,093	12,719	16,281
Co Elected Officials Training	2,465	1,438	3,160	743	2,092	1,564	1,271
Statewide 911 Fund	42,914	356,677	299,575	100,016	342,505	354,049	88,472
Heritage Barn Public Safety	0			0	50		50
LOIT 2016 Spec Dist - Co Share	0	350,040		350,040			350,040
Adminstration Fee Prob Users	2,604	17,375	13,301	6,678	43,819	35,220	15,277
County User Fees	24,181	2,462	209	26,434	3,790	4,906	25,318
Drainage Maintenance	294,557	11,503	16,191	289,869	12,422	19,735	282,556
K-9 Project	97	21,922	860	21,159	15,596	34,726	2,029
Mass Mutual	31	68,724	68,724	31	66,148	66,148	31
Nationwide	0	1,950	1,950	0			0
Federal Taxes	0	419,696	419,696	0	410,655	410,655	0
Garnishment	2	4,950	4,950	2	12,619	12,619	2
Settlement	0	15,410,276	15,410,276	0	16,393,948	16,393,948	0
LOIT Public Safety	0	766,753	766,753	0			0
Wheel Tax	0	93,353	93,353	0	100,669	100,669	0
Surtax Fund	0	427,839	427,839	0	429,988	429,988	0
CVET Distribution	0	55,899	55,899	0	54,199	54,199	0
Financial Institution Tax (FIT)	0	124,986	124,986	0	112,465	112,465	0
CEDIT Homestead Credit Fund	3,858	155,231	156,998	2,091			2,091
Option Tax - PTR	140	158,106	154,788	3,458			3,458
Subtotals	$10,743,538	$31,428,843	$29,225,420	$12,946,961	$31,017,498	$28,119,432	$15,845,027

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FOUNTAIN COUNTY

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STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH AND INVESTMENT BALANCES - REGULATORY BASIS

For The Years Ended December 31, 2016 and 2017

Fund	Beginning Balance 1/1/2016	Receipts	Disbursements	Ending Balance 12/31/2016	Receipts	Disbursements	Ending Balance 12/31/2017
Subtotals carried forward	$10,743,538	$31,428,843	$29,225,420	$12,946,961	$31,017,498	$28,119,432	$15,845,027
Local Income Tax - PTR	0			0	314,589	309,524	5,065
Fines & Forfeitures	2,727	18,004	18,309	2,422	5,705	7,170	957
Infraction Judgments	2,864	20,714	22,065	1,513	22,833	22,431	1,915
Overweight Vehicle Fines	10		10	0	30	30	0
Special Death Benefit Fee	135	1,290	1,345	80	1,920	1,845	155
Sales Disclosure	360	4,810	4,560	610	4,650	4,890	370
Coroner's Training - Cont Educ	122	1,418	1,392	148	1,298	1,362	84
Interstate Compact Adult Offen	0			0	313	313	0
Mortgage Recording Fee - State	114	1,475	1,368	221	1,500	1,568	153
Sex Offender Fees	0	450	430	20	485	455	50
Child Restraint System	0	113	113	0	200	175	25
Forest Withdraw	0	17	17	0	807	807	0
Inheritance Tax	1,410		1,410	0			0
Education License Plate	0	169	169	0	150	150	0
Riverboat Revenue Sharing	0	102,125	102,125	0	102,128	102,128	0
CAGIT Distribution Fund	0	3,067,104	3,067,104	0			0
CEDIT Distribution Fund	0	620,924	620,924	0			0
LOIT 2016 Special Distribution	0	791,419	791,419	0			0
LIT Certified Shares	0			0	3,123,027	3,123,027	0
LIT Public Safety	0			0	780,757	780,757	0
LIT Economic Development	0			0	633,752	633,752	0
Co Gen IV-D Incentive Fund	29,854	6,192	7,322	28,724	6,352	3,043	32,033
Prosecutor Title IV-D Incentiv	29,910	9,316	9,051	30,175	9,558	7,737	31,996
Clerk IVD Incen After Oct 1999	50,562	6,192	740	56,014	6,352	1,902	60,464
Sheriff's Inmate Trust	719	66,008	65,489	1,238	57,030	56,574	1,694
Jail Commissary	30,760	52,737	52,511	30,986	49,167	44,639	35,514
Clerk's Trust	126,073	958,766	929,758	155,081	1,460,876	1,155,367	460,591
Treasurer's Trust	377,692	348,902	377,692	348,902	629,036	348,902	629,036
County Alcohol & Drug	53,234	3,277	221	56,290	4,681	100	60,871
Pre-Trial Diversion	6,200	3,908	3,870	6,238	7,637	3,000	10,875
Totals	$11,456,284	$37,514,173	$35,304,834	$13,665,623	$38,242,331	$34,731,080	$17,176,875

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FOUNTAIN COUNTY

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STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH AND INVESTMENT BALANCES - REGULATORY BASIS

For The Years Ended December 31, 2016 and 2017

Fund	Beginning Balance 1/1/2016	Receipts	Disbursements	Ending Balance 12/31/2016	Receipts	Disbursements	Ending Balance 12/31/2017
Subtotals carried forward	$11,456,284	$37,514,173	$35,304,834	$13,665,623	$38,242,331	$34,731,080	$17,176,875
Infraction Deferral	24,241	32,250	39,163	17,328	72,523	56,863	32,988
Adult Probation Services	78,228	24,721	32,702	70,247	38,470	49,845	58,872
Special Death Benefit	0	100		100	135		235
Jury Fees	4,150	2,343	4,312	2,181	3,421	5,600	2
Court Administration Fee	56,252		56,252	0			0
DNA Sample Processing	16,679			16,679			16,679
Public Defense Admin Fee	45,435			45,435			45,435
Sheriff Continuing Education	6,969	49		7,018		999	6,019
Co Share of Sex Offender Fee	2,716	387		3,103	410		3,513
Commissioner Sale 14-15	7,081		7,081	0	21,805	21,805	0
Commissioner Sale Fund 15-16	7,426	9,901	9,518	7,809		7,809	0
Sheriff's Dive Team Fund	54			54			54
Marijuana Eradication	4,500			4,500			4,500
Mural Restoration	327			327			327
Every 15 Minutes	253			253			253
County Farm	488,661	34,628	107,735	415,554	33,766	106,309	343,011
Comm Foundation Grt - EMS Bldg	415			415			415
EMS Bldg Donation Fund	1,441	3,075	3,126	1,390	3,375	4,686	79
Health Education	0	1,384	610	774		184	590
Co General Maintenance II	337,650	2,261		339,911	1,940	99,363	242,488
Community Correct Local Approp	1,755	2,500	3,086	1,169	2,700	1,938	1,931
Prudential	17			17	11		28
County Taxes	0	68,512	68,512	0	75,104	75,104	0
State Taxes	0	151,279	151,279	0	149,255	149,255	0
Grange	154	855	821	188	583	583	188
Principal	697	32,085	31,877	905	34,882	36,079	(292)
Boston Mutual	350	7,596	6,846	1,100	7,158	7,188	1,070
Colonial Insurance	4,110	40,156	41,609	2,657	38,049	34,997	5,709
Soc Sec/Medicare	0	339,886	339,886	0	345,400	345,400	0
Vision Insurance	497	4,638	5,012	123	4,118	4,425	(184)
Totals	$12,546,342	$38,272,779	$36,214,261	$14,604,860	$39,075,436	$35,739,512	$17,940,785

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FOUNTAIN COUNTY

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STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH AND INVESTMENT BALANCES - REGULATORY BASIS

For The Years Ended December 31, 2016 and 2017

Fund	Beginning Balance 1/1/2016	Receipts	Disbursements	Ending Balance 12/31/2016	Receipts	Disbursements	Ending Balance 12/31/2017
Subtotals carried forward	$12,546,342	$38,272,779	$36,214,261	$14,604,860	$39,075,436	$35,739,512	$17,940,785
AFLAC	812	32,545	32,802	555	29,232	29,087	700
Liberty National	337		85	252			252
Health Insurance	112,100	3,092,949	2,559,666	645,383	508,981	1,043,232	111,132
Child Support	0	42,020	42,020	0	34,730	34,730	0
NGL - National Guardian Life	49	819	819	49	735	624	160
Sheriff Retirement	0	9,316	9,316	0	8,931	8,931	0
Def Comp	0	5,369	5,369	0	2,838	2,838	0
Empower Retirement	0	17,631	17,631	0	40,474	40,474	0
ONB - Health Insurance Acct	10,000			10,000	2,092,466	1,686,723	415,743
Community Corrections 16-17	0	707,543	547,324	160,219	424,487	584,680	26
Community Corrections 15-16	50,169	343,422	393,539	52	707,478	564,293	143,237
TANF - I Can Ministries	0	73,966	73,966	0	163,611	163,611	0
USDA Grant - EMS Furnishings	522			522			522
Data Exchange Agreement	1,500			1,500			1,500
WCRCC Prob Grant Fund	0	784,353	784,353	0	1,054,461	1,054,461	0
Comm Correc Prob Grant Fund	0	76,875	69,188	7,687	169,763	169,056	8,394
Comm Correc Prob Grant - Parke	0			0	81,900	78,750	3,150
Young Ladies in Ag Conf Spons	0	500	500	0			0
Health Immunization Coalition	0	13,222	13,222	0			0
PHEP Base Grant	0	7,354	7,354	0	13,268	11,321	1,947
Ebola Grant	2,073	13,385	10,413	5,045		4,615	430
2015 EMPG - State Exerc - Dist Nor	0	34,753	34,753	0			0
2015 SHSP Co Based Radio Proj	0	46,414	46,414	0			0
2015 EMPG - Local Base Grant	(571)	5,108	4,537	0			0
2015 EMPG Competitive - Radios	0	27,740	27,740	0			0
2015 EMPG De-obligated Funds	0	14,368	14,368	0			0
2015 EMPG - Salary Reimb.	0	21,833		21,833		21,833	0
2016 SHSP EMA/EMS	0			0	5,520	5,520	0
2016 SHSP (ATV) EMA Operations	0			0	14,368	14,368	0
2016 EMPG - Salary Reimb.	0			0	22,593		22,593
2016 EMPG De-obligated Funds	0			0	4,910	4,910	0
Totals	$12,723,333	$43,644,264	$40,909,640	$15,457,957	$44,456,182	$41,263,569	$18,650,571

FOUNTAIN COUNTY

DETAIL OF GENERAL FUND RECEIPTS AND DISBURSEMENTS
(Unaudited)

Receipts:	
Taxes and Intergovernmental:	
General Property Taxes	$2,744,354
County Adjusted Gross Income Tax (CAGIT) Certified Shares	1,764,748
ABC Excise Tax Distribution	825
Financial Institution Tax Distribution	13,446
Vehicle/Aircraft Excise Tax Distribution	211,021
Commercial Vehicle Excise Tax Distribution (CVET)	10,015
Federal and State Grants and Distributions - Public Safety	11,008
Federal and State Grants and Distributions - Other/00251 - Grant	21,833
Charges for Services:	
County Auditor Services	2,325
County Recorder Services	37,192
County Sheriff Services	9,951
Emergency Medical Services Fees	757,028
Federal, State, and Local Reimbursement for Services	205,016
Garbage/Trash/Recycling/Landfill Fees and Charges	39,057
Other Charges for Services, Sales, and Fees/00340 - Tax Sale Costs	195,220
Fines, Forfeitures and Fees:	
Court Costs and Fees	77,019
Other Receipts:	
Earnings on Investments and Deposits	80,231
Refunds and Reimbursements	97,116
Total Receipts	$6,277,405

(Continued on next page)

FOUNTAIN COUNTY

(Cont'd)

DETAIL OF GENERAL FUND RECEIPTS AND DISBURSEMENTS

(Unaudited)

Disbursements:	
Salaries and Wages	$2,518,177
Employee Benefits	276,189
Office Supplies	37,773
Operating Supplies	119,432
Other Supplies	21,395
Professional Services	354,394
Communication and Transportation	38,247
Printing and Advertising	1,413
Utility Services	15,017
Repairs and Maintenance	194,507
Rentals	88
Other Services and Charges	627,749
Buildings	975
Machinery, Equipment, and Vehicles	6,733
Other Disbursements	75,974
Total Disbursements	4,288,064
Net increase (decrease)	1,989,341
Beginning balance	4,545,864
Ending balance	$6,535,205

The Fountain County Building Corporation and the Board of Commissioners of Fountain County, Indiana certify to the best of their knowledge and belief that this Official Statement, as of its date and as it relates to the Founty County Building Corporation and its economic and financial condition, (i) is complete and accurate; (ii) does not contain any untrue statement of a material fact; and (iii) does not omit any material facts or information which would make the statements contained herein misleading.

This Official Statement and its execution are duly authorized.

FOUNTAIN COUNTY BUILDING CORPORATION

By: James Lee Hershberger
President

Attest: Karen Wise
Secretary

BOARD OF COMMISSIONERS,
FOUNTAIN COUNTY, INDIANA

By: ________________________
Craig Stalter, Commissioner

By: Don Hesler
Don Hesler, Commissioner

By: Tim Shumaker
Tim Shumaker, Commissioner

Attest: Brenda Hardy
Brenda Hardy, Auditor

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APPENDIX B

UMBAUGH

H. J. Umbaugh & Associates
Certified Public Accountants, LLP
8365 Keystone Crossing
Suite 300
Indianapolis, IN 46240-2687
Phone: 317-465-1500
Fax: 317-465-1550
www.umbaugh.com

May 7, 2018

Fountain County Council and Commissioners
Fountain County
301 Fourth Street
Covington, Indiana 47932

Re: Fountain County Building Corporation
$14,470,000* Lease Rental Bonds, Series 2018

Members of the Council and Board of Commissioners:

In connection with the issuance of $14,470,000* principal amount of Lease Rental Bonds, Series 2018, we have, at your request, prepared this Special Purpose Report (the "Report") and the following schedules for inclusion in the Preliminary Official Statement dated May 7, 2018.

Page(s)	
B-2 - B-8	General Comments
B-9	Estimated Project Costs and Funding
B-10	Preliminary Amortization of $14,470,000* Principal Amount of Lease Rental Bonds, Series 2018
B-11	Estimated Annual Lease Rental Payments
B-12	Comparison of Estimated Additional LIT Revenues and Estimated Lease Rentals

*Preliminary, subject to change.

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

Umbaugh

GENERAL COMMENTS

The Fountain County Building Corporation (the “Building Corporation”) is issuing $14,470,000* of Lease Rental Bonds, Series 2018 (the “Bonds”) for the purpose of financing the acquisition and construction of a new County Sheriff's office and jail facility, including surface parking lots, required site drainage and utility infrastructure, together with all necessary appurtenances, related improvements and equipment (the “Project”), to pay capitalized interest, and issuance expenses.

The Bonds are secured by and payable from fixed, semiannual lease rental payments (the “Lease Rentals”) to be paid by Fountain County, Indiana (the “County”) directly to Old National Wealth Management, Evansville, Indiana (the “Trustee”) under a Trust Indenture between the Building Corporation and the Trustee dated as of May 1, 2018 (the “Trust Indenture”) and a Lease (hereinafter defined) between the County and the Building Corporation dated February 5, 2018, and in accordance with Indiana Code Title 36, Article 1, Chapter 10. Such Lease Rentals are payable from the revenues of the income tax levied and collected pursuant to Indiana Code Title 6, Article 3.6, Title 7, Section 8.5 (the “Additional LIT Revenues”). **To the extent that the Additional LIT Revenues are insufficient, the Lease Rentals are payable from an ad valorem property tax on all taxable property within the County (the “Property Tax Revenues”), as more fully described in the Preliminary Official Statement dated May 7, 2018.** See “Securities Being Offered – Securities and Sources of Payment” herein. The Bonds shall not constitute an indebtedness of the County within the meaning of the provisions and limitations of the constitution of the State of Indiana.

The purpose of this Special Purpose Report (the “Report”) is to provide an estimate of the Additional LIT Revenues that would be available to make payments due on the Bonds. This Report contains forward-looking information. Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual Additional LIT Revenues to differ from the estimates. See “Risks to Bondholders” herein.

Summary of Fountain County’s Local Income Tax Revenues

The County Council imposed the County Adjusted Gross Income Tax pursuant to Indiana Code 6-3.5-1.1 (“CAGIT Statute”) at a rate of 1.00% on the adjusted gross income of County taxpayers, a rate of 0.25% for public safety, and a rate of 0.10% for property tax relief (Collectively, “CAGIT”), and the County has been a recipient of a distributive share of the revenues from CAGIT. Pursuant to IC 6-3.6-7-8.5 (“Additional LIT Rate Statute”), the County Council adopted an Additional LIT Rate at a rate of 0.55%. All of the Additional LIT Revenues from the Additional LIT Rate have been distributed to the County for the purpose of financing the acquisition and construction of a new County Sheriff's office and jail facility and to make bond or lease rental payments. The County Council also imposed the County Economic Development Income Tax (“EDIT”) pursuant to IC 6-3.5-7 at a rate of 0.20% on the adjusted gross income of County taxpayers, and the County has been a recipient of a distributive share of revenues from the EDIT.

In 2015, the General Assembly enacted P.L. 243-2015, as amended by P.L. 197-2016, as further amended by P.L. 247-2017, to consolidate and simplify the various local income tax laws, including CAGIT, County Option Income Tax (“COIT”), EDIT, public safety income taxes, property tax replacement income taxes, and special purpose local income taxes authorized into a uniform law and to transition each county from the “former taxes,” into a single local income tax (“LIT”) governed by IC 6-3.6 (“LIT Statute” and revenues derived from the local income taxes under the LIT Statute are collectively “LIT Revenues”) which was effective July 1, 2015.

*Preliminary, subject to change.

(Continued on next page)

Summary of Fountain County's Local Income Tax Revenues (Cont'd)

The LIT Statute combined the previous income taxes into a single income tax with three components (a) special purpose rate (rate established by special legislation to fund special projects); (b) property tax relief rate (max rate 1.25%)("Property Tax Relief Rate"); and (c) expenditure rate (max rate 2.50%)("Expenditure Rate"). The Additional LIT Rate Statute was recodified under IC 6-3.6-7-8.5, which continues the Additional LIT Rate at the 0.55% rate. The property tax relief was recodified under the property tax relief rate, and CAGIT, including the public safety rate, and EDIT were recodified as a part of the Expenditure Rate. **Additional LIT Revenues are the only LIT Revenues pledged to the payment of Lease Rentals.**

The LIT Statute also provides that the total combined local income tax rate in effect in a county on May 1, 2016 under the former statutes continue in effect after that date and is treated as taxes imposed under the LIT Statute. In the County, the total income tax rate is 2.10% on the adjusted gross income of local taxpayers in the County, which includes a 1.45% Expenditure Rate, a 0.10% Property Tax Relief Rate, and a 0.55% Additional LIT Rate.

For counties that originally imposed CAGIT, the revenue categorized from the first twenty-five hundredths percent (0.25%) of the Certified Shares portion of the Expenditure Rate is allocated to all school corporations and civil taxing units in the county. The remaining revenue from the Expenditure Rate is allocated by the adopting body, before July 1 of each year, to either: (i) public safety purposes; (ii) economic development purposes; or (iii) certified shares, and the allocation may be by either dollar amounts or by percentages among the civil taxing units in the county. Currently, 1.00% of the Expenditure Rate is allocated in 2018 as certified shares ("Certified Shares"), 0.25% of the Expenditure Rate is allocated for public safety purposes, and 0.20% of the Expenditure Rate is allocated for economic development purposes.

Pursuant to IC 6-3.6-7-8.5, eligible uses for Additional LIT Revenues include (1) to finance, construct, acquire, improve, renovate, and equip the county jail and related buildings and parking facilities, including costs related to the demolition of existing buildings, the acquisition of land, and any other reasonably related costs; (2) repay bonds issued or leases entered into for the purposes described in subsection (1). The County is the only unit to receive the distribution of Additional LIT Revenues.

A local taxpayer under IC 6-3.6-2-13 means any individual who (i) resides in the County on the dates specified in IC 6-3.6-8-3, or (ii) maintains a principal place of business or employment in the County on the date specified in IC 6-3.6-8-3 and who does not on that same date reside in another county in which a local income tax under IC 6-3.6 is in effect. LIT Revenues and Additional LIT Revenues are distributed on the first regular business day of each month.

LIT Revenues, including Additional LIT Revenues, are collected by the State and deposited in a special account within the State general fund. When LIT Revenues are certified each August for distribution in the following year, it will be based on the actual income taxes filed and processed from July 1st of the preceding year through June 30th of the current year, adjusted for any refunds. The certified distribution will be distributed to the counties in equal amounts on the first business day of each month of the ensuing calendar year. (The amount of LIT Revenues, including Additional LIT Revenues, to be distributed may be reduced to offset any overpayments of LIT Revenues, including Additional LIT Revenues, made to a county in a prior year).

The State Budget Agency is required to publish (i) an estimate of the statewide total amount of certified distributions before May 1 of every odd-numbered year to be made under the LIT Statute during the following

(Continued on next page)

Summary of Fountain County's Local Income Tax Revenues (Cont'd)

two calendar years, and (ii) an estimate of the statewide total amount of certified distributions before May 1 of every even-numbered year to be made under the LIT Statute during the following calendar year. As it is collected from each county, local income tax revenue is to be deposited in a separate trust account for each county within the state general fund. Revenue derived from the imposition of the tax is to be distributed to the county that imposed it. The amount that is to be distributed to a county during an ensuing calendar year equals the amount of tax revenue that the State Budget Agency determines has been: (1) received from that county for a taxable year ending in a calendar year preceding the calendar year in which the determination is made; and (2) reported on an annual return or amended return processed by the Indiana Department of Revenue in the state fiscal year ending before July 1 of the calendar year in which the determination is made; as adjusted for refunds of tax made in the state fiscal year (the "base distribution amount").

Before June 1 of each calendar year, the State Budget Agency must provide the Department of Local Government Finance (the "DLGF") and the county auditor of each adopting county an estimate of the amount that will be distributed to the county, based on known tax rates. Not later than July 1 of each year, the DLGF is required to determine for each taxing unit and notify the county auditor of the estimated amount of property tax credits, school distributions, public safety revenue, economic development revenue, certified shares, and special purpose revenue (such as the Additional LIT Revenues) that will be distributed to the taxing unit during the ensuing calendar year. Not later than thirty (30) days after receiving the DLGF's estimate, the county auditor shall notify each taxing unit of the amounts estimated for the taxing unit.

The Additional LIT Revenues are the only LIT Revenues pledged towards the payment of Lease Rentals. The certified distribution of Additional LIT Revenues in 2018 is $1,690,434.

The LIT Revenues received by the County, including the Additional LIT Revenues, may be reduced because of a reduction in the amount of LIT Revenues collected or a distribution certified by the State for an amount that is less than the LIT Revenues actually collected.

The Additional LIT Revenues available to the County could be reduced because of the factors described above without reducing the Additional LIT Rate. The County has made no representation, is not obligated, and currently does not have the ability to take any action to increase the rate at which the Additional LIT Rate is imposed in order to provide funds to pay the Lease Rental payments. However, to the extent that the Additional LIT Rate is insufficient to pay the Lease Rental payments, the County will levy an ad valorem property tax in an amount sufficient to pay the Lease Rental payments when due.

Risks to Bondholders

The County expects to make the Lease Rental payments from the Additional LIT Revenues, and to the extent that Additional LIT Revenues are insufficient to pay the Lease Rentals, the Lease Rentals are payable from the Property Tax Revenues. There are certain risks associated with Additional LIT Revenues as outlined below; however, to the extent that the Additional LIT Revenues are insufficient, the County is required to levy the ad valorem property tax. A firm estimate of the Additional LIT Revenues will be available by the time of the decision to levy the ad valorem property tax for the next Lease Rental payment. If the receipts collected of the Additional LIT Revenues are insufficient, the County may not be able to impose an additional debt service levy until the following budget year which may cause a timing delay as receipt of the Property Tax Revenues may occur after the Lease Rental payment is due. Should this shortfall occur, the County is permitted to use other legally available funds to make the Lease Rental payments.

(Continued on next page)

Risks to Bondholders (Cont’d)

Prospective investors in the Bonds should be aware that there are risk factors associated with the Bonds as outlined below:

Risks Associated with Lease Rental payments:
Prospective investors in the Bonds should be aware that there are risk factors associated with Bonds which are payable from Lease Rentals:

(1) The principal of and interest on the Bonds are payable only from Lease Rentals received by the Trustee on behalf of the County from the Building Corporation pursuant to the Lease. The Building Corporation has no taxing power. The Building Corporation has no source of funds from which to pay debt service on the Bonds except monies collected from Lease Rentals and funds held under the Trust Indenture. If there is capitalized interest: The Trustee will have funds from capitalized interest and earnings thereon, to pay interest due through and including January 15, 2020.

a. According to the Lease, the Lease Rentals will commence on the later of the date of completion of the Leased Premises or July 1, 2020. Bond proceeds will be held by the Trustee in the Bond Interest Account to pay capitalized interest on the Bonds through and including January 15, 2020. In the event the Leased Premises are not completed by July 1, 2020, the Building Corporation may not be able to pay the full amount of the Lease Rentals. The County expects to complete the Leased Premises by August 2019.

b. The Building Corporation is legally permitted to pay Lease Rentals only for portions of the Leased Premises which are complete and ready for use and occupancy. If, for any reason, the Leased Premises are damaged or destroyed and unavailable for use, the Building Corporation would no longer be able to pay Lease Rentals. **However, the Building Corporation is required by the Lease to maintain rental value insurance in an amount equal to full rental value for a period up to two (2) years.** In addition, the proceeds of any property and/or casualty insurance claim for the Leased Premises would be used either to reconstruct the Leased Premises or to retire obligations issued to finance the Leased Premises.

Risks Associated with LIT Revenues payments:

(2) There are certain risks associated with LIT Revenues, and this Report contains information regarding the historical certified distributions of the Additional LIT Revenues received by the County. The County’s LIT Revenues in the future may differ materially from the County’s historical LIT Revenue receipts. Factors impacting LIT Revenues, include but are not limited to the following:

a. Adverse economic conditions in the County, the State of Indiana or the United States could result in a reduction in the adjusted gross income of qualifying taxpayers in the County and, therefore, a reduction in County’s collection of LIT Revenues.

b. Local area or statewide delinquencies in state income tax collection could result in reduced County’s collection of LIT Revenues, including Additional LIT Revenues.

(Continued on next page)

Risks to Bondholders (Cont'd)

c. Under IC 6-3.6-7-8.5, the County Council could not impose a special purpose rate that exceeds 0.55% ("Additional LIT Rate"), and the Additional LIT Rate may not be greater than the rate necessary to pay for the authorized purposes. The County has imposed a Additional LIT Rate at the maximum rate of 0.55%. The County has made no representation and are not authorized by current law to take any action to increase the rate at which the Additional LIT Rate is imposed to pay Lease Rentals.

d. The legislature, or an administrative agency with jurisdiction in the matter, could enact new laws or regulations or interpret, amend, alter, change or modify, or a court of competent jurisdiction could interpret, the laws or regulations governing the collection, distribution, definition or accumulation of the LIT Revenues in a fashion that would adversely affect the owners of the Bonds.

e. Additional LIT Revenues can vary considerably from year to year depending on the amount of Additional LIT Revenues collected from taxpayers.

Before June 1 of each calendar year, the State Budget Agency must provide the DLGF and the county auditor with an estimate of the amount of Additional LIT Revenues that will be distributed to the County. This gives the County time to include in its budget a property tax levy in an amount sufficient to meet the debt service due in the subsequent bond year for which the budget is being prepared to the extent the certified Additional LIT Revenues are determined to be insufficient.

The certified income tax distribution is based on actual income tax returns filed and processed from July 1 of the prior year through June 30 of the current year, adjusted for any refunds.

The amount of local income tax to be certified may also be adjusted to offset any overpayments of local income tax made to a county in a prior calendar year, for clerical or mathematical errors or for tax rate changes. This certified amount is distributed to the County in equal, monthly payments in the subsequent calendar year. The County expects that the amount of local income tax to be distributed in the subsequent year by the State to the County will not be less than the amount certified on the previous August 2.

The local income tax distribution is paid from actual revenues collected in the year following the certification. If the actual revenue collected is less than the certified distribution amount, this could cause a reduction in certified local income tax distributions in future years.

The County's 2018 certified distribution of Additional LIT Revenues resulting from the Additional LIT Rate are $1,690,434.

Risks Associated with the ad valorem property tax:

(3) There are risk factors associated with the ad valorem property tax.

(Continued on next page)

Risks to Bondholders (Cont'd)

a. *Tax Collection*. In the event of delinquent tax payments or delayed billing, collection or distribution by the County of ad valorem property taxes, including the ad valorem property tax levied on the County, sufficient funds may not be available to pay the lease rental when due. This risk is inherent in all property tax-supported obligations.

b. *Circuit Breaker Tax Credit*. If applicable, the Circuit Breaker Tax Credit results in a reduction of property tax collections for each political subdivision in which the Circuit Breaker Tax Credit is applied. A political subdivision may not increase its property tax levy or borrow money to make up for any property tax revenue shortfall due to the application of the Circuit Breaker Tax Credit.

IC 6-1.1-20.6-10 requires political subdivisions to fully fund any levies for the payment of outstanding debt service or lease rental obligations regardless of any reduction in property tax collections due to the application of the Circuit Breaker Tax Credit. IC 6-1.1-20.6-9.8 further provides that property taxes imposed by a political subdivision to pay for debt service obligations of such political subdivision (including lease rental payments on leases) are "protected taxes." If property tax collections are insufficient to fully fund debt service or lease rental levies due to the Circuit Breaker Tax Credit, political subdivisions must use non-property tax revenues or revenues from property tax levies for other funds (including operating) to offset revenue loss to the debt service fund. See "Procedures for Property Assessment, Tax Levy and Collection" and "Circuit Breaker Tax Credit" herein. IC 6-1.1-20.6-10 also provides that if property tax revenues are not sufficient to pay debt service on bonds or leases payable from property taxes, the State must intercept local income tax distributions and available distributions of State monies for the benefit of bondholders.

This application of property tax revenues may impact the ability of political subdivisions to provide existing levels of service and, in extreme cases, the ability to make debt service or lease rental payments on bonds secured by intercepted funds. There has been no judicial interpretation of this legislation. In addition, there can be no assurance as to future events or legislation that may affect the Circuit Breaker Tax Credit or the collection of property taxes.

c. *Reassessment and Trending*. All Indiana counties are required to reassess 25% of all parcels of real property annually or in accordance with its reassessment plan. All real property must be reassessed under the plan once every four years. Trending is scheduled to occur on an annual basis. Delays in the reassessment and trending process or appeals of reassessments could adversely affect the collection of property taxes.

(4) *Adverse Legislative Action*: It is possible that legislation enacted after the date of the Bonds or proposed for consideration will have an adverse effect on payment or timing of payment or other matters impacting the Bonds. Refer to the "Legislative Proposals" section herein.

(Continued on next page)

GENERAL COMMENTS

Estimated Project Costs and Funding - Page B-9

This schedule presents the costs of the Project, which include capitalized interest, allowance for the underwriter's discount and paying costs of issuance and contingencies.

The funding will consist of the proceeds from the Bonds and funds on hand.

Preliminary Amortization of $14,470,000* Principal Amount of Lease Rental Bonds, Series 2018 - Page B-10

The preliminary amortization of $14,470,000* of Lease Rental Bonds, Series 2018 is presented in this schedule. The Bonds are dated the date of delivery, anticipated to be May 30, 2018, and mature over a period of approximately nineteen years and eight months.

Principal and interest will be payable semiannually on each January 15 and July 15, with interest commencing January 15, 2019 and principal commencing on July 15, 2020. The final Bonds are due January 15, 2038. The amortization schedule for the Bonds is based on estimated interest rates. Actual interest rates will be determined through a competitive sale.

Estimated Annual Lease Rental Payments – Page B-11

This schedules shows the estimated annual and semiannual Lease Rental payments for the Bonds. The Lease provides for maximum annual Lease Rental payments of $1,200,000 for the Bonds, payable in equal semiannual installments due on January 1 and July 1 of each year beginning July 1, 2020, or when the Project is completed. The term of the Lease is not to exceed 20 years. The Lease Rental amounts were reduced to the annual principal and interest payment due in each twelve month period rounded upward to the next $1,000 plus $5,000 for payment of fiscal agency charges, payable in equal semiannual installments. The Lease Rental schedule is based on the bond amortizations schedule on page B-10.

Comparison of Estimated Additional LIT Revenues and Estimated Lease Rentals - Page B-12

This schedule shows the comparison of the estimated annual Additional LIT Revenues with the estimated annual Lease Rentals on the Bonds. The estimated annual Additional LIT Revenues are anticipated to provide coverage on the Bonds of approximately 154%.

*Preliminary, subject to change.

FOUNTAIN COUNTY, INDIANA

ESTIMATED PROJECT COSTS AND FUNDING

Estimated Project Costs*:

Net proceeds available for projects	$15,364,079
Capitalized Interest Expense through January 15, 2020	782,860
Allowance for Underwriter's discount	144,700
Allowance for bond issuance costs and contingencies	278,361
Total Estimated Project Costs	$16,570,000

Estimated Project Funding*:

Lease Rental Bonds, Series 2018*	$14,470,000
Cash on hand	2,100,000
Total Estimated Project Funding	$16,570,000

*Preliminary, subject to change.

(Subject to the comments in the attached Report
dated May 7, 2018)

FOUNTAIN COUNTY, INDIANA

PRELIMINARY AMORTIZATION OF $14,470,000* PRINCIPAL AMOUNT OF LEASE RENTAL BONDS, SERIES 2018

Assumes Bonds dated May 30, 2018

Bond Payment Date	Principal Outstanding	Principal	Assumed Interest Rates	Estimated Interest	Estimated Capitalized Interest	Estimated Total Debt Service	Estimated Bond Year Debt Service
1/15/2019	$14,470,000			$301,100.00	($301,100.00)	$0.00	$0.00
7/15/2019	14,470,000			240,880.00	(240,880.00)	0.00	
1/15/2020	14,470,000			240,880.00	(240,880.00)	0.00	0.00
7/15/2020	14,470,000	$305,000	2.30%	240,880.00		545,880.00	
1/15/2021	14,165,000	310,000	2.30%	237,372.50		547,372.50	1,093,252.50
7/15/2021	13,855,000	310,000	2.45%	233,807.50		543,807.50	
1/15/2022	13,545,000	320,000	2.45%	230,010.00		550,010.00	1,093,817.50
7/15/2022	13,225,000	320,000	2.60%	226,090.00		546,090.00	
1/15/2023	12,905,000	325,000	2.60%	221,930.00		546,930.00	1,093,020.00
7/15/2023	12,580,000	330,000	2.75%	217,705.00		547,705.00	
1/15/2024	12,250,000	335,000	2.75%	213,167.50		548,167.50	1,095,872.50
7/15/2024	11,915,000	340,000	2.90%	208,561.25		548,561.25	
1/15/2025	11,575,000	345,000	2.90%	203,631.25		548,631.25	1,097,192.50
7/15/2025	11,230,000	350,000	3.00%	198,628.75		548,628.75	
1/15/2026	10,880,000	355,000	3.00%	193,378.75		548,378.75	1,097,007.50
7/15/2026	10,525,000	360,000	3.10%	188,053.75		548,053.75	
1/15/2027	10,165,000	365,000	3.10%	182,473.75		547,473.75	1,095,527.50
7/15/2027	9,800,000	370,000	3.20%	176,816.25		546,816.25	
1/15/2028	9,430,000	375,000	3.20%	170,896.25		545,896.25	1,092,712.50
7/15/2028	9,055,000	380,000	3.30%	164,896.25		544,896.25	
1/15/2029	8,675,000	390,000	3.30%	158,626.25		548,626.25	1,093,522.50
7/15/2029	8,285,000	395,000	3.35%	152,191.25		547,191.25	
1/15/2030	7,890,000	400,000	3.35%	145,575.00		545,575.00	1,092,766.25
7/15/2030	7,490,000	405,000	3.40%	138,875.00		543,875.00	
1/15/2031	7,085,000	415,000	3.40%	131,990.00		546,990.00	1,090,865.00
7/15/2031	6,670,000	420,000	3.50%	124,935.00		544,935.00	
1/15/2032	6,250,000	430,000	3.50%	117,585.00		547,585.00	1,092,520.00
7/15/2032	5,820,000	435,000	3.60%	110,060.00		545,060.00	
1/15/2033	5,385,000	445,000	3.60%	102,230.00		547,230.00	1,092,290.00
7/15/2033	4,940,000	455,000	3.70%	94,220.00		549,220.00	
1/15/2034	4,485,000	460,000	3.70%	85,802.50		545,802.50	1,095,022.50
7/15/2034	4,025,000	470,000	3.75%	77,292.50		547,292.50	
1/15/2035	3,555,000	480,000	3.75%	68,480.00		548,480.00	1,095,772.50
7/15/2035	3,075,000	490,000	3.80%	59,480.00		549,480.00	
1/15/2036	2,585,000	495,000	3.80%	50,170.00		545,170.00	1,094,650.00
7/15/2036	2,090,000	510,000	3.85%	40,765.00		550,765.00	
1/15/2037	1,580,000	515,000	3.85%	30,947.50		545,947.50	1,096,712.50
7/15/2037	1,065,000	530,000	3.95%	21,033.75		551,033.75	
1/15/2038	535,000	535,000	3.95%	10,566.25		545,566.25	1,096,600.00
Totals		$14,470,000		$6,011,983.75	($782,860.00)	$19,699,123.75	$19,699,123.75

*Preliminary, subject to change.

(Subject to the comments in the attached Report dated May 7, 2018)

FOUNTAIN COUNTY, INDIANA

ESTIMATED ANNUAL LEASE RENTAL PAYMENTS

Debt Service Payment Dates	Lease Payment Dates	Estimated Lease Rental Annual	Estimated Lease Rental Semiannual
01/15/19	01/01/19	$0	$0
07/15/19	07/01/19		0
01/15/20	01/01/20	0	0
07/15/20	07/01/20		549,500
01/15/21	01/01/21	1,099,000	549,500
07/15/21	07/01/21		549,500
01/15/22	01/01/22	1,099,000	549,500
07/15/22	07/01/22		549,500
01/15/23	01/01/23	1,099,000	549,500
07/15/23	07/01/23		550,500
01/15/24	01/01/24	1,101,000	550,500
07/15/24	07/01/24		551,500
01/15/25	01/01/25	1,103,000	551,500
07/15/25	07/01/25		551,500
01/15/26	01/01/26	1,103,000	551,500
07/15/26	07/01/26		550,500
01/15/27	01/01/27	1,101,000	550,500
07/15/27	07/01/27		549,000
01/15/28	01/01/28	1,098,000	549,000
07/15/28	07/01/28		549,500
01/15/29	01/01/29	1,099,000	549,500
07/15/29	07/01/29		549,000
01/15/30	01/01/30	1,098,000	549,000
07/15/30	07/01/30		548,000
01/15/31	01/01/31	1,096,000	548,000
07/15/31	07/01/31		549,000
01/15/32	01/01/32	1,098,000	549,000
07/15/32	07/01/32		549,000
01/15/33	01/01/33	1,098,000	549,000
07/15/33	07/01/33		550,500
01/15/34	01/01/34	1,101,000	550,500
07/15/34	07/01/34		550,500
01/15/35	01/01/35	1,101,000	550,500
07/15/35	07/01/35		550,000
01/15/36	01/01/36	1,100,000	550,000
07/15/36	07/01/36		551,000
01/15/37	01/01/37	1,102,000	551,000
07/15/37	07/01/37		551,000
01/15/38	01/01/38	1,102,000	551,000
		$19,798,000	$19,798,000

(Subject to the comments in the attached Report
dated May 7, 2018)

FOUNTAIN COUNTY, INDIANA

COMPARISON OF ESTIMATED REVENUES AND LEASE RENTALS

Taxes Payable Year	Estimated Special Income Tax Revenue	Proposed 2018 Annual Lease Rentals	Estimated Revenues Remaining		Coverage
	(1)	(2)			
2018	$1,690,434		$1,690,434	(3)	N/A
2019	1,690,434		1,690,434	(3)	N/A
2020	1,690,434	($1,099,000)	591,434		154%
2021	1,690,434	(1,099,000)	591,434		154%
2022	1,690,434	(1,099,000)	591,434		154%
2023	1,690,434	(1,101,000)	589,434		154%
2024	1,690,434	(1,103,000)	587,434		153%
2025	1,690,434	(1,103,000)	587,434		153%
2026	1,690,434	(1,101,000)	589,434		154%
2027	1,690,434	(1,098,000)	592,434		154%
2028	1,690,434	(1,099,000)	591,434		154%
2029	1,690,434	(1,098,000)	592,434		154%
2030	1,690,434	(1,096,000)	594,434		154%
2031	1,690,434	(1,098,000)	592,434		154%
2032	1,690,434	(1,098,000)	592,434		154%
2033	1,690,434	(1,101,000)	589,434		154%
2034	1,690,434	(1,101,000)	589,434		154%
2035	1,690,434	(1,100,000)	590,434		154%
2036	1,690,434	(1,102,000)	588,434		153%
2037	1,690,434	(1,102,000)	588,434		153%
Totals	$33,808,680	($19,798,000)	$14,010,680		

(1) Based on the State Budget Agency 2018 Certified Local Income Tax Distributions.

(2) See page B-10.

(3) Assumes distribution received in 2018 and the first three months of 2019 is applied toward the funding of the project.

(Subject to the comments in the attached Report dated May 7, 2018)

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APPENDIX C

SUMMARY OF THE LEASE

The following is a summary of certain provisions of the Lease and does not purport to comprehensively describe that document in its entirety. Capitalized terms not defined in this summary or in this Official Statement shall have the definitions set forth in the Lease.

Acquisition and Construction of the Leased Premises

The Corporation is to cause the Leased Premises (as defined in the Lease) to be acquired in accordance with the contract documents and the plans and specifications which have been prepared by or at the direction of the Corporation and approved by the Lessee and applicable agencies. The plans and specifications may be changed at any time prior to the completion of the Leased Premises, but only with the approval of the County, except that such changes may not alter the character of the buildings or reduce the value thereof.

Lease Term and Lease Rental

The Lease is for a twenty-two (22) year term which commences no earlier than the date the Project is completed and available for use and occupancy and expires on the day prior to the date which is twenty-two (22) years later. By each payment date, the County is to pay the installments of lease rental ("Lease Rental") due under the Lease. The first Lease Rental payment shall be due on the later of the date the Leased Premises are completed and ready for use and occupancy, or July 1, 2020. If the completion date is later than July 1, 2020, the first Lease Rental payment shall be for an amount calculated at the annual rate from the date of payment to the next January 1 or July 1. Thereafter, Lease Rentals shall be payable in advance in semiannual installments of $600,000 on January 1 and July 1 of each year. The lease rental shall be reduced following the sale of the Corporation’s Bonds to an amount equal to the multiple of $1,000 next higher than the sum of principal and interest due on such bonds in each twelve-month period ending on January 15 (bond year) plus $5,000, payable in semiannual installments commencing no earlier than the later of the date or dates the Leased Premises are ready for use and occupancy or July 1, 2020. Such amount of reduced annual rental shall be endorsed at the end of the Lease by the parties thereto as soon as can be done after the sale of the Bonds. The endorsement shall be recorded as an addendum to the Lease.

Sources of Lease Rental Payments

The Lease Rentals shall be payable out of the Additional LIT Revenues, and, to the extent the Additional LIT Revenues are not sufficient, from an ad valorem property tax levied and collected on all taxable property in the County as further provided in the Lease.

Maintenance, Alterations and Repairs

The County assumes all responsibility for the maintenance, repairs, and alterations to the Lease Premises. Subject to the provisions of the Lease, at the end of the Lease Term, the County shall deliver the Leased Premises to the Corporation in as good condition as at the beginning of the Lease Term, reasonable wear and tear only excepted.

Insurance

The County is required to carry, at its own expense, property insurance on the Leased Premises against physical loss or damage to the Leased Premises, however caused, with such exceptions only as are ordinarily required by insurers of buildings or facilities of a similar type, in an amount equal to 100% of the full replacement cost of the Leased Premises. Any property insurance policy shall be so written or endorsed as to make any losses payable to the Corporation or to such other person or persons as the Corporation under the Lease may designate.

During the full term of the Lease, the County is required to maintain, at its own expense, rent or rental value insurance in an amount equal to the full rental value of the Leased Premises for a period of two years. The insurance will protect against physical losses or damages similar to those covered under the property insurance policy held by the County.

During the full term of the Lease, the County is also required to carry, at its own expense, combined bodily injury insurance, including accidental death and property damage, with reference to the Leased Premises in an amount not less than $3,000,000. The liability insurance may be by blanket insurance policy or policies.

Damage, Destruction or Condemnation

If the Leased Premises are partially or totally destroyed, whether by fire or other casualty, or is taken under the exercise of eminent domain, at any time during the term of the Lease, the Corporation is to promptly rebuild and restore the portion of the Leased Premises damaged or destroyed, however the Corporation is not obligated to spend more on such restoration or rebuilding than either (1) the amount of proceeds received from the insurance proceeds or (2) the condemnation proceeds received by the Corporation, as applicable.

Rent Abatement and Rental Value Insurance

If the Leased Premises or a portion thereof are damaged or destroyed or is taken under the exercise of the power of eminent domain and there is insurance on the Leased Premises and the rental value thereof, the Lease Rental payable by the County shall be abated or reduced. The Lease Rental shall be abated during that portion of the Lease term that the Leased Premises is unfit for use or unavailable for use and occupancy. Such abatement shall be in proportion to the percentage of floor area of the Leased Premises so unfit or unavailable for occupancy.

Additional Rental

The County is required to pay, as further rent, taxes and assessments assessed or levied against or with respect to the Leased Premises. The County may, at its own expense, in good faith contest any such taxes and assessments. The County shall pay as further rental, the amount calculated by or for the Corporation as the amount required to be rebated or paid as a penalty in lieu of rebate as set forth in the Lease.

Events of Default

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

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

(b) Failure to observe any other covenant, agreement or condition under the Lease, and such default shall continue for sixty (60) days after written notice to correct the same.

Remedies

On the occurrence of an event of default under the Lease, the Corporation may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained therein, or for the enforcement of any other appropriate legal or equitable remedy; or the Corporation, at its option, without further notice, may terminate the estate and interest of the County under the Lease, and it shall be lawful for the Corporation forthwith to resume possession of the Leased Premises and the County covenants to surrender the same forthwith upon demand. The exercise by the Corporation of the right to terminate the Lease shall not release the County from the performance of any obligation thereof maturing prior to the Corporation's actual entry into possession. No waiver by the Corporation of any right to terminate the Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

Option to Purchase

The County has the option to purchase the Leased Premises on any date, upon sixty (60) days' notice to the Corporation, at a price which is sufficient to allow the Corporation to liquidate by paying or providing for the payment in full of the then outstanding bonds pursuant to the redemption provisions contained in the Trust Indenture.

Option to Renew

The County has an option to renew the Lease for a further like or lesser term upon the same terms and conditions provided in the Lease.

Parity Obligations

The County reserves the right to issue additional obligations, or enter into leases, payable from the Additional LIT Revenues upon compliance with the requirements for issuing additional obligations contained in the Lease.

APPENDIX D

SUMMARY OF CERTAIN PROVISIONS OF THE TRUST INDENTURE

The following is a brief summary of certain provisions of the Trust Indenture ("Indenture") and does not purport to describe comprehensively that document in its entirety. Capitalized terms not defined in this summary or elsewhere in this Official Statement shall have the definitions set forth in the Indenture.

Application of Bond Proceeds

Proceeds in an amount equal to interest on the Bonds through and including January 15, 2020, will be deposited in the Bond Interest Account of the Construction Fund to pay capitalized interest on the Bonds. Proceeds in an amount equal to the costs of issuance of the Bonds will be deposited in the Bond Issuance Expense Account of the Construction Fund. The remaining proceeds of the Bonds will be deposited in the Construction Account of the Construction Fund and used to pay costs of issuance.

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

There are created under the Indenture the following funds: (1) Fountain County Building Corporation Construction Fund ("Construction Fund"); (2) Fountain County Building Corporation Sinking Fund ("Sinking Fund"); (3) Fountain County Building Corporation Operation and Reserve Fund ("Operation and Reserve Fund"); and (4) Fountain County Building Corporation Rebate Fund.

The Construction Fund will be used to finance the Project, to pay costs of issuance of the Bonds and to pay interest on the Bonds during construction. Any moneys remaining in the Construction Fund one year after completion of the Project (except for 150% of the amount of any disputed claims or work to be repaired), will be transferred to the Sinking Fund.

The Trustee shall deposit in the Sinking Fund, from each lease rental payment received, the lesser of: (1) all of such rental payment; or (2) an amount which, when added to the amount already on deposit, equals the sum of (a) the unpaid interest on the Bonds due on, before, or within twenty (20) days after the date such rental payment becomes due, plus (b) the unpaid principal or mandatory sinking fund redemption due on the Bonds on, before, or within twenty (20) days from the date of such rental payment becomes due. Any portion of a rental payment remaining after such deposit and any receipts from sales of personal property shall be deposited by the Trustee in the Operation and Reserve Fund. The Trustee shall from time to time pay from the Sinking Fund the principal of the Bonds at maturity or upon mandatory redemption and the interest as it becomes due.

The Operation and Reserve Fund shall be used only: (a) to pay necessary incidental expenses of the Corporation; (b) to pay any rebate or penalty; (c) if the Bonds are called for redemption, to pay the principal, interest, and redemption premiums; (d) if the amount in the Sinking Fund at any time is less than the required amount, to transfer funds to the Sinking Fund in an amount sufficient to raise the amount in the Sinking Fund to the required amount; (e) the cost of the County complying with any Continuing Disclosure Undertaking with respect to the Bonds; and (f) to purchase Bonds in the open market. The incidental expenses may be paid by the Trustee upon the presentation of an affidavit executed by two officers of the Corporation or the Lessor Representative together with the creditor's statement as to the amount owing.

The Rebate Fund shall be used to pay rebate in order to maintain the exclusion of interest on the Bonds from gross income for federal tax purposes or to pay the penalty required by Section 148(f)(4)(C)(vii) of the Code. The Trustee shall deposit the required amounts from the Construction Fund, the Operation and Reserve Fund or investment earnings on the Sinking Fund.

Whenever the amounts contained in the Sinking Fund and the Operation and Reserve Fund are sufficient together with all other funds deposited with the Trustee by the Corporation (other than amounts deposited to the Rebate Fund), to redeem with any applicable premium, upon the next redemption date, all the Bonds secured by the Indenture then outstanding, the Trustee shall apply the amounts in such Funds to the redemption of the Bonds pursuant to the Indenture.

Investment of Funds

Any income or interest realized upon any such investment during construction shall be deposited in the Construction Account of the Construction Fund. After the filing of the Affidavit of Completion, the interest earnings shall be credited to the Fund or Account from which the moneys were invested. Securities purchased with moneys from the Sinking Fund and the Rebate Fund shall mature prior to the time the moneys invested will be needed to pay the amounts which must be paid from such funds. Moneys in the Construction Fund, Sinking Fund and Rebate Fund shall be invested without restriction as to yield during an applicable temporary period pending their use.

Covenants

The Corporation covenants, among other things that:

(a) it has entered into a valid and binding lease of the Project to the County, and that a full, true, and correct copy of the Lease is on file with the Trustee;

(b) it will construct the Project in accordance with plans and specifications as approved by the County and will not authorize any changes in the plans and specifications unless all of the following exist: (i) the proposed changes are approved by the County, and if the proposed changes will increase the original cost of the Project by an amount exceeding $100,000, they are approved by the Original Purchaser of the Bonds, or if the purchaser is more than one investment house, by the manager of such syndicate; (ii) the proposed changes will not alter the character of the Project nor reduce its value; and (iii) the proposed changes will not increase the cost of the Project in an amount exceeding the uncommitted funds of the Corporation, which are not required of completion of the Project, interest on the Bonds during construction, and the payment of incidental expenses;

(c) it will faithfully perform all provisions contained in each Bond and the Indenture and will punctually pay the principal of, premium, if any, and interest on the Bonds;

(d) it will promptly make, execute, and deliver all indentures supplemental to the Indenture and to take all action deemed advisable and necessary by the Trustee for the better securing of the Bonds;

(e) it now has or will obtain the interests in the property described in the Lease;

(f) it will maintain the priority of the lien created under the Indenture;

(g) it will maintain proper books of record and account and: (i) at such times as the Trustee shall reasonably request, furnish statements showing earnings, expenses, and financial condition of the Corporation; (ii) from time to time furnish to the Trustee such information as to the property of the Corporation as the Trustee shall reasonably request; and (iii) within 90 days of the end of each calendar year, file with the Trustee, a certificate signed by officers of the Corporation or the Lessor Representative stating that all insurance premiums required under the Indenture have been paid by the Corporation and that all taxes then due have been paid, subject to permissible contest;

(h) except as permitted by the Indenture, it will not incur any indebtedness other than the Bonds permitted by the Indenture as long as the Bonds are outstanding;

(i) upon any default in the payment of any lease rental payments as provided in the Lease under which such lease rental payment is due, it will file a suit to mandate the collection and distribution of the Additional LIT Revenues pursuant to the Lease and, to the extent the Additional LIT Revenues are not sufficient, levy and collect an ad valorem property tax on all taxable property in the County; and

(j) upon the request of any Bondholder, it will request from the County the current financial statements of the County for review by the Bondholder.

<u>Tax Covenants</u>

In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the Corporation represents, covenants, and agrees that:

(a) No Bond proceeds will be loaned to any nongovernmental entity or person. No Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond proceeds.

(b) The Corporation will, to the extent necessary to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, rebate all required arbitrage profits on Bond proceeds or other moneys treated as Bond proceeds or pay the penalty in lieu of rebate to the United States of America and will set aside such moneys in the Rebate Fund to be held by the Trustee in trust for such purpose.

(c) The Corporation will not take any action nor fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code, nor will the Corporation act in any other manner which would adversely affect such exclusion.

Insurance

The Corporation has covenanted that during construction of the Project, it will carry or cause other persons to carry the following kinds of insurance: (a) builder's risk insurance against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of buildings or facilities of a similar type, in the amount of 100% of the full replacement value of the Project; and (b) liability insurance for bodily injury and property damage in an amount not less than Three Million Dollars for combined bodily injury and property damage.

The Corporation also covenants that all contracts for the construction of the Project will or do require the contractor to carry Worker's Compensation insurance.

The proceeds of any insurance shall be applied by the Trustee to the repair, replacement, or reconstruction of any damaged or destroyed property. In addition, the Trustee may repair or replace the Project if the Corporation fails to do so. If, at any time, the Project is totally or substantially destroyed, and the amount of insurance money received on account thereof by the Trustee is sufficient to redeem all of the outstanding Bonds, and such Bonds are subject to redemption, the Corporation, with the written approval of the County, may direct the Trustee to use the money for the purpose of calling for redemption all of the Bonds issued and then outstanding under the Indenture at the then current redemption price.

Events of Default and Remedies

Events of default under the Indenture include: (a) failure to pay the principal of any of the Bonds; (b) failure to pay interest on the Bonds as it becomes due and payable; (c) occurrence of certain events of bankruptcy or insolvency of the Corporation, default in the performance or observance of any other of the covenants, agreements of conditions by the Corporation under the Indenture and the continuance of such default for sixty (60) days after written notice; (d) failure of the Corporation to bring suit to mandate the appropriate officials of the County to collect, distribute and use the Additional LIT Revenues and, to the extent the Additional LIT Revenues are not sufficient, to levy and collect an ad valorem property tax on all property in the County, to pay lease rentals when due under the Lease; and (e) nonpayment of the Lease Rental within sixty (60) days after it is due as provided under the Lease.

Upon the occurrence of one or more events of default, the Corporation, upon demand of the Trustee, shall forthwith surrender the possession of the property and the Trustee may take possession of all the Leased Premises (as defined in the Indenture) and hold, operate and manage the same for the purpose of insuring payments on the Bonds until the event of default has been cured.

Upon the occurrence of one or more events of default, the Trustee may, and shall upon written request of the holders of at least twenty-five percent (25%) in principal amount of the Bonds then outstanding, pursue any available remedy by suit at law or in equity, whether for specific performance of any covenant or agreement contained in the Indenture or in aid of any power granted therein.

No owner or owners of any of the Bonds shall have the right to institute any proceeding in law or in equity, or for the appointment of a receiver, or for any other remedy under the Indenture without complying with the provisions of the Indenture.

Additional Bonds

Additional bonds may be issued on a parity with the Bonds subject to the terms and limitations of the Indenture. Additional bonds shall be limited to amounts which can be repaid, along with the Bonds, from Lease Rentals paid by the County pursuant to the Lease. The Lease Rental pursuant to the Lease is limited as stated therein.

Supplemental Indentures

The Corporation and the Trustee may, from time to time and at any time, enter into supplemental indentures: (i) to cure any ambiguity or formal defect or omission in the Indenture; and (ii) to grant to the Trustee for the benefit of such holders any additional rights, remedies, powers, authority, or security that may be lawfully granted; or (iii) to provide for the issuance of additional parity bonds as provided in the Indenture.

The holders of not less than 66-2/3% in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time except when contrary to the Indenture, to approve the execution by the Corporation and the Trustee of such supplemental indentures, except no supplemental indenture shall permit:

(a) An extension of the maturity of the principal of or interest on any Bond;

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

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

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

(e) A reduction in the aggregate principal amount of the Bonds required for consent to supplemental indentures.

If the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Bonds outstanding at the time of the execution of such supplemental indenture shall have consented to and approved the execution thereof as provided in the Indenture, no owner of any Bond shall have any right to object to the execution of such supplemental indenture or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Corporation from executing the same, or from taking any action pursuant to the provisions thereof.

Upon the execution of any supplemental indenture pursuant to the provisions of the Indenture, the Indenture shall be, and shall be deemed, modified, and amended in accordance therewith, and the respective rights, duties, and obligations under the Indenture of the Corporation, the Trustee, and all owners of Bonds then outstanding shall thereafter be determined, exercised, and enforced hereunder, subject in all respects to such modifications and amendments.

Possession Until Default, Defeasance, Payment, Release

While in possession of the Leased Premises, and while not in default under the Indenture, the Corporation shall have the right at all times to alter, change, add to, repair, or replace any of the property constituting a part of the Project so long as the value of the Project and the security of the Bonds shall not be substantially impaired to reduced.

The Corporation may pay and discharge any Bond or portion thereof outstanding by:

(a) paying the whole amount of the principal and interest and the premium, if any, due and payable upon the Bond or Bonds then outstanding; or

(b) depositing with the Trustee (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, in amounts sufficient to pay or redeem the Bonds to be defeased.

If the whole amount of the principal, premium, if any, and interest so due and payable upon all of the Bonds then outstanding shall be paid or provision made for payment, then the right, title and interest of the Trustee shall thereupon cease, terminate and become void. Upon termination of the Trustee's title, the Trustee shall release the Trust Indenture and return to the Corporation any surplus in the Sinking Fund and Operation and Reserve Fund and any other funds other than moneys held for redemption or payment of Bonds.

APPENDIX E

FORM OF BOND COUNSEL OPINION

Upon delivery of the Bonds in definitive form, Ice Miller LLP, Bond Counsel, proposes to render the following opinion with respect to the Bonds substantially in the form set forth below.

__________, 2018

____
____

Re: Fountain County Building Corporation
Lease Rental Bonds, Series 2018
Total Issue: $__________
Original Date: __________, 2018

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Fountain County Building Corporation ("Issuer") of $__________ of its Lease Rental Bonds, Series 2018 ("Bonds"), issued pursuant to IC 5-1-14, IC 6-3.6-7-8.5 and IC 36-1-10 (collectively, "Act") and a Trust Indenture, dated as of May 1, 2018 ("Indenture"), between the Issuer and ____________________________, located in _______________, Indiana, as Trustee ("Trustee"). We have examined the law, the certified transcript of proceedings and other papers as we deem necessary to render this opinion.

We have relied upon the certified transcript of proceedings and other certificates of public officials furnished to us, including the Issuer's and Fountain County, Indiana's ("County") tax covenants and representations (collectively, "Tax Representations"), and we have not undertaken to verify any facts by independent investigation.

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

1. The lease between the Issuer, as lessor, and the County, as lessee, dated as of February 5, 2018 ("Lease"), has been duly entered into in accordance with the provisions of the Act, and is a valid and binding lease, enforceable against the Issuer and the County in accordance with its terms. Lease rentals ("Lease Rentals"), together with any additional obligations on a parity therewith hereafter issued, are payable from a pledge of the County's additional local income tax rate imposed and collected pursuant to IC 6-3.6-7-8.5 ("Additional LIT Revenues"), and investment earnings thereon and, to the extent the Additional LIT Revenues are not sufficient, from an ad valorem property tax levied on all taxable property in the County; however, the County's collection of the levy may be limited by operation of IC 6-1.1-20.6, which provides taxpayers with a tax credit for all property taxes attributable to different classes of property in an amount that exceeds certain percentages of the gross assessed value of that

property. The Issuer may not increase its property tax levy or borrow money to make up any shortfall due to the application of this tax credit. Lease rentals commence on the later of the date the Project (as defined in the Lease) is completed and available for use or July 1, 2020.

2. The Issuer has duly authorized, sold, executed and delivered the Bonds and has duly authorized and executed the Indenture securing the Bonds. The Bonds are the valid and binding limited obligations of the Issuer enforceable in accordance with their terms, and are payable from and secured by the trust estate described in the Indenture.

3. Under statutes, decisions, regulations and rulings existing on this date, the interest on the Bonds is exempt from income taxation in the State of Indiana ("State"). This opinion relates only to the exemption of interest on the Bonds from State income taxation.

4. Under federal statutes, decisions, regulations and rulings existing on this date, the interest on the Bonds is excludable from gross income for purposes of federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended, is not a specific preference item for purposes of the federal alternative minimum tax, but it is included in adjusted current earnings in calculating corporate alternative minimum taxable income for taxable years that began prior to January 1, 2018. This opinion is conditioned on continuing compliance by the Issuer with its Tax Representations. Failure to comply with the Tax Representations could cause interest on the Bonds to lose the exclusion from gross income for purposes of federal income taxation retroactive to the date of issuance of the Bonds.

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

It is to be understood that the rights of the owners of the Bonds, and the enforceability thereof, may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that the enforcement of the Bonds may be subject to the exercise of judicial discretion in accordance with general principles of equity. It is to be further understood that the rights of the owners of the Bonds, and the enforceability thereof may be subject to the valid exercise of the constitutional powers of the State of Indiana and the United States of America.

Very truly yours,

APPENDIX F

CONTINUING DISCLOSURE UNDERTAKING CERTIFICATE

This CONTINUING DISCLOSURE UNDERTAKING CERTIFICATE ("Certificate") is made as of ________________, 2018, by Fountain County, Indiana, a political subdivision of the State of Indiana ("Obligor"), for the purpose of permitting _________________ ("Underwriter") to purchase the Fountain County Building Corporation's ("Corporation") $_____________ of Lease Rental Bonds, Series 2018, dated ________________, 2018 ("Bonds"), issued pursuant to a Trust Indenture dated as of May 1, 2018, between the Corporation and __________________, as trustee ("Trust Indenture"), in compliance with the Securities and Exchange Commission ("SEC") Rule 15c2-12 ("SEC Rule") as published in the Federal Register on November 17, 1994.

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

WHEREAS, pursuant to the Lease Agreement, dated as of February 5, 2018, between the Corporation, as lessor, and the Obligor, as lessee ("Lease"), the Obligor is required to pay lease rentals, which rentals will be used to pay the principal and interest due on the Bonds; and

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

WHEREAS, the Underwriter, by its agreement to purchase the Bonds, accepts and assents to this Certificate and the exchange of such purchase and acceptance for the promises of Obligor contained herein, and hereby assigns all its rights hereunder, as promisee, to the holders of the Bonds;

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

Section 1. Definitions. The words and terms defined in this Certificate shall have the meanings herein specified unless the context or use clearly indicates another or different meaning or intent. Those words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization, shall have the meanings assigned to them in the SEC Rule.

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

(2) "EMMA" is Electronic Municipal Market Access System established by the Municipal Securities Rulemaking Board.

(3) "Final Official Statement" means the Official Statement, dated as of ________________, 2018, relating to the Bonds, including any document included by specific reference to such document filed with the MSRB.

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

Section 2. Term. The term of this Agreement is from the date of delivery of the Bonds by the Obligor to the earlier of (i) the date of the last payment of principal or redemption price, if any, of, and interest to accrue on, all the Bonds, or (ii) the date the Bonds are defeased under the Trust Indenture, or (iii) the date of rescission as described in Section 9.

Section 3. Obligated Persons. The Obligor hereby represents and warrants as of the date hereof that it is the only Obligated Person with respect to the Bonds. If the Obligor is no longer committed by contract or other arrangement to support payment of the Bonds, such person shall no longer be considered an Obligated Person within the meaning of the SEC Rule and the continuing obligation under this Certificate to provide annual financial information and notices of events shall terminate with respect to such person.

Section 4. Provision of Financial Information. (a) The Obligor hereby undertakes to provide, with respect to the Bonds, the following annual financial information, in each case (i) in an electronic format as prescribed by the MSRB and (ii) accompanied by identifying information as prescribed by the MSRB:

(1) To the MSRB, the report of the Indiana State Board of Accounts ("SBOA"), which may consist of either the Independent Accountant's Report or the Independent Auditor's Report, and the financial statements of the Obligor, as audited or examined by the SBOA, on an annual basis for each fiscal year, together with the opinion of the SBOA and all notes thereto (collectively, the "SBOA Report"), by the June 30 immediately following each annual period. Such disclosure of SBOA Report shall first occur by June 30, 2019, and shall be made by June 30 of every year thereafter, if the SBOA Report is delivered to the Obligor by June 30 of each annual period. If, however, the Obligor has not received the SBOA Report by such June 30 annual date, the Obligor agrees to (i) post a voluntary notice to the MSRB by June 30 of such annual period that the SBOA Report has not been received, and (ii) post the SBOA Report within 60 days of the Obligor's receipt thereof; and

(2) To the MSRB, no later than June 30 of each year, beginning June 30, 2018, the most recent annual financial information for the Obligor including (i) unaudited financial statements of the Obligor, and (ii) operating data (excluding any demographic information or forecast) of the general type included under the following headings in Appendix A **[**and **___]** in the Final Official Statement (together, with the SBOA Report, the "Annual Information"), provided, however, that the updated Annual Information may be provided in such format as the Obligor deems appropriate:

[APPENDIX A

GENERAL ECONOMIC AND FINANCIAL INFORMATION
- Schedule of Historical Net Assessed Valuation
- Detail of Net Assessed Valuation
- Comparative Schedule of Tax Rates
- Property Taxes Levied and Collected
- Large Taxpayers
- Statement of Receipts and Disbursements

APPENDIX ______]

(b) If any Annual Information relating to the Obligor referred to in paragraph (a) of this Section 4 no longer can be provided because the operations to which they related have been materially changed or discontinued, a statement to that effect, provided by the Obligor to the MSRB, along with any other Annual Information required to be provided under this Certificate, shall satisfy the undertaking to provide such Annual Information. To the extent available, the Obligor shall cause to be filed along with the other Annual Information, operating data similar to that which can no longer be provided.

(c) The disclosure may be accompanied by a certificate of an authorized representative of the Obligor in the form of <u>Exhibit A</u> attached hereto.

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

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

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

Section 5. <u>Accounting Principles</u>. The Obligor's financial statements will be prepared in accordance with financial reporting provisions as prescribed by the SBOA, as in effect from time to time, as described in the SBOA Report and notes accompanying the SBOA Report or those mandated by state law from time to time. The SBOA Report, as described in Section 4(a)(1) hereof, is either (i) an audit of the Obligor's financial statements conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, or (ii) an examination conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants.

Section 6. Reportable Events. The Obligor undertakes to disclose the following events within 10 business days of the occurrence of any of the following events, if material (which determination of materiality shall be made by the Obligor in accordance with the standards established by federal securities laws), to the MSRB, in each case (i) in an electronic format as prescribed by the MSRB and (ii) accompanied by identifying information as prescribed in MSRB:

(1) non-payment related defaults;

(2) modifications to rights of Bondholders;

(3) bond calls;

(4) release, substitution or sale of property securing repayment of the Bonds;

(5) the consummation of a merger, consolidation, or acquisition, or certain asset sales, involving the obligated person, or entry into or termination of a definitive agreement relating to the foregoing; and

(6) appointment of a successor or additional trustee or the change of name of a trustee.

The Obligor undertakes to disclose the following events, within 10 business days of the occurrence of any of the following events, regardless of materiality, to the MSRB, in each case (i) in an electronic format as prescribed by the MSRB and (ii) accompanied by identifying information as prescribed in MSRB:

(1) principal and interest payment delinquencies;

(2) unscheduled draws on debt service reserves reflecting financial difficulties;

(3) unscheduled draws on credit enhancements reflecting financial difficulties;

(4) substitution of credit or liquidity providers, or their failure to perform;

(5) defeasances;

(6) rating changes;

(7) adverse tax opinions or events affecting the status of the Bonds, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material events, notices or determinations with respect to the tax status of the Bonds;

(8) tender offers; and

(9) bankruptcy, insolvency, receivership or similar event of the obligated person.

The disclosure may be accompanied by a certificate of an authorized representative of the Obligor in the form of Exhibit B attached hereto.

Section 7. Use of Agent. The Obligor may, at its sole discretion, utilize an agent (the "Dissemination Agent") in connection with the dissemination of any information required to be provided by the Obligor pursuant to the SEC Rule and the terms of this Certificate. If a Dissemination Agent is selected for these purposes, the Obligor shall provide prior written notice thereof (as well as notice of replacement or dismissal of such agent) to EMMA, and the MSRB.

Further, the Obligor may, at its sole discretion, retain counsel or others with expertise in securities matters for the purpose of assisting the Obligor in making judgments with respect to the scope of its obligations hereunder and compliance therewith, all in order to further the purposes of this Certificate.

Section 8. Failure to Disclose. If, for any reason, the Obligor fails to provide the Annual Information as required by this Certificate, the Obligor shall provide notice of such failure in a timely manner to EMMA or to the MSRB, in the form of the notice attached as Exhibit C.

Section 9. Remedies.

(a) The purpose of this Certificate is to enable the Underwriter to purchase the Bonds by providing for an undertaking by the Obligor in satisfaction of the SEC Rule. This Certificate is solely for the benefit of (i) the Underwriter, and (ii) the Bondholders and creates no new contractual or other rights for, nor can it be relied upon by, the SEC, underwriters, brokers, dealers, municipal securities dealers, potential customers, other Obligated Persons or any other third party. The sole remedy against the Obligor for any failure to carry out any provision of this Certificate shall be for specific performance of the Obligor's disclosure obligations hereunder and not for money damages of any kind or in any amount or for any other remedy. The Obligor's failure to honor its covenants hereunder shall not constitute a breach or default of the Bonds, the Trust Indenture or any other agreement to which the Obligor is a party and shall not give rise to any other rights or remedies.

(b) Subject to paragraph (d) of this Section 9, in the event the Obligor fails to provide any information required of it by the terms of this Certificate, any holder of Bonds may pursue the remedy set forth in the preceding paragraph in any court of competent jurisdiction in the State of Indiana. An affidavit to the effect that such person is a holder of Bonds supported by reasonable documentation of such claim shall be sufficient to evidence standing to pursue this remedy.

(c) Subject to paragraph (d) of this Section 9, any challenge to the adequacy of the information provided by the Obligor by the terms of this Certificate may be pursued only by holders of not less than 25% in principal amount of Bonds then outstanding in any court of competent jurisdiction in the State of Indiana. An affidavit to the effect that such persons are holders of Bonds supported by reasonable documentation of such claim shall be sufficient to evidence standing to pursue the remedy set forth in the preceding paragraph.

(d) Prior to pursuing any remedy for any breach of any obligation under this Certificate, a holder of Bonds shall give notice to the Obligor, by registered or certified mail, of such breach and its intent to pursue such remedy. Thirty (30) days after the receipt of such notice, or upon earlier response from the Obligor to this notice indicating continued noncompliance, such remedy may be pursued under this Certificate if and to the extent the Obligor has failed to cure such breach.

Section 10. Modification of Certificate. The Obligor may, from time to time, amend or modify this Certificate without the consent of or notice to the holders of the Bonds if either (a)(i) such amendment or modification is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Obligor, or type of business conducted, (ii) this Certificate, as so amended or modified, would have complied with the requirements of the SEC Rule on the date hereof, after taking into account any amendments or interpretations of the SEC Rule, as well as any change in circumstances, and (iii) such amendment or modification does not materially impair the interests of the holders of the Bonds, as determined either by (A) nationally recognized bond counsel or (B) an approving vote of the holders of the Bonds pursuant to the terms of Article 11 of the Trust Indenture at the time of such amendment or modification; or (b) such amendment or modification (including an amendment or modification which rescinds this Certificate) is permitted by the SEC Rule, as then in effect.

Section 11. Interpretation Under Indiana Law. It is the intention of the parties hereto that this Certificate and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with, the laws of the State of Indiana.

Section 12. Severability Clause. In case any provision in this Certificate shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13. Successors and Assigns. All covenants and agreements in this Certificate made by the Obligor shall bind its successors, whether so expressed or not.

Section 14. Notices. All notices required to be given under this Certificate shall be made at the following addresses:

If to the Obligor:

Fountain County, Indiana
c/o County Auditor
301 4th Street
Covington, Indiana 47932

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

FOUNTAIN COUNTY, INDIANA

____
Commissioner

____
Commissioner

____
Commissioner

ATTEST:

____
Auditor

EXHIBIT A

CERTIFICATE RE: ANNUAL FINANCIAL INFORMATION DISCLOSURE

The undersigned, on behalf of the Fountain County Building Corporation, as the Obligor under the Continuing Disclosure Undertaking Certificate, dated ____________________, 2018 ("Certificate"), hereby certifies that the information enclosed herewith constitutes the Annual Information (as defined in the Certificate) which is required to be provided pursuant to Section 4(a) of the Certificate.

Dated: ___________________.

FOUNTAIN COUNTY, INDIANA

____
Commissioner

____
Commissioner

____
Commissioner

ATTEST:

____
Auditor

DO NOT EXECUTE – FOR FUTURE USE ONLY

EXHIBIT B

CERTIFICATE RE: REPORTABLE EVENT DISCLOSURE

The undersigned, on behalf of the Fountain County Building Corporation, as Obligor under the Continuing Disclosure Undertaking Certificate, dated _______________, 2018 ("Certificate "), hereby certifies that the information enclosed herewith constitutes notice of the occurrence of a reportable event which is required to be provided pursuant to Section 6 of the Certificate.

Dated: ____________________.

FOUNTAIN COUNTY, INDIANA

____
Commissioner

____
Commissioner

____
Commissioner

ATTEST:

____
Auditor

DO NOT EXECUTE – FOR FUTURE USE ONLY

EXHIBIT C

NOTICE TO MSRB OF FAILURE TO FILE INFORMATION

Notice is hereby given that the Fountain County Building Corporation ("Obligor") has not provided the Annual Information as required by Section 4(a) of the Continuing Disclosure Undertaking Certificate, dated as of ____________________, 2018.

Dated: ____________________

FOUNTAIN COUNTY, INDIANA

____
Commissioner

____
Commissioner

____
Commissioner

ATTEST:

____
Auditor

DO NOT EXECUTE – FOR FUTURE USE ONLY

APPENDIX G

APPENDIX G

This Appendix G assumes that (a) the winning bidder (the "Purchaser") is purchasing the Bonds as an Underwriter (as hereinafter defined) and is not purchasing the Bonds with the intent to hold the Bonds for its own account, and (b) Fountain County Building Corporation (the "Issuer") and the Purchaser shall agree to the process by which issue price will be established on the date of sale of the Bonds in the event that the Competitive Sale Requirements (as hereinafter defined) are not met. The Purchaser must agree to execute the applicable schedules depending on the sale results.

(a) By submitting a bid, the Purchaser agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at the Closing (as hereinafter defined) for the Bonds written evidence identifying the "Issue Price" as defined in the provisions of Treasury Regulation Section 1.148-1 ("Issue Price Rules") for the Bonds or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the Issuer and Bond Counsel. All actions to be taken by the Issuer to establish the Issue Price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified in the Official Statement (H.J. Umbaugh & Associates, Certified Public Accountants, LLP) and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(b) For purposes of this Appendix G, the Competitive Sale Requirements will be satisfied in accordance with the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (the "Competitive Sale Requirements") for purposes of establishing the Issue Price of the Bonds and will apply to the initial sale of the Bonds if the Issuer receives bids for the Bonds from at least three Underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds because:

(1) the Issuer shall disseminate the Notice of Intent to Sell Bonds (the "Notice") to potential Underwriters in a manner that is reasonably designed to reach potential underwriters;

(2) all bidders shall have an equal opportunity to bid; and

(3) the Issuer anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost) as set forth in the Notice (the requirements set forth in this paragraph (b), collectively, the "Competitive Sale Requirements").

Any bid submitted pursuant to the Notice shall be considered a firm offer for the purchase of the Bonds, as specified in the bid**.** If all of the Competitive Sale Requirements are satisfied, the Purchaser shall execute Schedule I if the Purchaser is purchasing the Bonds as an Underwriter.

(c) In the event that the Competitive Sale Requirements are not satisfied, the Issuer shall so advise the Purchaser and the Issuer and the Purchaser (the "Parties") agree to execute an agreement which will establish which method to determine Issue Price will be employed, a form of which is attached as Schedule II. The methods are as follows:

(1) General Rule

Issue Price will be established by the first price at which 10% of a maturity of the Bonds is sold to the Public (as hereinafter defined) (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity)(the "10% test").

Until the 10% test has been satisfied as to each maturity of the Bonds, the Purchaser agrees to promptly report to the Issuer the prices at which the unsold Bonds of that maturity have been sold to the Public. That reporting obligation shall continue, whether or not the Closing Date (as hereinafter defined) has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold;

\- OR -

(2) Hold the Price

Issue Price shall be established by applying the Hold the Price Rule (as defined below), which will allow the Issuer to treat the Initial Offering Price (as defined below) to the Public of each such maturity as of the Sale Date as the Issue Price of that maturity, provided the Purchaser agrees that it will neither offer nor sell these maturities to any person at a price that is higher than the Initial Offering Price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date on which the Purchaser has sold at least 10% of that maturity of the Bonds to the Public at a price that is no higher than the Initial Offering Price to the Public.

(the "Hold the Price Rule"). The Purchaser shall promptly advise the Issuer when it has sold 10% of a maturity to the Public at a price that is no higher than the Initial Offering Price to the Public, if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

(d) The Purchaser will be required to execute a certificate in the form of Schedule III if the Competitive Sale Requirements are not satisfied indicating that all of the requirements set forth in such certificate have been satisfied such as a certification to the effect that the Purchaser has offered or will offer the Bonds to the Public on or before the date of the award at the Initial Offering Price set forth in the bid submitted by the Purchaser. The Purchaser will also be required to provide a copy of the pricing wire or equivalent communication.

(e) By submitting a bid, each bidder acting as an Underwriter confirms that: (i) any agreement among Underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the Purchaser that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold, if and for so long as directed by the Purchaser and as set forth in the related pricing wires, and (ii) any agreement among Underwriters relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the Purchaser or such Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold, if and for so long as directed by the Purchaser or such Underwriter and as set forth in the related pricing wires.

(f) Sales of any Bonds to any person that is a related party to an Underwriter shall not constitute sales to the Public for purposes of this Appendix G. Further, for purposes of this Appendix:

(i) "Public" means any person other than an Underwriter or a related party,

(ii) "Underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public),

(iii) a purchaser of any of the Bonds is a "related party" to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other),

(iv) "Sale Date" means the date that the Bonds are awarded by the Issuer to the winning bidder,

(v) “Closing” and “Closing Date” mean the day the Bonds are delivered to the Purchaser and payment is made thereon to the Issuer, and

(vi) “Initial Offering Prices” means the respective initial offering prices of the Bonds offered by the Purchaser to the Public on or before the Sale Date as set forth in the pricing wire or equivalent communication for the Bonds provided to the Issuer by the Purchaser.

<u>Schedule I</u>
$14,470,000
Fountain County Building Corporation
Lease Rental Bonds, Series 2018
ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER] ("[SHORT NAME OF UNDERWRITER]"), hereby certifies as set forth below with respect to the sale of the above-captioned obligation (the "Bonds").

1. ***Reasonably Expected Initial Offering Price***.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. ***Defined Terms***.

(a) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(b) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale or exchange the Bonds. The Sale Date of the Bonds is May 16, 2018.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Section 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the [Tax Certificate] and with respect to compliance with the federal income tax rules affecting the Bonds, and by [BOND COUNSEL] in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038[-G][-GC][-TC], and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER], as [Underwriter]

By:__________________________________
Name:________________________________

Dated: [ISSUE DATE]

SCHEDULE A
EXPECTED OFFERING PRICES
(*Attached*)

SCHEDULE B
COPY OF UNDERWRITER'S BID
(*Attached*)

Schedule II

AGREEMENT TO ESTABLISH ISSUE PRICE

Fountain County Building Corporation (the "Issuer") offered its Lease Rental Bonds, Series 2018 (the Bonds") through a competitive offering in compliance with state law. For federal tax law purposes, Issue Price as defined in Treasury Regulations Section 1.148-1(f) (the "Issue Price Regulations") must be established by one of the methods set forth in Issue Price Regulations. One of the methods to establish Issue Price is to offer the Bonds to achieve a Competitive Sale as defined by the Issue Price Regulations by meeting specific requirements under the Issue Price Regulation. Although the Issuer achieved a competitive sale to comply with state law, one or more of the requirements for a Competitive Sale, for federal tax law purposes, was not achieved. The Issue Price Regulations provide if more than one rule for determining the Issue Price of the Bonds is available, the Issuer may select the rule it will use to determine the Issue Price of the Bonds.

On the date hereof, the Purchaser represents that the first price at which at least 10% of each maturity of the Bonds listed on Exhibit I was sold to the Public (as defined in Schedule A) is the respective price listed on Exhibit I. For the remaining maturities of the Bonds (the "Unsold Bonds") the Issuer has determined and the Purchaser agrees that Issue Price will be established as set forth in Schedule A as attached.

[PURCHASER]

By: ________________________________
Authorized Representative

Fountain County Building Corporation

By: ________________________________

SCHEDULE A

This Schedule A sets forth as of the date hereof, the agreement between Fountain County Building Corporation (the "Issuer") and ___________________(the "Purchaser") on the method by which Issue Price, as defined in Treasury Regulations Section 1.148-1(f) (the "Issue Price Regulations") for the Unsold Bonds (as defined in Schedule II) must be established (the "Agreement").

Based on the Agreement, the Issuer and the Purchaser have determined that Issue Price for the Unsold Bonds will be established by:

Check one, as applicable:

_______ (1) General Rule (the "10% test") set forth below in (1); or
_______ (2) "Hold the Price Rule" set forth below in (2).

SELECTION OF METHOD OF ISSUE PRICE ESTABLISHMENT

The methods are as follows:

(1) General Rule

Issue Price will be established by the first price at which 10% of a maturity of the Bonds is sold to the Public (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity).

Until the 10% test has been satisfied as to each maturity of the Bonds, the Purchaser agrees to promptly report to the Issuer the prices at which the unsold Bonds of that maturity have been sold to the Public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

- OR -

(2) Hold the Price

Issue Price shall be established by applying the Hold the Price Rule (as defined below), which will allow the Issuer to treat the Initial Offering Price to the Public of each such maturity of the Bonds as of the Sale Date as the issue price of that maturity, provided the Purchaser agrees that it will neither offer nor sell these maturities to any person at a price that is higher than the Initial Offering Price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date on which the Purchaser has sold at least 10% of that maturity of the Bonds to the Public at a price that is no higher than the Initial Offering Price to the Public.

(the "Hold the Price Rule"). The Purchaser shall promptly advise the Issuer when it has sold 10% of a maturity to the Public at a price that is no higher than the Initial Offering Price to the Public, if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

DEFINITIONS OF GENERAL APPLICABILITY

"Public" shall mean any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (as defined below) or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly

"Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

A purchaser of any of the Bonds is a "related party" to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

"Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 16, 2018.

"Closing" and "Closing Date" mean the day the Bonds are delivered to the Purchaser and payment is made thereon to the Issuer.

[FORM TO USE WHEN GENERAL RULE OR SPECIAL RULE OF COMBINATION OF BOTH RULES APPLIES]

Schedule III

$14,470,000
Fountain County Building Corporation
Lease Rental Bonds, Series 2018

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] ([“[SHORT NAME OF UNDERWRITER]”)][the “Representative”)][, on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the “Underwriting Group”),] hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

Select appropriate provisions below:

1. [Alternative 1[1] – All Maturities Use General Rule: ***Sale of the Bonds***. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.][Alternative 2[2] – Select Maturities Use General Rule: ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.] [Alternative 3[3]-Issue Price not required on Closing Date and Select Maturities Use General Rule]: As of the date of this certificate, the General Rule Maturities and their respective issue prices (the first price at which 10% of such Maturity was sold to the Public) are listed in Schedule A. [SHORT NAME OF UNDERWRITER] certifies that it agreed in its [bid form][bond purchase agreement] to report to the Issuer the prices at which the Unsold Bonds have been sold to the Public within 5 business days of such sale until [SHORT NAME OF UNDERWRITER] can establish the first price at which at least 10% test of each Maturity of the Unsold Bonds has been sold to the Public.]

2. ***Initial Offering Price of the [Bonds][Hold-the-Offering-Price Maturities]***.

(a) [Alternative 1[4] – All Maturities Use Hold-the-Offering-Price Rule: [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

[1] If Alternative 1 is used, delete the remainder of paragraph 1 and all of paragraph 2 and renumber paragraphs accordingly.

[2] If Alternative 2 is used, delete Alternative 1 of paragraph 1 and use each Alternative 2 in paragraphs 2(a) and (b).

[3] If Alternative 3 is used, delete the remainder of paragraph 1 and all of paragraph 2 and renumber paragraphs accordingly.

[4] If Alternative 1 is used, delete all of paragraph 1 and renumber paragraphs accordingly.

[Alternative 2[5] – Select Maturities Use Hold-the-Offering-Price Rule: [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

(b) [Alternative 1 – All Maturities use Hold-the-Offering-Price Rule: As set forth in the [Bond Purchase Agreement][Notice of Sale and bid award], [SHORT NAME OF UNDERWRITER][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Bonds, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. [Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the [Bond Purchase Agreement][Notice of Sale and bid award], [SHORT NAME OF UNDERWRITER][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

(c) [To be used when the Bonds were subject to a failed competitive bidding process and the Issuer elected to apply the hold the price rule and the bidder confirmed its bid and agreed to comply with hold the price]. The Bonds were originally subject to a competitive bidding process. Attached as Schedule C hereto is the notification received by [SHORT NAME OF UNDERWRITER] that the Issuer elected to invoke the hold-the-offering-price rule and the [SHORT NAME OF UNDERWRITER]'s confirmation of its bid and its agreement to comply with the hold the offering price rule.

3. ***Defined Terms***.

[(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."]

[(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]

[(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (May 16, 2018), or (ii) the date on which the [SHORT NAME OF UNDERWRITER][the Underwriters] [has][have] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

[5] Alternative 2(a) of paragraph 2 should be used in conjunction with Alternative 2 in paragraphs 1 and 2(b).

(d) *Issuer* means Fountain County Building Corporation.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 16, 2018.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDEWRITING FIRM][the Representative's] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer[and the Borrower] with respect to certain of the representations set forth in the [Tax Certificate] and with respect to compliance with the federal income tax rules affecting the Bonds, and by [BOND COUNSEL] in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038[-G][-GC][-TC], and other federal income tax advice it may give to the Issuer [and the Borrower] from time to time relating to the Bonds.

[UNDERWRITER][REPRESENTATIVE]

By:____________________________________
Name:__________________________________

Dated: [ISSUE DATE]

SCHEDULE A
SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES
(*Attached*)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(*Attached*)

SCHEDULE C
CERTIFICATE OF INVOCATION OF HOLD THE PRICE RULE AND CONFIRMATION OF BID

[Defined terms should correspond to those in the Bid Form]

The Issuer hereby notifies ____________________, as the winning bidder (the “Purchaser”) for the [Insert Caption of Bonds] (the "Bonds") that the Issuer has determined to apply the hold the price rule (as described in the Bid Form dated _____________, 20__) to the Bonds maturing _____________, ______________ and ________________.(the “Hold the Price Maturities”). The Purchaser’s bid will be cancelled and deemed withdrawn unless the Purchaser affirmatively confirms its bid and agrees to comply with the hold the price rule by executing and **[faxing/e-mailing]** the confirmation below by ____:00 **[a.m./p.m.].**

Fountain County Building Corporation

By: ________________________________

The Purchaser hereby acknowledges the Issuer’s intention to apply the hold the price rule to the “Hold the Price Maturities". The Purchaser confirms its bid with respect to the Bonds and agrees to comply with the hold the price rule with respect to the Hold the Price Maturities.

[PURCHASER]

By: _________________________________

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