

NEW ISSUE

RATING: STANDARD & POOR'S " _ "

In the opinion of Ice Miller LLP, Indianapolis, Indiana ("Bond Counsel") under federal statutes, decisions, regulations and rulings, interest on the Bonds is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended and is not an item of tax preference for purposes of the federal individual alternative minimum tax; however, such interest may be taken into account for the purpose of computing the alternative minimum tax imposed on certain corporations. This opinion is conditioned on continuing compliance with the Tax Covenants (as hereinafter defined). In the opinion of Bond Counsel, under statutes, decisions, regulations and rulings, interest on the Bonds is exempt from income taxation in the State of Indiana. The Bonds have been designated qualified tax-exempt obligations pursuant to Section 265(b)(3) of the Code. See "TAX MATTERS" herein.

PRELIMINARY OFFICIAL STATEMENT DATED SEPTEMBER 2, 2026

\$6,800,000*

HANCOCK COUNTY, INDIANA

General Obligation Bonds of 2026

Dated: Date of Delivery (Expected October 8, 2026)

Due: January 15 and July 15, as shown below

Interest: Payable January 15 and July 15, commencing July 15, 2027

Hancock County, Indiana (the "County") is issuing the \$6,800,000* General Obligation Bonds of 2026 (the "Bonds") under the provisions of Indiana Code 36-2-6-18 (the "Act") for the purpose of providing funds to be applied to the costs of construction and equipping of certain capital improvements described in the Ordinance, including related improvements and incidental expenses in connection therewith (the "Project"), as well as paying the costs of issuing the Bonds. The Bonds will be issued in the form and according to the terms as hereinafter provided.

The Bonds are being issued pursuant to Ordinance No. 2026-6A (the "Ordinance"), adopted by the Hancock County Council on July 8, 2026. The Bonds shall be issued in fully registered form, in denominations of Five Thousand Dollars (\$5,000), or any integral multiple thereof, and shall be numbered consecutively from R-1 upward. Interest on the Bonds is payable, semi-annually, on January 15 and July 15, commencing July 15, 2027. Interest on the Bonds shall be payable by check, mailed by first class mail one business day prior to the interest payment date, to the registered owner as of the first day of the month containing an interest payment date (the "Record Date"), to the address as it appears on the registration books kept by the Registrar (the "Registrar"), or at such other address as is provided to the Paying Agent (the "Paying Agent"), in writing, by such registered owner, or if the Bonds are registered in the name of the nominee of The Depository Trust Company ("DTC", as hereinafter defined) or another clearing agency, payments will be made by the Paying Agent, by wire transfer, to DTC. Principal of the Bonds shall be payable, as set forth below, at the principal corporate trust office of Argent Institutional Trust Company, located in Indianapolis, Indiana, as Paying Agent (See "DESCRIPTION OF THE BONDS" herein).

<u>Maturity</u> <u>Date</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Price/</u> <u>Yield</u>	<u>Maturity</u> <u>Date</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Price/</u> <u>Yield</u>
7/15/2028	\$ 230,000			1/15/2034	\$ 310,000		
1/15/2029	250,000			7/15/2034	320,000		
7/15/2029	260,000			1/15/2035	320,000		
1/15/2030	270,000			7/15/2035	330,000		
7/15/2030	270,000			1/15/2036	340,000		
1/15/2031	270,000			7/15/2036	350,000		
7/15/2031	280,000			1/15/2037	350,000		
1/15/2032	280,000			7/15/2037	360,000		
7/15/2032	290,000			1/15/2038	370,000		
1/15/2033	290,000			7/15/2038	370,000		
7/15/2033	310,000			1/15/2039	380,000		

The Bonds are subject to optional redemption prior to maturity, and at the election of the successful bidder, the Bonds may be issued as a Term Bond (the "Term Bond")(See "DESCRIPTION OF THE BONDS - Redemption of the Bonds" herein).

THE BONDS CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE PROVISIONS AND LIMITATIONS OF THE CONSTITUTION OF THE STATE OF INDIANA AND ARE PAYABLE AS TO PRINCIPAL AND INTEREST FROM AN AD VALOREM PROPERTY TAX LEVIED ON ALL TAXABLE PROPERTY IN THE COUNTY (SEE "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" HEREIN).

Legal Opinion

The Bonds are offered when, as and if issued, subject to prior sale, to the withdrawal or modification of the offer without notice, and to the receipt of unqualified approval as to the legality of the Bonds by Ice Miller LLP, Bond Counsel. Certain legal matters will be passed upon for the County by its counsel, Benkie & Crawford, Indianapolis, Indiana.

The County has authorized the distribution of this Preliminary Official Statement to prospective purchasers and other interested parties. The County has designated this Preliminary Official Statement as a "nearly final" Official Statement as of the date hereof, subject to the inclusion of certain additional information to be determined at the time of the award of the Bonds.

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. The Bonds may not be sold nor may an offer to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

*Preliminary, Subject to Change

The information contained in this Official Statement, which includes the Cover Page, Summary Statement, the Official Notice of Intent to Sell Bonds and the Appendices, has been obtained from Hancock County, Indiana (the "County") and other sources which are deemed reliable. No representation or warranty is made, however, as to the accuracy or completeness of such information. This Official Statement is submitted in connection with the sale of securities, as referred to herein, and may not be reproduced or be used, in whole or in part, for any other purpose.

This Official Statement speaks only as of its date. The information, estimates and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale of the Bonds shall, under any circumstances, create any implication that there has been no material change in the affairs of the County since the date of this Official Statement.

No dealer, broker, salesman or other person has been authorized by the Issuer or the Underwriter to give any information or to make any representations other than those contained in this Official Statement in connection with the offering of the Bonds, and, if given or made, such information or representations must not be relied upon as having been authorized by any of the foregoing.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale of the Bonds shall, under any circumstances, create any implication that there have been no changes in the information presented herein since the date hereof.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE BONDS OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

HANCOCK COUNTY, INDIANA

Board of County Commissioners

Gary McDaniel, *President*
Jeannine Gray, *Vice President*
Bill Spalding, *Member*

County Council

Scott Wooldridge, *President, District 4*
Robin Lowder, *Vice President, At Large*
Clark Smith, *District 1*
Mary Noe, *District 2*
James Shelby, *District 3*
Scott Wooldridge, *District 4*
Kent Fisk, *At Large*
Keely Butrum, *At Large*

County Auditor

Mary Bowmer

County Attorney

Scott Benkie, *Hancock County Attorney*
Benkie & Crawford
Indianapolis, Indiana

Municipal Advisor

Financial Solutions Group, Inc. (dba FSG Corp.)
Plainfield, Indiana

Bond Counsel

Ice Miller LLP
Indianapolis, Indiana

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HANCOCK COUNTY, INDIANA

\$6,800,000*
General Obligation Bonds of 2026

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**Preliminary, Subject to Change*

HANCOCK COUNTY, INDIANA

\$6,800,000*

General Obligation Bonds of 2026

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**Preliminary, Subject to Change*

SUMMARY STATEMENT

HANCOCK COUNTY, INDIANA

\$6,800,000*

General Obligation Bonds of 2026

(This Summary Statement is not intended to be complete and is qualified by the information contained in the entire Official Statement. A PROSPECTIVE PURCHASER SHOULD READ THE COMPLETE OFFICIAL STATEMENT, INCLUDING THE APPENDICES.)

Issuer	Hancock County, Indiana (the "County")
Securities Offered	\$6,800,000* General Obligation Bonds of 2026 (the "Bonds")
Bonds Presently Outstanding	See APPENDIX B for a listing of all outstanding obligations of the County.
Security	The Bonds are secured by, and payable as to principal and interest from, ad valorem property taxes assessed on all taxable property in the County. The County is required by law, annually, to levy and appropriate funds sufficient to pay debt service on the Bonds (See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" herein).
Closing Date	The County anticipates delivery of the Bonds on or about October 8, 2026.
Interest Payment Dates	Interest is payable, semi-annually, on January 15 and July 15, commencing July 15, 2027.
Maturity Dates	The Bonds will mature, semi-annually, on January 15 and July 15, as shown on the Cover Page.
Optional Redemption	The Bonds may be redeemed, prior to maturity, at the option of the County, in whole or in part, in such order of maturity as the County shall direct and, by lot, within maturities (each \$5,000 of principal shall be considered as a bond for this purpose), on any date not earlier than January 15, 2035, at a price equal to the aggregate principal amount thereof plus interest accrued to the date fixed for redemption.

**Preliminary, Subject to Change*

Other Terms and Conditions	The Bonds shall be issued in fully registered form, in denominations of Five Thousand Dollars (\$5,000), or any integral multiple thereof, and shall be numbered consecutively from R-1 upward.
Rating	The Bonds have been rated “___” by Standard & Poor’s. Such rating is not a recommendation to buy, sell or hold the Bonds. There is no assurance that such rating will remain in effect, for any given period of time, or that such rating will not be lowered or withdrawn entirely by Standard & Poor’s if, in their judgement, circumstances so warrant. Any such downward revision or withdrawal of the rating may have an adverse effect on the market price or marketability of the Bonds.
Bank Qualification.....	The County has designated the Bonds as “qualified tax-exempt obligations” for the purposes of Paragraph (3) of Section 265(b) of the Internal Revenue Code of 1986, as amended.
Use of Proceeds.....	The Bonds are being issued, under the provisions of Indiana Code 36-2-6-18 (the “Act”), for the purpose of providing funds to be applied to the costs of construction and equipping of certain capital improvements described in the Ordinance, including related improvements and incidental expenses in connection therewith (the “Project”) and costs of issuance incurred in connection with the issuance of the Bonds.
Continuing Disclosure.....	The County will execute and deliver a Continuing Disclosure Agreement, on the date of issuance of the Bonds, pursuant to which the County will covenant to provide continuing disclosure of certain information (See “CONTINUING DISCLOSURE” herein).

OFFICIAL NOTICE OF INTENT TO SELL BONDS
\$6,800,000 (Preliminary, Subject to Change)
HANCOCK COUNTY, INDIANA
GENERAL OBLIGATION BONDS OF 2026

Upon not less than twenty-four (24) hours' notice given by telephone, the undersigned Auditor of Hancock County, Indiana ("County") will receive and consider bids for the purchase of the Bonds described below. Any person interested in submitting a bid for the Bonds must furnish in writing to the undersigned Auditor of the County, c/o Financial Solutions Group, Inc., 2680 East Main Street, Suite 223, Plainfield, Indiana 46168, (317) 837-4933 or via e-mail to greg@fsgcorp.com and fsg@fsgcorp.com, on or before 11:00 a.m. (EDT time) on September 15, 2026, the person's name, address, and telephone number. The persons may also furnish a telecopy number or an e-mail address. Bids may also be submitted electronically via PARITY® in accordance with this notice until 11:00 a.m. (EDT), but no bid will be received after the time for receiving bids specified above. 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 County's municipal advisor, Financial Solutions Group, Inc., at (317) 837-4933 or PARITY® at (212) 849-5021. The undersigned Auditor 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 furnished by such person and also by e-mail if an e-mail address has been received. The sale is expected to take place on or about September 17, 2026.

If a potential bidder has questions related to the County, the financing or submission of bids, questions should be submitted by email to the addresses above no later than two days before sale by 11:30 a.m. (EDT). (The sale is anticipated to occur on September 17, 2026). To the best of the County's ability, all questions will be addressed by the County and sent to potential bidders, including any bidders requesting 24 hours' notice of sale, no later than two days prior to sale by 5:00 p.m. (EDT time). Additionally, upon request, the written responses will be emailed to any other interested bidder. Bidders should review this notice as well as the official statement and submit any questions in advance of this deadline to submit questions.

At the time designated for the sale, the Auditor will receive and consider bids for the purchase of the Bonds of the County designated "General Obligation Bonds of 2026" ("Bonds") in the aggregate amount of \$6,800,000. Bidders may bid a discount not to exceed 1.0%. The Bonds will bear interest at a rate or rates not to exceed 7.0% 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 July 15, 2027. Interest will be calculated on a 360-day year consisting of twelve 30-day months. The Bonds will be dated as of their date of delivery, will be in the denominations of \$5,000 or integral multiples thereof and will mature semiannually on January 15 and July 15 on the dates and in the amounts as follows:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Principal Amount</u>
7/15/2028	\$230,000	1/15/2034	\$310,000
1/15/2029	250,000	7/15/2034	320,000
7/15/2029	260,000	1/15/2035	320,000
1/15/2030	270,000	7/15/2035	330,000

7/15/2030	270,000	1/15/2036	340,000
1/15/2031	270,000	7/15/2036	350,000
7/15/2031	280,000	1/15/2037	350,000
1/15/2032	280,000	7/15/2037	360,000
7/15/2032	290,000	1/15/2038	370,000
1/15/2033	290,000	7/15/2038	370,000
7/15/2033	310,000	1/15/2039	380,000

The Bonds of this issue maturing on or after July 15, 2035 are redeemable at the option of the County on January 15, 2035, or any date thereafter, on thirty (30) days' notice, in whole or in part, in the order of maturity determined by the County and by lot within a maturity, at face value, without premium, plus in each case accrued interest to the date fixed for redemption.

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 set forth 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.

Principal is payable at the office of a registrar and paying agent to be designated by the County. 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 rate on any maturity shall be equal to or greater than the rate on the immediately preceding maturity. The award will be made to the best bidder complying with the terms of sale and offering the lowest net interest cost to the County, to be determined by computing the total interest on all of the Bonds to their maturities, adding thereto the discount bid, if any, and deducting therefrom the premium bid, if any. Although not a term of sale, it is requested that each bid show the net dollar interest cost to final maturity and the net effective average 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. In the event no satisfactory bids are received at the time of the sale, 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 net interest cost to the County 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 undersigned Auditor or sent via e-mail to fsg@fsgcorp.com and greg@fsgcorp.com and marked "Bid for Hancock County, Indiana, General Obligation Bonds of 2026." 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 \$68,000 ("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

submitted to the County (or shall wire transfer such amount as instructed by the County) not later than 3:30 p.m. (EDT) on the next business day following the date of the award. In either case, the Deposit shall be payable to "Hancock County, Indiana," and shall be held as a guaranty of the performance of the bid. No 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 County. The successful bidder will be required to make payment for such bonds in Federal Reserve funds or other immediately available funds and accept delivery of the bonds within five days after being notified that the bonds are ready for delivery, at such bank in the City of Indianapolis, Indiana, or Hancock County, Indiana, as the purchaser shall designate, or at such other location which may be mutually agreed to by the County 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 County.

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. In this case, 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. In this case, the successful bidder, as a condition of delivery of the Bonds, would 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 County 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 County; 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 are being issued under the provisions of Indiana Code 36-2-6-18 for the purpose of providing funds to be applied on the costs of funding and construction of or improvements to new and existing County government buildings, the acquisition of patrol vehicles and the completion of certain public safety improvements, as further set forth in Exhibit A to the ordinance authorizing the Bonds. Principal of and interest on the Bonds are payable from an ad valorem property tax levied and collected on all taxable property within the County. 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 Bonds are subject to the Internal Revenue Code of 1986 as in effect on the date of their issuance ("Code") which imposes limitations on the issuance of obligations like the Bonds under federal tax law. The County has covenanted to comply with those limitations to the extent required to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes. The County has not designated the Bonds for purposes of Section 265(b) of the Code to qualify for the \$10,000,000 annual exception from the 100% disallowance, in the case of banks and other financial institutions, of the deduction for interest expense allocable to tax-exempt obligations.

The County has prepared an Official Statement relating to the bonds which it deems to be nearly final ("Preliminary Official Statement"). A copy of the Preliminary Official Statement may be obtained from the County's Municipal Advisor, Financial Solutions Group, Inc. or from www.newissuehome.i-deal.com.

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 its 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.

Within seven (7) business days of the sale, the County will provide the successful bidder with up to 50 copies of the final Official Statement at the County'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.

In the ordinance approving the Bonds and 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 the most recent annual financial information. Further, with respect to the Bonds, the County will undertake to provide notice of those material events required by Rule 15c2-12.

Dated: September 4 and 11, 2026.

/s/ Mary Bowmer
Auditor, Hancock County, Indiana

OFFICIAL STATEMENT
HANCOCK COUNTY, INDIANA
\$6,800,000*
General Obligation Bonds of 2026

INTRODUCTORY STATEMENT

The purpose of this Official Statement, including the Cover Page, the Summary Statement, the Notice of Intent to Sell Bonds and the Appendices, is to provide information relating to the \$6,800,000* General Obligation Bonds of 2026 (the “Bonds”), to be issued by Hancock County (the “County”).

All financial and other information presented in this Official Statement has been provided by the County from its records, except for information expressly attributed to other sources. The presentation of information concerning the County, including financial statements and tax tables, is intended to show recent historic information and is not intended to indicate or project future or continuing trends in the financial position or other affairs of the County. No representation is made, or implied hereby, that any past experience, as might be shown by the financial and other information, will necessarily continue in the future. References to provisions of Indiana law or of the Indiana Constitution are references to current provisions, which may be amended, repealed or supplemented.

DESCRIPTION OF THE BONDS

General

The Bonds are being issued subject to the provisions of Indiana law, including, without limitation, Indiana Code 36-2-6-18, as well as other applicable laws in effect on the date of delivery of the Bonds (collectively, the “Act”) and pursuant to Ordinance No. 2026-6A, adopted by the Hancock County Council on July 8, 2026 (the “Ordinance”), for the purpose of providing funds to be applied to the cost of the Project (as defined herein) and the payment of any and all expenses in connection with the issuance of the Bonds.

The Bonds will be issued in fully registered form, in denominations of Five Thousand Dollars (\$5,000), or any integral multiple thereof. The Bonds will be numbered consecutively from R-1 upward. Interest on the Bonds is payable, semi-annually, on January 15 and July 15, commencing July 15, 2027. The Bonds will be dated their date of delivery. Interest shall be calculated on the basis of twelve (12) thirty (30)-day months, for a three hundred sixty (360)-day year. The principal of the Bonds shall be payable, as set forth below, at the principal corporate trust office of Argent Institutional Trust, located in Indianapolis, Indiana as Paying Agent (the “Paying Agent”). Principal and interest on the Bonds shall be payable by check, mailed by first class mail one business day prior to the interest payment date, to the registered owner as of

****Preliminary, Subject to Change***

the first day of the month containing the interest payment date (the "Record Date"), to the address as it appears on the registration books kept by the Registrar (the "Registrar"), or at such other address as is provided to the Paying Agent, in writing, by such registered owner, or if the Bonds are registered in the name of the nominee of The Depository Trust Company ("DTC") or another clearing agency, payments will be made by the Paying Agent, by wire transfer, to DTC. 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. All payments on the Bonds shall be made in any coin or currency of the United States of America, which on the dates of such payment shall be legal tender for the payment of public and private debts.

General

When issued, the Bonds will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Bonds will be made in book-entry-only form. Purchasers of beneficial interests in the Bonds (the "Beneficial Owners") will not receive physical delivery of certificates representing their interests in the Bonds. For so long as the Bonds are held in book-entry-only form, payments of principal of and interest on the Bonds will be paid by the Paying Agent only to DTC or its nominee. Neither the Issuer nor the Registrar will have any responsibility for a Beneficial Owner's receipt from DTC or its nominee, or from any Direct Participant (as hereinafter defined) or Indirect Participant (as hereinafter defined), of any payments of principal of or interest on any Bonds. See "Book-Entry-Only System" under this caption of this Official Statement.

Redemption of the Bonds

Optional Redemption. The County shall have the right, at its option, to redeem, according to the procedure provided in the Ordinance, all or any part of the Bonds, due on or after July 15, 2035, on any date not earlier than January 15, 2035, at a price equal to the aggregate principal amount thereof plus interest accrued to date fixed for redemption.

Mandatory Sinking Fund Redemption. The Term Bond maturing on _____ is subject to mandatory sinking fund redemption, at a redemption price equal to the principal amount thereof, plus accrued interest, on the dates and in the amounts set forth below:

Term Bond

Date

Amount

*

*Final Maturity

The Registrar shall credit against the mandatory sinking fund requirement, for any Term Bond and any corresponding mandatory redemption obligation, in the order determined by the County, any Term Bond maturing on the same date which have previously been redeemed

(otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the County and not theretofore applied as a credit against any redemption obligation. Each Term Bond so delivered or cancelled shall be credited by the Registrar at 100% of the principal amount thereof against the mandatory sinking fund obligation, on such mandatory redemption date for that Term Bond. 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.

Notice of Redemption: Payment of Redeemed Bonds. Notice of redemption shall be mailed to the address of the registered owner, as shown on the registration records of the Registrar, as of the date which is forty-five (45) days prior to the date fixed for redemption, not less than thirty (30) days prior to such redemption date, unless notice is waived by the owner of the Bond or Bonds redeemed. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the County. Interest on the Bonds so called for redemption shall cease and the Bonds will no longer be deemed outstanding under the Ordinance on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price, including accrued interest and redemption premium, if any, to the redemption date, on the date so named. Failure to give such notice by mailing, or any defect in such notice, with respect to any Bond, shall not affect the validity of any proceedings for redemption of other Bonds.

Notice of Redemption.

For so long as the Bonds are held in book-entry-only form, the Registrar will send notices of redemption of the Bonds only to DTC or its nominee, as the registered owner of the Bonds, in accordance with the preceding paragraphs. Neither the Issuer nor the Registrar will have any responsibility for any Beneficial Owners' receipt from DTC or its nominee, or from any Direct Participant or Indirect Participant, of any notices of redemption. See "Book-Entry-Only System" under this caption of this Official Statement.

Book-Entry-Only System

For so long as the Bonds are held in book-entry-only form, the Registrar will send notices of redemption of the Bonds only to DTC or its nominee, as the registered owner of the Bonds, in accordance with the preceding paragraphs. Neither the Issuer nor the Registrar will have any responsibility for any Beneficial Owners' receipt from DTC or its nominee, or from any Direct Participant or Indirect Participant, of any notices of redemption. See "Book-Entry-Only System" under this caption of this Official Statement.

Discontinuation of Book-Entry System

In the event that the book-entry system for the Bonds is discontinued, the Registrar would provide for the registration of the Bonds in the names of the Beneficial Owners thereof. The Issuer and the Registrar 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 neither the Issuer nor the Registrar would be bound by any notice or knowledge to the contrary.

Each Bond would be transferable or exchangeable only upon the presentation and surrender thereof at the corporate trust office of the Registrar, duly endorsed for transfer or exchange, or accompanied by a written assignment duly executed by the owner or its authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bonds for transfer or exchange, the Registrar would authenticate and deliver in exchange therefor, within a reasonable time after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees (in the case of a transfer), or the owner (in the case of an exchange), in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented. The Issuer or the Registrar would require the owner of any Bonds to pay a sum sufficient to cover any tax, fee or other governmental charge required to be paid in connection with the transfer or exchange of such Bonds.

PURPOSE OF THE BOND ISSUE

The Bonds are being issued for the purpose of providing funds to be applied to the costs of construction and equipping of certain capital improvements described in the Ordinance, including related improvements and incidental expenses in connection therewith (the "Project"), as well as paying the costs of issuing the Bonds.

ESTIMATED SOURCES AND USES OF FUNDS

The County discloses the following estimated sources and uses of funds, excluding accrued interest, if any:

Estimated Sources of Funds

Bond Proceeds	<u>\$ 6,800,000.00</u>
Total Estimated Sources of Funds	<u>\$ 6,800,000.00</u>

Estimated Uses of Funds

Project Fund	\$ 6,620,000.00
Underwriter's Discount	68,000.00
Cost of Issuance & Miscellaneous	<u>112,000.00</u>
Total Estimated Uses of Funds	<u>\$ 6,800,000.00</u>

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

In order to provide for the payment of the principal of and interest on the Bonds, there shall be levied, in each year, upon all taxable property in the County (real and personal), a tax (in an amount and in such manner) sufficient to meet and pay the principal of, and interest on, the Bonds as they become due, and the proceeds of this tax are hereby pledged solely to the payment of the Bonds. Such tax proceeds shall be deposited into a separate Bond Fund and used to pay the principal of, and interest on, the Bonds when due, together with any fiscal agency charges (See the discussion of the Procedures For Real Property And Personal Property Assessment, Tax Levy And Collection below).

PROCEDURES FOR PROPERTY ASSESSMENT and TAX LEVY AND COLLECTION

The Bonds are payable from ad valorem property taxes required by law to be levied by or on behalf of the Issuer in an amount sufficient to pay debt service as it becomes due, subject to the Circuit Breaker Tax Credit described herein. 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 the preceding year, 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), 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 and after taking into account all payments for debt service obligations that are to be made by the taxing unit during the ensuing year. Before August 1 of each year, the DLGF shall provide to each taxing unit an estimate of the amount by which the taxing unit's distribution of property taxes will be reduced.

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 percentage change between the current and proposed tax levies of each fund; (v) the estimated amount, determined by the DLGF, by which the taxing unit's property taxes may be reduced by the Circuit Breaker Tax Credit; (vi) the amount of excess levy appeals to be requested, if any; (vii) the time and place at which the taxing unit will conduct a public hearing related to the information submitted to Gateway; (viii) the time and place at which the taxing unit or appropriate fiscal body will meet to fix the budget, tax rate and levy of the taxing unit; and (ix) the date, time and place of the final adoption of the budget, tax rate and levy. The taxing unit must submit the information listed in (i)-(ix) above on Gateway at least ten days prior to the date of the public hearing. The public hearing may be held any time after the introduction of the budget. The public hearing may be held any time after the introduction of the budget. The taxing unit must file the adopted budget with the DLGF within five business days after adoption.

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; (iii) notice is given to the county fiscal body of the DLGF's correction; (iv) the request includes the corrected budget, tax rate or levy, as applicable, and the time and place of the public meeting; and (v) the political subdivision adopts the needed changes to its budget, tax levy or rate in a public meeting of the governing body.

The DLGF must complete its review and certification of budgets, tax rates and levies on or before December 31 of the calendar year immediately preceding the ensuing calendar year unless a taxing unit in the county is issuing debt after December 1 in the year preceding the budget year, intends to file a levy shortfall appeal, or the deadline for a county in the county to adopt its budget, tax rate and tax levy has been extended due to the veto of the ordinance adopting the budget, tax rate and tax levy veto or the ordinance is considered to have been vetoed due to the mayor's failure to timely act on the ordinance.

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.

Personal property values are assessed January 1 of every year and are self-reported by property owners to assessors using prescribed forms. The completed personal property return must be filed with the assessors no later than May 15. 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 July 1, 2019, pursuant to IC 6-1.1-3-7.2, State law automatically exempts from property taxation the acquisition cost of a taxpayer's total business personal property in a county if the total business personal property is less than: (i) eighty thousand dollars (\$80,000) for assessment dates before 2026; and (ii) two million dollars (\$2,000,000) for the 2026 assessment date and each assessment date thereafter.

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 2021 Real Property Assessment Manual ("Manual"), as incorporated into 50 IAC 2.4 and the 2021 Real Property Assessment Guidelines ("Guidelines"), as published by the DLGF. In the case of agricultural land, true tax value shall be the value determined in accordance with the Guidelines and IC 6-1.1-4-13, as amended, which shall mean 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. Except for agricultural land, and rental residential property with rental periods longer than thirty (30) days, the Manual permits assessing officials in each county to choose one of three standard approaches to determine market value-in-use, which are the cost approach, the sales comparison approach or the income approach. The Guidelines provide each of the approaches to determine "market value-in-use and the reconciliation of these approaches shall be applied in accordance with generally recognized appraisal principals." In accordance with IC 6-1.1-4-4.2(a), as amended, the county assessor is required to submit a reassessment plan to the DLGF before May 1 every four (4) years, and the DLGF has to approve the reassessment plan before January 1 the following year. 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 a 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. All real property assessments are revalued annually to reflect market value based upon comparable sales ("Trending"). "Net Assessed Value" or "Taxable Value" represents the "Gross Assessed Value" less certain deductions for mortgages, veterans, the aged, the blind, economic revitalization areas, resource recovery systems, rehabilitated residential property, solar energy systems, wind power devices, hydroelectric systems, geothermal devices and tax-exempt property. The "Net Assessed Value" or "Taxable Value" is the assessed value used to determine tax rates.

Changes in assessed values of real property occur periodically as a result of general reassessments, as well as when changes occur in the property value due to new construction or demolition of improvements. 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 by June 15 of the assessment year if the written notification is provided to the taxpayer before May 1 of that year, or June 15 of the year in which the tax bill is mailed by the county treasurer if the notice is provided on or after May 1 of the assessment year, whichever is earlier. 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. For all appeals except an appeal on the assessed value of the property, the taxpayer may appeal not later than three years after the taxes were first due.

Over the past few years, the Indiana General Assembly has proposed legislation containing numerous provisions related to property taxation and local income taxation, which could adversely affect political subdivisions in the State in a variety of ways. Senate Enrolled Act 1 (2026) ("SEA 1") includes provisions that increase the homestead deduction for real property owners and new assessed value deductions to real property owners of non-homestead residential property, agricultural property and long-term care facilities, all of which phase in through taxes payable year 2031. Some of the changes in SEA 1 may result in a decrease in assessed valuation, which may require an increase in property tax rates. It is uncertain at this time what impact, if any, SEA 1 or any future legislation may have on the property assessment process or the amount of ad valorem property taxes and local income taxes to be received by local government entities in future years. Neither the Issuer nor their advisors assume any responsibility for assessing the potential risk of any such legislation that may impact the Bonds or the operations of the Issuer. The purchasers of the Bonds should consult their own advisors regarding risks associated with SEA 1 or future legislation.

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.

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 from any other undistributed funds of the political subdivision in possession of the State.

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 Issuer 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.

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 Issuer 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 Issuer.

Estimated Circuit Breaker Tax Credit for the County:

According to the DLGF, the Circuit Breaker Tax Credit allocable to the County for budget years 2024, 2025 and 2026, the Circuit Breaker Tax Credits are \$790,409, \$883,801 and \$1,492,895, respectively. These estimates do not include the estimated debt service on 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 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.

Future Changes in Law

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 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.

POTENTIAL IMPACTS RESULTING FROM EPIDEMICS OR PANDEMICS

Regional, national or global epidemics or pandemics, such as the outbreak of the novel coronavirus ("COVID-19"), could have materially adverse local, regional, national or global economic and social impacts. Such an outbreak could adversely impact local, state, national and global economies, through efforts to prevent or slow the further transmission of the disease.

The County's finances may be materially adversely affected by epidemics and pandemics, including, but not limited to, COVID-19. Accordingly, the County cannot predict the effect any epidemic or pandemic would have on its finances or operations, including, but not limited to, the payment of the debt service on the Bonds.

CYBERSECURITY

The County relies on computer networks, data storage, collection and transmission to conduct the operations of the County and has implemented security measures to protect data and limit financial exposure, including securing cyber security insurance to assist with the reduction of potential risk of financial and operational damage resulting from network attacks. Even with these security measures, the County, their information technology, data stored by the County and their infrastructure may be vulnerable in the event of a deliberate system attack, including malware, ransomware, computer virus, employee error or general disruption. If breached or compromised, the networks could be disrupted and information could be accessed, disclosed, lost or stolen. The County acknowledges that their systems could be affected by a cybersecurity attack, and that a loss, disruption or unauthorized access to data held by the County could have a material impact on the County's financial health and operations. Further, as cybersecurity threats evolve, the County will continue to evaluate and implement security measures and work to mitigate any vulnerabilities in their systems.

INVESTMENT OF FUNDS

The County shall invest the Bond Proceeds Fund, in accordance with IC 5-13, with the depository or depositories of other public funds of the County. All interest collected belongs to the Bond Proceeds Fund.

AMENDMENTS TO THE ORDINANCE

The Ordinance may, from time-to-time hereafter, be amended without the consent of the owners of the Bonds if, in the sole discretion of the County Council, such amendment shall not adversely affect the rights of the owners of any of the Bonds. See Appendix D herein.

LITIGATION

To the knowledge of the County officials and County Attorney, no litigation or administrative action or proceeding is pending or threatened, restraining or enjoining, or seeking to restrain or enjoin, any proceeding or transactions relating to the issuance, sale or delivery of the Bonds or which questions or affects the validity of the Bonds. To the knowledge of the County officials and County Attorney, no litigation or administrative action or proceeding is pending or threatened concerning the issuance, validity and delivery of the Bonds. Certificates to such effect will be delivered at the time of the original delivery of the Bonds.

TAX MATTERS

In the opinion of Ice Miller LLP, Indianapolis, Indiana, Bond Counsel, under federal statutes, decisions, regulations and rulings, interest on the General Obligation Bonds of 2026 ("Bonds") is excludable for federal income tax purposes from gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended ("Code") and is not an item of tax preference for purposes of the federal individual alternative minimum tax; however, such interest may be taken into account for the purpose of computing the alternative minimum tax imposed on certain corporations. Such exclusion is conditioned on continuing compliance by Hancock County, Indiana ("Issuer") 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 tax purposes retroactive to the date of issue. In the opinion of Ice Miller LLP, under existing laws, regulations, judicial decisions and rulings, interest on the Bonds is exempt from income taxation in the State of Indiana ("State").

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 Issuer 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 Bond Ordinance 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 Bond Ordinance 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, 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.

Under existing laws, judicial decisions, regulations and rulings, the Bonds have been designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the disallowance of the deduction for interest expense allocable to interest on tax-exempt obligations acquired by financial institutions. The designation is conditioned on continuing compliance with the Tax Covenants.

ORIGINAL ISSUE DISCOUNT

The initial public offering price of the Bonds maturing on _____ 1, 20__ through and including _____ 1, 20__ (collectively, "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 _____ and _____ (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.

ISSUE PRICE

As described in Appendix G to this Preliminary Official Statement, the winning bidder agrees by submission of its bid to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer 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 Issuer and Bond Counsel. All interested bidders should read Appendix G regarding the Issuer's requirement for the winning bidder to establish the issue price of the Bonds within the meaning of the Code.

AMORTIZABLE BOND PREMIUM

The initial offering price of the Bonds maturing on _____ 1, 20__ through and including _____ 1, 20__ (collectively, "Premium Bonds"), is greater than the principal amount payable at maturity. As a result, the Premium Bonds will be considered to be issued with amortizable bond premium ("Bond Premium"). An owner who acquires a Premium Bond in the initial public offering of the Bonds will be required to adjust the owner's basis in the

Premium Bond downward as a result 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 disposition of the Premium Bonds, including sale, redemption or payment at maturity. The amount of amortizable Bond Premium will be computed on the basis of the taxpayer'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 Premium Bonds. Owners of the 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 such 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 tax advisors concerning treatment of Bond Premium.

LEGAL MATTERS

Certain legal matters incident to the issuance of the Bonds and with regard to the tax status of the interest thereon (see "TAX MATTERS") will be passed upon by Bond Counsel. A signed copy of that opinion, dated and premised on facts and law existing as of the date of original delivery of the Bonds, will be delivered to the purchaser at the time of the original delivery of the Bonds.

The engagement of Bond Counsel is limited generally to the examination of the documents contained in the transcript of proceedings and the law incident to rendering the approving legal opinion referred to above and the rendering of such approving legal opinion.

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 as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

The remedies available to the Bondholders upon a default under the Bond Ordinance 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 Bond Ordinance may not be readily available or may be limited. Under federal and state environmental laws, certain liens may be imposed on property of the Issuer from time to time, but the Issuer has no reason to believe, under existing law, that any such lien would have priority over the lien on the property taxes (as defined in the Bond Ordinance) pledged to the payment of the Bonds under the Bond Ordinance.

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 Issuer, the State of Indiana and the United States of America and bankruptcy, reorganization, insolvency 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 Issuer), in a manner consistent with the public health and welfare. Enforceability of the Bond Ordinance in a situation where such enforcement may adversely affect public health and welfare may be subject to these police powers.

RATING

Standard & Poor's has assigned a rating of "___" on the Bonds. Such rating reflects only the view of the organization and any such desired explanation of the significance of such rating should be obtained from the rating agency furnishing the same, at the following address: Standard & Poor's, 130 East Randolph Street, Suite 2900, Chicago, Illinois 60601. Generally, a rating agency bases its rating on information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that such rating will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

MUNICIPAL ADVISOR

Financial Solutions Group, Inc., has been employed as Municipal Advisor to the Corporation in connection with the issuance of the Bonds. The information set forth herein was obtained from the Corporation and other sources believed to be reliable but is not guaranteed as to accuracy or completeness by and is not to be construed as a representation of the Municipal Advisor.

CONTINUING DISCLOSURE

Pursuant to continuing disclosure requirements promulgated by the Securities and Exchange Commission in SEC Rule 15c2-12, as amended to the date hereof (the "Rule"), the Issuer will enter into a Continuing Disclosure Undertaking (the "Undertaking"), to be dated as of the date of the closing of the Bonds, provided that the winning bidder is an underwriter and the Bonds will be subject to the SEC Rule. Pursuant to the terms of the Undertaking, the Issuer will agree to provide the following information while any of the Bonds are outstanding:

Audited Financial Statements. 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 Clerk-Treasurer'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, 2027, 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

Financial Information in this Official Statement. To the MSRB, no later than June 30 of each year, beginning June 30, 2027, 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 B and C 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 B

Lease Obligation, Issuance Limitation, Hancock County Tax Rate, History of Property Tax, Assessed Value and Largest Taxpayers of Hancock County

APPENDIX C

Schedule of Total Government and General Fund Receipts and Disbursements

Reportable Events. Within ten business days, to the MSRB, notice of the following events, if material, with respect to the Bonds (which determination of materiality shall be made by the Issuer):

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;
6. appointment of a successor or additional trustee or the change of name of a trustee; and
7. solely as to the Bonds and any obligations issued after the date hereof which are subject to the SEC Rule, incurrence of a financial obligation (as defined in the SEC Rule) of the Obligor or agreement to covenants, events of default, remedies, priority

rights, or other similar terms of a financial obligation of the Obligor, any of which affect security holders.

Within ten business days, to the MSRB, notice of the following events, regardless of materiality:

8. principal and interest payment delinquencies;
9. unscheduled draws on debt service reserves reflecting financial difficulties;
10. unscheduled draws on credit enhancements reflecting financial difficulties;
11. substitution of credit or liquidity providers, or their failure to perform;
12. defeasances;
13. rating changes;
14. adverse tax opinions or other material 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 securities;
15. tender offers;
16. bankruptcy, insolvency, receivership or similar event of the obligated person; and
17. solely as to the Bonds and any obligations issued after the date hereof which are subject to the SEC Rule, default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation (as defined in the SEC Rule) of the Obligor, any of which reflect financial difficulties.

Failure to Disclose. In a timely manner, to the MSRB, notice of the Issuer failing to provide the Annual Information and Audited Information as described above.

The Issuer may, from time to time, amend or modify the Undertaking without the consent of or notice to the owners 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 Issuer, or type of business conducted; (ii) the Undertaking, as so amended or modified, would have complied with the requirements of the SEC Rule on the date of execution of the Undertaking, 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 the Bond Ordinance at the time of such amendment or modification; or (b) such amendment or modification (including an amendment or modification which rescinds the Undertaking) is permitted by the SEC Rule, then in effect.

The Issuer may, at its sole discretion, utilize an agent in connection with the dissemination of any annual financial information required to be provided by the Issuer pursuant to the terms of the Undertaking.

The purpose of the Undertaking is to enable the Underwriter to purchase the Bonds by providing for an undertaking by the Issuer in satisfaction of the SEC Rule. The Undertaking is solely for the benefit of the owners of the Bonds and creates no new contractual or other rights for the SEC, underwriters, brokers, dealers, municipal securities dealers, potential customers, other obligated persons or any other third party. The sole remedy against the Issuer for any failure to carry out any provision of the Undertaking shall be for specific performance of the Issuer's disclosure obligations under the Undertaking and not for money damages of any kind or in any amount or any other remedy. The Issuer's failure to honor its covenants under the Undertaking shall not constitute a breach or default of the Bonds, the Bond Ordinance or any other agreement.

In order to assist the Underwriter in complying with the Underwriter's obligations pursuant to the SEC Rule, the County represents that it has conducted or caused to be conducted what it believes to be a reasonable review of the County's compliance with its continuing disclosure obligations. Based upon such review, the County has failed to consistently comply with its previous undertakings. Such failures include, but may not be limited to the following:

- Audits were filed late for the calendar year ending December 31, 2021 and December 31, 2023 under certain outstanding CUSIPs. The audit is now available on the MSRB's EMMA system.
- The County has filed a failure to file pertaining to the audited annual financial statements listed above.

The County makes no representation as to any potential materiality of such prior instances, as materiality is dependent upon individual facts and circumstances.

The County has retained a dissemination agent. The County has conducted a review of compliance of its previous undertakings, and the list above represents any instances of noncompliance of which the County is aware.

CONCLUDING STATEMENT

The foregoing summaries and statements in this Official Statement do not purport to be complete and are expressly made subject to the exact provisions of the complete documents. For details of all terms and conditions, prospective purchasers are referred to the Bond Ordinance and the Notice of Intent to Sell Bonds for details.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and are not presented as unqualified statements of fact. The information contained herein has been carefully compiled from sources deemed reliable and to the best knowledge and belief of the County, there are neither untrue statements nor omissions of material fact in the Official Statement that would make the statements and representations therein misleading.

Certain supplemental information concerning the financial condition of the County, which is exhibited hereafter, is considered part of this Official Statement.

The presentation of historical tax and other financial data exhibited elsewhere herein is intended to show recent trends and conditions. There is no intention to represent, by such data, that such trends will continue in the future, nor that any pending improvement or diminution of local conditions is indicated thereby.

Financial Solutions Group, Inc. has served as Municipal Advisor to the County in connection with the sale of the Bonds. The Municipal Advisor makes no representation as to the completeness or the accuracy of the information set forth in this Official Statement. Inquiries concerning information with respect to the Bonds should be directed to Financial Solutions Group, Inc., Attention: Gregory T. Guerrettaz; Phone: (317) 837-4933; Email: greg@fsgcorp.com and fsg@fsgcorp.com.

The execution of this Official Statement has been duly authorized by Hancock County, Indiana.

Dated: September 2, 2026

HANCOCK COUNTY, INDIANA

/s/, Mary Bowmer, Auditor

APPENDIX A

Description of the County

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HANCOCK COUNTY, INDIANA

DESCRIPTION OF THE COUNTY

Location

Hancock County (the “County”) is located immediately adjacent to Indianapolis, Indiana. The City of Greenfield serves as the County seat and is the center of activity for the County. The proximity to Indianapolis provides many additional cultural, educational and employment opportunities.

Government

The County is governed by a three-member Board of Commissioners, and a seven-member County Council. County Commissioners are elected by the vote of the entire County to four-year, staggered terms and are responsible for the administration of County affairs. As the County’s fiscal body, Council members are responsible for the appropriation of County funds. They are likewise elected to four-year terms. Four Council members are elected from designated districts and three members are elected at large.

Transportation

The County has an excellent location from which to access major transportation links. Interstate 70 bisects the County and I-465 is just west of the County. U.S. Highways 40 and 52 also pass through the County. Air service is available locally at the Indianapolis Regional Airport, which is located in the northwestern portion of the County.

Financial Institutions

The following financial institutions have branches in the County:

Greenfield Banking Company
Fifth Third Bank
Union Savings and Loan
PNC Bank
First Merchants Bank
JPMorgan Chase Bank
Star Financial Bank

Education

Hancock County is served by four different school districts: Greenfield Central Community School Corporation, Mount Vernon Community School Corporation, Community School Corporation of Southern Hancock County and Community School Corporation of Eastern Hancock County. All provide public education for school-aged children, offering a comprehensive academic curriculum and a variety of extra-curricular activities.

The total enrollments are as follows:

<u>School District</u>	<u>2025/2026 Enrollment</u>
Greenfield Central Community School Corporation	4,340
Mount Vernon Community School Corporation	1,941
New Palestine Community Schools	3,884
Community School Corporation of Eastern Hancock Co.	1,196

Colleges and Universities in the area include:

<u>Name</u>	<u>Location</u>
Butler University	Indianapolis, Indiana
University of Indianapolis	Indianapolis, Indiana
Indiana University - Indianapolis	Indianapolis, Indiana
Ball State University	Muncie, Indiana
Ivy Tech	Indianapolis, Indiana

Healthcare

Hancock County is home to Hancock Regional Hospital. Hancock Regional Hospital is a full-service, community-based hospital. Hancock Regional Hospital offers a full range of patient care services provided by over 800 employees. Hancock Regional Hospital was ranked as a Top 100 Healthcare Organization by Modern Healthcare in 2009.

Utilities

Utility services in the County are provided as follows:

Electric	- Duke Energy Indiana, Inc. Henry County REMC Indianapolis Power & Light Co. Nine Star	Gas	- Vectren Company Indiana Gas
		Sewer	- Municipal Systems Nine Star
Telephone	- AT&T	Water	- Citizens Water Co. Municipal Systems Nine Star

Cultural Activities/Recreation/Library

A variety of cultural activities are available in the County, including civic theaters, fine arts organizations and other musical programs.

The proximity of the County to Indianapolis offers residents many leisure time activities, including professional sports, museums and a zoo, along with a wide range of cultural attractions such as art, theater and symphony productions.

Population

<u>Year</u>	<u>Hancock County</u>	<u>State of Indiana</u>
1980	43,939	5,490,210
1990	45,527	5,544,156
2000	55,391	6,080,485
2010	70,002	6,483,800
2012	70,933	6,537,334
2018	76,351	6,691,878
2020	79,553	6,785,528
2022	83,070	6,833,037
2024	88,810	6,924,275
2025	90,969	6,973,333

Source: <http://www.statsamerica.org>

Personal Income

	<u>Hancock County</u>	<u>State of Indiana</u>
2015 Per Capita Income	\$ 45,433	\$ 42,778
2016 Per Capita Income	46,997	43,780
2017 Per Capita Income	48,608	45,278
2018 Per Capita Income	50,794	47,292
2019 Per Capita Income	52,134	48,980
2020 Per Capita Income	55,084	51,926
2021 Per Capita Income	58,095	50,264
2023 Per Capita Income	65,651	61,243
2024 Per Capita Income	68,345	59,961

Source: Stats Indiana – Hancock County, Indiana Profile

Employment

<u>Year</u>	<u>Hancock County Unemployment Rate</u>	<u>Hancock County Labor Force</u>	<u>State of Indiana Unemployment Rate</u>
2015	4.2%	37,366	4.8%
2016	3.8	38,689	4.4
2017	3.0	39,174	3.6
2018	3.0	39,772	3.4
2019	2.8	41,110	3.2
2020	5.6	40,363	7.1
2021	2.6	41,318	3.6
2022	2.6	42,932	3.0
2023	2.8	46,313	3.4
2024	3.5	47,260	4.2
2025	3.1	48,450	3.7
2026 (June)	3.1	47,571	3.6

Source: Indiana Department of Workforce Development

Major Employers of Hancock County

<u>Company</u>	<u>Industry</u>	<u>Employees</u>
Walmart Distribution Center	Distribution	2,815
Amazon Fulfillment Center	E-Commerce	2,293
Hancock Health	Healthcare	1,616
Labcorp Drug Development	Medical Laboratories	1,530
Indiana Automotive Fasteners	Manufacturing Automotive	818
Executive Management Services	Commercial Cleaning Services	800
Mt. Vernon Community School Corporation	Public Schools	768
Greenfield-Central Schools	Public Schools	657
Carvana	Auto Inspection/Maint. Center	500
New Palestine Community Schools	Public Schools	439

Source: Hancock County Economic Development Council

Employment by Industry

Annual Industry Distribution of Jobs and Avg. Wage in 2025 (NAICS)	Establishments	Jobs	Pct. Dist.	Annual Average Wage Per Job	Rank in U.S.
Total	29,096	624,912	100.0%	\$80,652	<u>128</u>
Agriculture, Forestry, Fishing and Hunting	36	476	0.1%	\$81,482	<u>34</u>
Mining	12	222	0.0%	\$76,916	<u>577</u>
Utilities	44	2,303	0.4%	\$110,655	<u>652</u>
Construction	2,219	37,588	6.0%	\$90,748	<u>209</u>
Manufacturing	961	55,797	8.9%	\$144,146	<u>19</u>
Wholesale Trade	2,031	27,877	4.5%	\$97,537	<u>251</u>
Retail Trade	2,935	45,134	7.2%	\$43,610	<u>258</u>
Transportation & Warehousing	1,031	44,057	7.1%	\$67,199	<u>755</u>
Information	537	7,067	1.1%	\$87,749	<u>354</u>
Finance and Insurance	1,655	23,908	3.8%	\$114,263	<u>240</u>
Real Estate and Rental and Leasing	1,658	10,897	1.7%	\$74,296	<u>219</u>
Professional, Scientific, and Technical Services	4,564	44,592	7.1%	\$111,488	<u>233</u>
Management of Companies and Enterprises	240	9,688	1.6%	\$132,405	<u>302</u>
Admin. & Support & Waste Mgt. & Rem. Services	2,138	51,825	8.3%	\$48,358	<u>1,038</u>
Educational Services	583	40,620	6.5%	\$60,804	<u>313</u>
Health Care and Social Services	3,181	116,973	18.7%	\$81,927	<u>121</u>
Arts, Entertainment, and Recreation	419	10,819	1.7%	\$95,982	<u>24</u>
Accommodation and Food Services	2,331	44,472	7.1%	\$29,793	<u>347</u>
Other Services (Except Public Administration)	2,359	20,660	3.3%	\$59,625	<u>167</u>
Public Administration	161	29,929	4.8%	\$80,754	<u>429</u>

Source: U.S. Bureau of Labor Statistics (BLS)

D = Not shown to avoid disclosure of confidential information.

N/A = This item is not available.

Note: Average wage may not match published numbers due to rounding.

Building Permits

<u>Year</u>	<u>Permits Issued</u>	<u>Construction Value</u>
2026 (YTD)	428	\$171,397,852
2025	730	453,552,150
2024	720	121,944,120
2023	744	174,858,063
2022	790	699,671,726
2021	826	395,866,935
2020	502	381,439,458
2019	619	213,500,450
2018	608	114,361,165
2017	515	76,227,414
2016	478	89,430,528
2015	458	41,795,696
2014	470	66,098,487
2013	437	44,938,258
2012	565	30,053,336
2011	591	47,733,795
2010	671	37,749,989
2009	493	62,939,803
2008	156	97,452,583
2007	271	92,289,786

Pension Plans

NOTE: The following is excerpted from the County's 2025 Audit:

Public Employees' Retirement Fund

Plan Description

The Indiana Public Employees' Retirement Fund Defined Benefit Plan (PERF DB) is a cost-sharing multiple-employer defined benefit plan and provides retirement, disability, and survivor benefits to plan members. PERF DB is administered through the Indiana Public Retirement System (INPRS) Board in accordance with state statutes (IC 5-10.2 and IC 5-10.3) and administrative code (35 IAC 1.2), which govern most requirements of the system and give the County authority to contribute to the plan.

The Public Employees' Hybrid Plan (PERF Hybrid) consists of two components: PERF DB, the employer-funded monthly defined benefit component, and the Public Employees' Hybrid Members Defined Contribution Account, the defined contribution component.

The Retirement Savings Plan for Public Employees (My Choice) is a multiple-employer defined contribution plan. It is administered through the INPRS Board in accordance

with state statutes (IC 5-10.2 and IC 5-10.3) and administrative code (35 IAC 1.2), which govern most requirements of the system and give the County authority to contribute to the plan.

New employees hired have a one-time election to join either the PERF Hybrid or the My Choice.

Financial Report

INPRS issues a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole and for its participants. That report may be obtained by contacting:

Indiana Public Retirement System
One North Capitol, Suite 001
Indianapolis, IN 46204
Phone: (844) 464-6777

Contributions

Members' contributions are set by state statute at 3 percent of compensation for both the defined contribution component of PERF Hybrid and My Choice. The employer may elect to make the contribution on behalf of the member of the defined contribution component of PERF Hybrid and My Choice members may receive additional employer contribution in lieu of the PERF DB. Contributions to the PERF DB are determined by INPRS Board based on actuarial valuation.

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.

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.

Source of Data and Information

Statistical data and other information set forth under the caption "DESCRIPTION OF THE COUNTY" have been compiled by the County's Municipal Advisor, Financial Solutions Group, Inc., from sources deemed to be reliable.

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APPENDIX B

Outstanding Debt and Taxation

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HANCOCK COUNTY, INDIANA

Outstanding Debt and Taxation

Direct Debt, Lease Obligations and Overlapping Debt (as of August 1, 2026)

<u>Direct Debt</u>	<u>Total Debt</u>	<u>Percent Applicable</u>	<u>Amount Applicable</u>
Hancock County General Obligation Bonds of 2019	1,640,000	100%	\$ 1,640,000
Hancock County General Obligation Bonds of 2021	3,380,000	100%	3,380,000
Hancock County General Obligation Bonds of 2022A	750,000	100%	750,000
Hancock County General Obligation Bonds of 2022B	3,985,000	100%	3,985,000
Hancock County General Obligation Bonds of 2023	4,550,000	100%	4,550,000
Hancock County General Obligation Bonds of 2025	6,500,000	100%	6,500,000
Hancock County General Obligation Bonds of 2026 (Proposed Herein)	6,800,000	100%	6,800,000
Total Direct Debt	<u>\$ 27,605,000</u>		<u>\$ 27,605,000</u>
<u>Lease Obligations</u>			
Local Income Tax Lease Rental Bonds of 2019	<u>\$ 31,930,000</u>	100%	<u>\$ 31,930,000</u>
Total Lease Obligations	<u>\$ 31,930,000</u>		<u>\$ 31,930,000</u>
Total Direct Debt and Lease Obligations	<u>\$ 59,535,000</u>		<u>\$ 59,535,000</u>
<u>Overlapping Debt</u>			
Eastern Hancock Community School Corporation	\$ 7,620,000	100.00%	\$ 7,620,000
Southern Hancock Community School Corporation	55,275,000	100.00%	55,275,000
Greenfield Community School Corporation	70,020,000	100.00%	70,020,000
Mt. Vernon Community School Corporation	189,378,668	100.00%	189,378,668
Buck Creek Township	3,000,000	100.00%	3,000,000
Green Township	485,823	100.00%	485,823
Sugar Creek Township	380,000	100.00%	380,000
Town of Fortville	2,440,000	100.00%	2,440,000
Town of Cumberland	3,750,000	100.00%	3,750,000
City of Greenfield	8,665,704	100.00%	8,665,704
Town of McCordsville	6,346,000	100.00%	6,346,000
Vernon Township	7,335,798	100.00%	7,335,798
Hancock County Public Library	3,600,000	100.00%	3,600,000
Total Overlapping Debt	<u>\$ 358,296,993</u>		<u>\$ 358,296,993</u>
Total Direct and Overlapping Direct Debt and Lease Obligations	<u>\$ 417,831,993</u>		<u>\$ 417,831,993</u>

Direct Debt Issuance Limitation

The County is limited to the issuance of direct general obligation debt to an amount not to exceed 0.67% of the AV of property within the County.

Total Assessed Valuation – 2025 Payable 2026	\$ 7,149,284,108
State Constitutional Limitation - 2% of 1/3 of Net AV	<u>47,661,894</u>

Debt Subject to Limitation

Total Outstanding General Obligation Bonds	<u>\$ 27,605,000</u>
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Issuance Margin	<u>\$ 20,056,894</u>
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Per Capita and Debt Ratio Analysis

Population – 2025	90,969
Assessed Valuation – 2025 Payable 2026	\$ 7,149,284,108

<u>Description</u>	<u>Amount</u>	<u>Debt per Capita</u>	<u>Ratio of Debt/AV</u>
Total Direct Debt and Lease Obligations	\$ 59,535,000	\$ 654.45	0.83%
Total Overlapping Debt	<u>358,296,993</u>	<u>3,938.67</u>	<u>5.01%</u>
Total Direct Debt & Direct Lease Obligations and Overlapping Debt	<u>\$ 417,831,993</u>	<u>\$ 4,593.12</u>	<u>5.84%</u>

Analysis of Hancock County Tax Rate
(per \$100 Assessed Value)

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
County General	\$0.2307	\$0.2229	\$0.2180	\$0.2061	\$0.1789	\$0.1570	\$0.1545	\$0.1545
Reassessment	0.0082	0.0074	0.0058	0.0058	0.0065	0.0046	0.0044	0.0048
Cum. Bridge	0.0500	0.0500	0.0500	0.0500	0.0419	0.0419	0.0419	0.0419
Health	0.0061	0.0061	0.0088	0.0089	0.0073	0.0058	0.0062	0.0076
Debt Service 180	0.0024	0.0000	0.0000	0.0112	0.0104	0.0056	0.0092	0.0085
Debt Service 181	0.0000	0.0110	0.0131	0.0064	0.0110	0.0089	0.0093	0.0089
Bond #2	0.0000	0.0000	0.0000	0.0000	0.0104	0.0109	0.0093	0.0090
Bond #3	0.0000	0.0000	0.0000	0.0000	0.0000	0.0089	0.0088	0.0084
Courthouse Bond	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Debt Payment	0.0104	0.0093	0.0041	0.0000	0.0000	0.0000	0.0000	0.0000
CCD	0.0333	0.0333	0.0333	0.0333	0.0333	0.0333	0.0333	0.0333
Cap. Impr. Bond	<u>0.0032</u>	<u>0.0031</u>	<u>0.0023</u>	<u>0.0007</u>	<u>0.0000</u>	<u>0.0000</u>	<u>0.0000</u>	<u>0.0000</u>
Total County Rate	<u>\$0.3443</u>	<u>\$0.3431</u>	<u>\$0.3354</u>	<u>\$0.3224</u>	<u>\$0.2997</u>	<u>\$0.2769</u>	<u>\$0.2769</u>	<u>\$0.2769</u>

History of Property Taxes

Collection	Gross	Circuit Breaker	Taxes Levied Net of Circuit Breaker Credit	Taxes Collected	Collected as a Percent of Gross Levy	Collected as a Percent of Net Levy
Year	Levy	Credit (1)				
2025	\$ 18,855,992	\$ 883,801	\$ 17,972,191	\$ 18,546,463	98.36%	103.20%
2024	16,600,593	790,409	15,810,184	15,984,717	96.29%	101.1%
2023	15,411,667	1,001,542	14,410,125	14,723,824	95.53%	102.2%
2022	13,685,279	944,400	12,740,879	12,953,173	94.65%	101.7%
2021	13,078,823	909,171	12,420,538	12,378,038	94.64%	99.66%
2020	12,671,931	580,587	12,091,344	12,326,116	97.27%	101.9%
2019	12,276,042	531,725	11,744,317	11,930,267	97.18%	101.6%
2018	11,811,127	654,362	11,156,765	11,357,703	96.16%	101.8%
2017	11,246,208	597,603	10,648,605	10,883,748	96.78%	102.2%
2016	10,967,994	624,424	10,343,570	10,564,039	96.32%	102.1%
2015	10,576,587	658,714	9,917,873	10,051,315	95.03%	101.3%
2014	10,484,694	876,540	9,608,154	9,870,900	94.15%	102.7%
2013	10,733,271	1,011,083	9,722,188	10,061,948	93.75%	103.5%
2012	11,827,358	1,698,577	10,128,781	11,011,724	93.10%	108.7%
2011	11,251,319	791,571	10,459,748	11,127,507	98.90% (2)	106.4%
2010	10,980,639	756,924	10,223,715	10,554,714	96.12%	103.2%
2009	11,243,313	27,639	11,215,674	11,114,726	98.86%	99.1%
2008	10,789,802		10,789,802	10,972,859	101.70%	101.7%
2007	10,895,969		10,895,969	10,719,583	98.38%	98.4%
2006	9,964,275		9,964,275	10,230,236	102.67%	102.7%

(1) Circuit Breaker Credits allocable to the County per the Hancock County Abstract.

(2) For taxes payable in 2011, tax collections were low due to corrections and refunds completed after the property taxes were billed.

Assessed Valuation

<u>Assessment/Collection Year</u>	<u>Assessed Valuation</u>	<u>Percentage Growth</u>
2025/2026	\$7,149,284,108	4.99%
2024/2025	6,809,675,962	13.59%
2023/2024	5,995,158,648	16.58%
2022/2023	5,142,364,598	21.14%
2021/2022	4,244,813,577	8.86%
2020/2021	3,899,470,380	5.58%
2019/2020	3,693,364,006	3.59%
2018/2019	3,565,506,781	4.48%
2017/2018	3,412,634,360	3.48%
2016/2017	3,298,008,283	2.87%
2015/2016	3,206,078,249	4.19%
2014/2015	3,077,272,619	5.04%
2013/2014	2,929,503,798	2.79%
2012/2013	2,850,045,318	0.92%
2011/2012	2,824,106,816	0.88%
2010/2011	2,799,531,996	(0.25)%
2009/2010	2,806,416,708	(5.23)%
2008/2009	2,961,367,340	(17.09)%
2007/2008	3,571,599,524	7.46%
2006/2007	3,323,739,365	6.30%

NOTE: Assessed value decreased for 2008-2009 due to new homestead deduction.

Largest Taxpayers of Hancock County

<u>Name</u>	<u>Pay 2026 Net Assessed Value</u>
Walmart	\$ 97,977,840
Indiana Automotive Fasteners	89,267,237
Exeter Et Al	81,745,098
Hitachi Astemo Greenfield	71,287,980
Avery Dennison Corporation	66,638,582
Hancock Regional Hospital	55,029,188
Amazon.com Services	52,528,310
Covance Laboratories Inc	47,581,172
Aqua Indiana- Western Hancock Utilities	46,910,940
Greenfield Distribution	43,726,200

Source of Data and Information

Statistical data and other information set forth under the “Outstanding Debt and Taxation” have been compiled by the County’s Municipal Advisor, Financial Solutions Group, Inc., from sources deemed to be reliable.

APPENDIX C

Schedule of Total Governmental and General Fund Receipts and Disbursements

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HANCOCK COUNTY, INDIANA

Schedule of Total General Fund Receipts and Disbursements

	2020	2021	2022	2023	2024	2025
<u>Receipts</u>						
<u>Operating Receipts</u>						
Taxes	\$ 15,889,758	\$ 16,858,671	\$ 17,270,567	\$ 18,794,005	\$ 19,949,148	\$ 21,648,527
Licenses and Permits	1,309,922	1,397,625	1,191,706	446,016	486,752	600,001
Intergovernmental	1,872,849	1,738,923	992,408	946,452	1,270,066	1,330,013
Charges for Services	1,583,726	1,827,827	1,675,251	1,658,612	1,795,950	1,154,238
Fines and Forfeits	173,358	162,799	178,467	246,586	303,187	329,398
Miscellaneous	2,996,219	983,664	419,425	4,631,251	5,849,825	6,111,794
Total Operating Receipts	<u>\$ 23,825,832</u>	<u>\$ 22,969,509</u>	<u>\$ 21,727,825</u>	<u>\$ 26,722,921</u>	<u>\$ 29,654,929</u>	<u>\$ 31,173,971</u>
<u>Other Receipts</u>						
Net Proceeds from Borrowings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers In	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>33,086</u>
Total Other Receipts	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 33,086</u>
Total Receipts	<u>\$ 23,825,832</u>	<u>\$ 22,969,509</u>	<u>\$ 21,727,825</u>	<u>\$ 26,722,921</u>	<u>\$ 29,654,929</u>	<u>\$ 31,207,057</u>
<u>Disbursements</u>						
<u>Current</u>						
Personal Services	\$ 14,201,986	\$ 15,288,666	\$ 17,304,811	\$ 19,099,980	\$ 19,981,122	\$ 21,036,596
Supplies	276,516	113,886	132,963	142,229	130,744	191,990
Other Services and Charges	5,537,428	6,056,501	4,465,505	4,424,707	4,796,855	5,626,838
Capital Outlay	-	-	17,399	3,280	-	1,075,369
Other Disbursements	<u>232,575</u>	<u>153,940</u>	<u>698,311</u>	<u>358,101</u>	<u>907,185</u>	<u>467,893</u>
Total Current Disbursements	<u>\$ 20,248,505</u>	<u>\$ 21,612,993</u>	<u>\$ 22,618,988</u>	<u>\$ 24,028,297</u>	<u>\$ 25,815,906</u>	<u>\$ 28,398,686</u>
<u>Other Disbursements</u>						
Other Disbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,155,800</u>	<u>500,000</u>
Total Other Disbursements	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,155,800</u>	<u>\$ 500,000</u>
Total Disbursements	<u>\$ 20,248,505</u>	<u>\$ 21,612,993</u>	<u>\$ 22,618,988</u>	<u>\$ 24,028,297</u>	<u>\$ 27,971,706</u>	<u>\$ 28,898,686</u>
Excess (Deficiency) of Total Revenues Over (Under) Total Disbursements	<u>\$ 3,577,327</u>	<u>\$ 1,356,516</u>	<u>\$ (891,163)</u>	<u>\$ 2,694,624</u>	<u>\$ 1,683,223</u>	<u>\$ 2,308,371</u>
Fund Balances at January 1	<u>\$ 13,180,574</u>	<u>\$ 16,757,901</u>	<u>\$ 18,114,417</u>	<u>\$ 17,223,254</u>	<u>\$ 19,917,878</u>	<u>\$ 21,601,101</u>
Fund Balances at End of Year	<u>\$ 16,757,901</u>	<u>\$ 18,114,417</u>	<u>\$ 17,223,254</u>	<u>\$ 19,917,878</u>	<u>\$ 21,601,101</u>	<u>\$ 23,909,472</u>

Source: Annual Financial Report filed with the State Board of Accounts

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APPENDIX D

Ordinance No. 2026-6A

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HANCOCK COUNTY, INDIANA
GENERAL OBLIGATION BOND
ORDINANCE NO. 2026-6A

WHEREAS, the Board of Commissioners ("Board") of Hancock County, Indiana ("County") has determined that a need exists to undertake the funding and construction of or improvements to new and existing County government buildings, the acquisition of patrol vehicles and the completion of certain public safety improvements, all as further set forth in Exhibit A attached hereto and incorporated herein (collectively, "Projects"); and

WHEREAS, the County is authorized by IC 36-2-6-18 and all laws amendatory thereof and supplemental thereto as in effect on the date of the bonds authorized herein ("Act") to issue bonds to procure moneys to be used in the exercise of the powers of the County; and

WHEREAS, the County Council ("Council") now determines that it is necessary and is a proper exercise of the powers of the County to provide funds for the construction, acquisition and completion of the Projects, together with all necessary appurtenances, related improvements and equipment and incidental expenses and costs of issuance in connection therewith; and

WHEREAS, based upon the advice of the County's municipal advisor, the Council has determined that the estimated cost of the Projects and the incidental expenses necessary to be incurred in connection with the Projects and with the issuance of the bonds to finance the Projects will be in an amount not to exceed Six Million Eight Hundred Thousand Dollars (\$6,800,000); and

WHEREAS, the Council finds that it is necessary to authorize the issuance of bonds in an amount not to exceed Six Million Eight Hundred Thousand Dollars (\$6,800,000) for the purpose of providing funds to be applied to the costs of the Projects, and that the bonds in such amount should now be authorized; and

WHEREAS, the Council has been advised that the total cost of the Projects authorized herein will not exceed the lesser of: (i) \$6,868,664; or (ii) the greater of (a) one percent (1%) of the total gross assessed value of property within the County on the last assessment date, or (b) \$1,000,000 and, the debt service tax rate for the County does not exceed \$0.25, therefore, the bonds will not be issued to fund a controlled project, as defined in IC 6-1.1-20-1.1; and

WHEREAS, the total aggregate amount of outstanding indebtedness of the County (including the bonds authorized herein) does not exceed the constitutional debt limit of the County; such assessment and outstanding indebtedness amounts shall be verified at the time of the payment for and delivery of the bonds;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF HANCOCK COUNTY, INDIANA, THAT:

Section 1. Determination to Proceed; Authorization and Details of Bonds. (a) The Council shall proceed to undertake the Projects.

(b) In order to procure funds with which to pay the costs of the Projects, including the costs of issuance of the bonds on account of the Projects, the Auditor is authorized and directed to have prepared and to issue and sell the bonds of the County, to be designated as "General Obligation Bonds of 2026," in an aggregate principal amount not to exceed Six Million Eight Hundred Thousand Dollars (\$6,800,000) ("Bonds") in accordance with the Act.

(c) The Bonds shall be sold at a price of not less than 98% of the par value thereof, and issued in fully registered form in denominations of \$5,000 or integral multiples thereof, numbered consecutively from 1 upward, dated as of the issue date and shall bear interest at a rate or rates not to exceed seven percent (7%) per annum (the exact rate or rates to be determined by bidding), which interest shall be payable semiannually on January 15 and July 15 of each year, commencing on the

first January 15 or the first July 15 after the date of issuance of the Bonds, as determined by the Auditor with the advice of the County's municipal advisor. Interest on the Bonds shall be calculated according to a 360-day year containing twelve 30-day months. The Bonds shall mature semiannually, or shall be subject to mandatory sinking fund redemption if term bonds are issued, on January 15 and July 15 of each year with a final maturity no later than fifteen (15) years after the date of issuance and in such amounts which will produce as level annual debt service as practicable with \$5,000 denominations.

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 as determined by the successful bidder or by negotiation with the purchaser, but in no event later than the last serial date of the Bonds as determined in accordance with the above paragraph. 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 and in the amounts hereinafter determined in accordance with the above paragraph.

(d) The Board of Commissioners and the Auditor are authorized and directed to appoint a qualified banking institution to serve as Registrar and Paying Agent ("Registrar" or "Paying Agent") for the Bonds, which shall be charged with the responsibility of authenticating the Bonds. The Auditor is hereby authorized to enter into such agreements or understandings with such bank as will enable the bank to perform the services required of a Registrar and Paying Agent. The Auditor is further authorized to pay such fees as the bank may charge for the services it provides as Registrar and Paying Agent, and such fees may be paid from the bond fund established to pay the principal of and interest on the Bonds. Upon agreement between the County and the successful bidder for the

Bonds, the Auditor may be designated as the Registrar and Paying Agent, and, in that case, shall be charged with all responsibilities of a Registrar and Paying Agent.

(e) The principal of the Bonds shall be payable at the principal corporate trust office of the Paying Agent. Interest on the Bonds shall be paid by check mailed by first class mail one business day prior to the interest payment date to the registered owner, as of the first day of the month immediately preceding the interest payment date ("Record Date"), to the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by such registered owner. If payment of principal or interest is made to a 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). All payments on the Bonds shall be made in any lawful money of the United States of America, which on the date of such payment shall be legal tender for the payment of public and private debts.

(f) Each Bond shall be transferable or exchangeable only upon the books of the County kept for that purpose at the principal corporate trust office of the Registrar by the registered owner or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The County and the Registrar and Paying Agent for the Bonds may treat and consider the

person in whose name such Bonds are registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

(g) The Bonds shall bear an original date which shall be their issue date and each Bond shall also bear the date of its authentication. Bonds authenticated on or before the Record Date immediately preceding the first interest payment date shall be paid interest from the original date. Bonds authenticated thereafter shall be paid interest from the interest payment date to which interest has been paid next preceding the date of authentication of such Bonds unless the Bonds are authenticated after the Record Date and on or before the corresponding interest payment date, in which case interest thereon shall be paid from such interest payment date. If at the time of authentication of any Bond interest is in default thereon, that Bond shall bear interest from the date to which interest has been paid in full.

(h) The Bonds shall be signed in the name of the County by the manual or facsimile signature of the Board of Commissioners, and the seal of the County shall be affixed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the Auditor. The Bonds shall be authenticated with the manual signature of an authorized representative of the Registrar, and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon shall have been so executed. Subject to registration provisions, the Bonds shall be negotiable under the laws of the State of Indiana.

(i) The County has determined that it may be beneficial to the County to have the Bonds held by a central depository system pursuant to an agreement between the County and The Depository Trust Company, New York, New York ("Depository Trust Company") and have transfers of the Bonds effected by book-entry on the books of the central depository system ("Book

Entry System"). The Bonds may be initially issued in the form of a separate single authenticated fully registered Bond for the aggregate principal amount of each separate maturity of the Bonds. In such case, upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

With respect to the Bonds registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the County and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner")) of the Bonds with respect to (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Bonds (including any notice of redemption), or (iii) the payment to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the County to make payments of the principal of and premium, if any, and interest on the Bonds pursuant to this ordinance. The County and the Registrar and Paying Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all

principal of and premium, if any, and interest on the Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the County's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the County of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this ordinance shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO., as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the County to the Depository Trust Company.

Upon receipt by the County of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the County kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the bondholders transferring or exchanging the Bonds shall designate, in accordance with the provisions of this ordinance.

If the County determines that it is in the best interest of the bondholders that they be able to obtain certificates for the fully registered Bonds, the County may notify the Depository Trust

Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the County and the Registrar to do so, the Registrar and the County will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause the Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the County indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to bondholders by the County or the Registrar with respect to any consent or other action to be taken by bondholders, the County or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the Bonds are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the County and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of

the Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the bondholders for purposes of this ordinance and the County and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

Section 2. Redemption of Bonds. (a) The Bonds may be subject to optional redemption prior to maturity, but no sooner than four (4) years after their date of issuance, at face value, together with a premium not to exceed two percent (2%) and interest accrued to the date of redemption.

(b) If any Bond is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and corresponding mandatory redemption obligation, in the order determined by the County, any Bonds maturing as term bonds which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Bond maturing as a term bond so delivered or canceled shall be credited by the Paying Agent at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by operation of the

mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date as stated above.

Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate Bond for purposes of redemption. If less than an entire maturity is called for redemption, the Bonds to be called shall be selected by lot by the Registrar.

Notice of redemption shall be mailed to the address of the registered owner as shown on the registration records of the Registrar, as of the date which is forty-five (45) days prior to the date fixed for redemption, not less than thirty (30) days prior to such redemption date, unless notice is waived by the owner of the Bond or Bonds redeemed. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the County. Interest on the Bonds so called for redemption shall cease and the Bonds will no longer be deemed outstanding under this ordinance on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price, including accrued interest and redemption premium, if any, to the redemption date, on the date so named. Failure to give such notice by mailing, or any defect in such notice, with respect to any Bond shall not affect the validity of any proceedings for redemption of other Bonds.

If the Bonds are not presented for payment or redemption on the date fixed therefor, the County may deposit in trust with the Paying Agent, an amount sufficient to pay such Bond or the redemption price, as the case may be, including accrued interest to the date of such payment or redemption, and thereafter the registered owner shall look only to the funds so deposited in trust with the Paying Agent for payment, and the County shall have no further obligation or liability in respect thereto.

Section 3. Form of Bond. The form of the Bonds shall be substantially as follows:

[Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Hancock County, Indiana, or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

NO. ____

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF HANCOCK

HANCOCK COUNTY, INDIANA
GENERAL OBLIGATION BOND OF 2026

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>DATE</u>	<u>AUTHENTICATION</u> <u>DATE</u>	<u>CUSIP</u>
--------------------------------	--------------------------------	--------------------------------	--------------------------------------	--------------

REGISTERED OWNER:

PRINCIPAL SUM:

Hancock County, Indiana ("County"), acknowledges itself indebted, and for value received hereby promises to pay, to the Registered Owner or registered assigns, the Principal Sum set forth above on the Maturity Date set forth above [(unless this bond be subject to and be called for redemption prior to maturity as hereinafter provided)], and to pay interest hereon until the County's obligation with respect to the payment of the Principal Sum shall be discharged at the rate per annum specified above from the interest payment date immediately preceding the date of authentication of this bond unless this bond is authenticated on or before _____ 1, 20__, in which case interest shall be paid from the Original Date or unless this bond is authenticated between the first day of the month preceding an interest payment date and the interest payment date, in which case interest shall be paid from such interest payment date. Interest shall be payable on January 15 and July 15 of each year, commencing _____ 15, 20__.

The principal of and premium, if any, on this bond are payable at the principal office of _____ in the _____ of _____, Indiana ("Paying Agent" or "Registrar"). Interest on this bond shall be paid by check mailed by first class mail one business day prior to the interest payment date, to the Registered Owner, as of the first day of the month immediately preceding the interest payment date, to the address as it appears on the

registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the Registered Owner. If payment of principal or interest is made to a 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 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). All payments on this bond shall be made in any coin or currency of the United States of America, which on the dates of such payment shall be legal tender for the payment of public and private debts.

The County covenants that it will cause a property tax for the payment of the principal of and interest on this bond to be levied, collected, appropriated and applied for that purpose as set forth in IC 6-1.1-18.5-8. The bonds are subject to IC 6-1.1-20.6 regarding certain tax credits and the State of Indiana intercept of funds to pay debt service on the bonds.

It is hereby certified, recited and declared that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law; that this bond and the total issue of the bonds is within every limit of indebtedness as prescribed by the constitution and laws of the State of Indiana.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by an authorized representative of the Registrar.

This bond is one of an authorized issue of bonds of Hancock County, Indiana, designated "General Obligation Bonds of 2026" aggregating _____ Dollars (\$ _____); numbered consecutively from 1 upward; issued for the purpose of procuring funds to be applied on the cost of funding the construction of or improvements to new and existing County government buildings, the acquisition of patrol vehicles and the completion of certain public safety improvements, together with all necessary appurtenances, related improvements and equipment and the costs of issuance of bonds therefor as further set forth on Exhibit A of the hereinafter defined Ordinance, which bonds are issued pursuant to a Bond Ordinance adopted by the Hancock County Council ("County Council"), on the _____ day of _____, 2026 ("Ordinance"), authorizing the issuance and sale of bonds of the County and Title 36, Article 2, Chapter 6, Section 18 of the Indiana Code as in effect on the date of issuance of this bond.

This bond is transferable or exchangeable only upon the books of the County kept for that purpose at the office of the Registrar, by the Registered Owner or by its attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or its attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or to the Registered Owner, as the case may be, in exchange therefor. The County, the Registrar and the Paying Agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

[The bonds shall be initially issued in a Book Entry System (as defined in the Ordinance). The provisions of this bond and of the Ordinance are subject in all respects to the provisions of the Letter of Representations between the County and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.]

[The County has designated the bonds as qualified tax-exempt obligations to qualify the bonds for the \$10,000,000 exception from the provisions of Section 265(b) of the Internal Revenue Code of 1986, as amended and in effect on the issue date of the bonds, relating to the disallowance of 100% of the deduction for interest expense allocable to tax-exempt obligations.]

[The bonds of this issue maturing on _____ 15, 20____, and thereafter, are redeemable at the option of the County on _____ 15, 20____, or any date thereafter, on thirty (30) days' notice, in whole or in part, in the order of maturity as determined by the County and by lot within a maturity, at face value, with the following premium[s]:

_____ % if redeemed on _____ 15, 20____ or thereafter
on or before _____ 15, 20____;
0% if redeemed on _____ 15, 20____ or thereafter
prior to maturity;

plus in each case accrued interest to the date fixed for redemption.]

[The bonds maturing on _____ 15, 20____ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest, on the dates and in the amounts set forth below:

<u>Term Bond</u>	
<u>Date</u>	<u>Amount</u>

*

* Final Maturity]

[Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate bond for purposes of optional or mandatory redemption. If less than an entire maturity is called for redemption, the bonds to be called shall be selected by lot by the Registrar. If some bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the bonds for optional redemption before selecting the bonds by lot for the mandatory sinking fund redemption.

Notice of redemption shall be mailed to the address of the registered owner as shown on the registration record of the Registrar, as of the date which is forty-five (45) days prior to the date fixed for redemption, not less than thirty (30) days prior to such redemption date, unless said notice is waived by the registered owner of this bond. Any notice shall specify the date and place of redemption and sufficient identification of the bonds called for redemption. The place of redemption may be determined by the County. Interest on the bonds so called for redemption shall cease on the redemption date fixed in such notice, if sufficient funds are available at the place of redemption to pay the redemption price, including interest accrued to the redemption date, on the date so named.

Failure to give such notice by mailing, or any defect in such notice, with respect to any bond shall not affect the validity of any proceedings for redemption of other bonds.]

If this bond shall not be presented for payment [or redemption] on the date fixed therefor, the County may deposit in trust, with the Paying Agent, an amount sufficient to pay such bond [or the redemption price, as the case may be], including accrued interest to the date of such payment or redemption, and thereafter the registered owner shall look only to the funds so deposited in trust with that bank for payment, and the County shall have no further obligation or liability in respect thereto.

THE OWNER OF THIS BOND, BY THE ACCEPTANCE OF THIS BOND HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE ORDINANCE. The bonds are subject to defeasance prior to redemption or payment as provided in the Ordinance. The Ordinance may be amended without the consent of the owners of the bonds (as provided in the Ordinance) if the County Council in its sole discretion, determines that the amendment shall not adversely affect the rights of any of the owners of the bonds.

The bonds maturing in any one year are issuable only in fully registered form in the denomination of \$5,000 or integral multiples thereof, not exceeding the aggregate principal amount of the bonds maturing in such year.

IN WITNESS WHEREOF, Hancock County, Indiana, has caused this bond to be executed in the name of the County by the manual or facsimile signature of its Board of Commissioners, the seal of the County or a facsimile thereof to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of the Auditor.

HANCOCK COUNTY, INDIANA

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

(SEAL)

ATTEST:

Auditor

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Ordinance.

_____, as Registrar

By: _____
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ this bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within bond in the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever

(End of Bond Form)

Section 4. Sale of Bonds; Official Statement; Continuing Disclosure. (a) Prior to the sale of the Bonds, the Auditor may cause to be published either (i) a notice of such sale two (2) times at least one (1) week apart in the newspaper or newspapers in accordance with IC 5-1-11-2(a) and IC 5 1-11-1(a)(1) which meets the requirements of IC 5-3-1, with the first publication occurring at least fifteen (15) days prior to the sale date and the second publication occurring at least three (3) days prior to the sale date; (ii) a notice of intent to sell bonds in the *Indianapolis Business Journal* and the newspaper or newspapers which meet the requirements of IC 5-3-1, as described in (i) above, all in accordance with IC 5-1-11-2(b) and IC 5 1-11-1(a)(1) and IC 5-3-1; (iii) a notice or notices as determined by the Auditor, upon the advice of the County's municipal advisor, to assist the

County with the sale of the Bonds pursuant to IC 5-1-11-1(a)(2); or (iv) the County may negotiate a sale with a potential bidder, upon the advice of the County's municipal advisor. At the election of the County, a notice or summary notice of sale may be published in the *Indianapolis Business Journal* or *The Bond Buyer*, financial journals published in the City of Indianapolis and in the County and State of New York, respectively, in the discretion of the Auditor. If published, the notice shall state the purpose for which the Bonds are being issued, the total amount of the Bonds, the maximum rate of interest on the Bonds, the time and place of payment, the terms and conditions on which bids will be received and the sale made, and such other information as the Auditor, upon advice of counsel deems necessary. The notice will also state that the winning bidder will agree to assist the County in establishing the issue price of the Bonds under Treas. Reg. Section 1.148-1(f) ("Issue Price Regulation"). The criteria for establishing the issue price under the Issue Price Regulation shall be set forth in the preliminary Official Statement and/or the bid form. The notice may provide, among other things, that electronic bidding will be permitted and that the successful bidder may be required, at the election of the County, to submit a certified or cashier's check or a wire transfer to guarantee performance on the part of the bidder by 3:30 p.m. (EDT/EST) on the next business day following the award. If a deposit is required, in the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then the proceeds of such deposit shall become the property of the County and shall be considered as its liquidated damages on account of such default.

If a competitive sale is utilized, bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, not exceeding seven percent (7%) or such lower maximum rate set forth in the notice, and such interest rate or rates shall be in multiples of one-eighth ($1/8$), one-twentieth ($1/20$) or one-hundredth ($1/100$) of one percent (1%). No conditional bid

or bid for less than ninety-eight percent (98%) of the face amount of the Bonds will be considered and the Auditor shall award the Bonds to the highest responsible and qualified bidder. The highest bidder shall be the one who offers the lowest net interest cost to the County, computing the total interest on all of the Bonds to the maturities and adding thereto the discount bid, if any, and deducting therefrom the premium bid, if any. The Auditor shall have full right to reject any and all bids. For a competitive sale, if no acceptable bid is received at the time fixed in the notice for sale of the Bonds, the Auditor shall be authorized to continue to receive bids from day to day thereafter for a period not to exceed thirty (30) days, without re-advertising, but during such continuation, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time fixed for such sale in the notice. No conditional bid or bid for less than all of the Bonds will be considered.

Prior to the delivery of the Bonds, the Auditor shall obtain a legal opinion as to the validity of the Bonds from Ice Miller LLP, bond counsel, of Indianapolis, Indiana, and shall furnish this opinion to the purchaser of the Bonds. The cost of this opinion, the services of the County Attorney and the services of the County's municipal advisor shall be considered as part of the costs incidental to these proceedings and may be paid out of proceeds of the Bonds.

(b) Distribution of an Official Statement (preliminary and final) for the Bonds prepared by the County's municipal advisor, on behalf of the County, is hereby authorized and approved and the Board of Commissioners or the Auditor are authorized and directed to execute the Official Statement on behalf of the County in a form consistent with this ordinance. The Board of Commissioners or the Auditor are hereby authorized to designate the Official Statement as nearly final for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

(c) If necessary to sell the Bonds, the Board of Commissioners and the Auditor are hereby authorized and directed to complete, execute and attest on behalf of the County a Continuing Disclosure Undertaking ("Disclosure Undertaking") that complies with the requirements of SEC Rule 15c2-12. Notwithstanding any other provisions of this ordinance, failure of the County to comply with the Disclosure Undertaking shall not be considered an event of default under the Bonds or this ordinance.

Section 5. Preparation of Bonds. The Auditor is hereby authorized and directed to have the Bonds prepared, and the Board of Commissioners and the Auditor are hereby authorized and directed to execute the Bonds in the form and manner provided in this ordinance.

Section 6. Defeasance. If, when the Bonds or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or a portion thereof for redemption shall have been given, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds then outstanding or any portion thereof shall be paid, or (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, the principal of and the interest on which when due will provide sufficient moneys, or shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case, the Bonds issued hereunder or any designated portion thereof shall no longer be deemed outstanding or entitled to the pledge of taxes to be levied upon all property in the County.

Section 7. Deposit and Application of Bond Proceeds; Surplus to Bond Payment Fund. The Auditor is hereby authorized and directed to deposit the proceeds of the Bonds in a separate fund ("Bond Proceeds Fund") to pay for: (1) the cost of the Projects and all other costs and expenses

incurred in connection with the Projects; and (2) costs of issuance of the Bonds. Any accrued interest received for the Bonds shall be deposited into the Bond Proceeds Fund and used to pay interest on the Bonds. Except as described in this Section, the Bond Proceeds Fund may not be used for any other purpose. The Bond Proceeds Fund shall, in accordance with IC 5-13, be deposited, at interest, with the depository or depositories of other public funds of the County, and all interest collected on it belongs to the fund. Any surplus remaining from the proceeds of the Bonds after all costs and expenses are fully paid shall, in accordance with IC 5-1-13, be paid into and become a part of the County's hereinafter defined Bond Payment Fund for the Bonds or used to reduce the rate or amount of ad valorem property taxes imposed by the County.

Section 8. Covenant to Levy Tax. In order to provide for the payment of the principal of and interest on the Bonds, there shall be levied in each year upon all taxable property in the County, real and personal, and collected a tax in an amount and in such manner sufficient to meet and pay the principal of and interest on the Bonds as they become due, and the proceeds of this tax are hereby pledged solely to the payment of the Bonds. Such tax shall be deposited first, before any other deposits of tax revenues by the County, into a separate bond fund ("Bond Payment Fund") and used to pay the principal of and interest on the Bonds, when due, together with any fiscal agency charges. If the funds deposited into the Bond Payment Fund are then insufficient to meet and pay the principal of and interest on the Bonds as they become due, then the County covenants to transfer other available funds of the County to meet and pay the principal and interest then due on the Bonds.

Notwithstanding any other provision of this ordinance, the County may enter into an agreement with the Registrar and Paying Agent in which the Registrar agrees that upon any default or insufficiency in the payment of principal of and interest on the Bonds as provided in this ordinance, the Registrar will immediately, without any direction, security or indemnity, file a claim

with the Treasurer of the State of Indiana for an amount equal to principal and interest in default and consents to the filing of any such claim by a bondholder in the name of the Registrar for deposit with the Registrar.

If the Auditor is designated as the Registrar and Paying Agent or if the Registrar and Paying Agent declines to undertake the duties described in the preceding paragraph, the County covenants, under IC 6-1.1-20.6-10, to determine if the Bond Payment Fund has sufficient funds to pay the principal of and interest on the Bonds at least five (5) days before such payments are due. If the Bond Payment Fund is not sufficient because of the operation of the tax credits granted under the provisions of IC 6-1.1-20.6, the County agrees to the following:

(a) The Auditor shall determine or cause to be determined the amount of the deficiency in the Bond Payment Fund ("Deficiency"); and

(b) The Deficiency shall be immediately reported and a claim filed by the County with the Treasurer of the State of Indiana for an amount equal to such Deficiency.

Section 9. Tax Covenants and Representations. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as existing on the date of issuance of the Bonds and the Regulations in effect and applicable to the Bonds on the date of issuance of the Bonds (collectively, "Code") and as an inducement to purchasers of the Bonds, the Council represents, covenants and agrees that:

(a) The Projects will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity other than the County or another state or local governmental unit will use more than 10% of the proceeds of the Bonds or property financed by the Bond proceeds other than as a member of the general public. No person or entity other than the County or another state or local

governmental unit will own property financed by Bond proceeds or will have any actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, arrangements such as take or pay or output contracts or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Bonds. If the County enters into a management contract for the Project, the terms of the contract will comply with IRS Revenue Procedure 97-13, as it may be amended, supplemented or superseded from time to time, so that the contract will not give rise to private business use under the Code and the Regulations, unless such use in aggregate relates to no more than 10% of the proceeds of the Bonds.

(b) No more than 10% of the principal of or interest on the Bonds is (under the terms of the Bonds, this ordinance or any underlying arrangement), directly or indirectly, secured by an interest in property used or to be used for any private business use or payments in respect of any private business use or payments in respect of such property or to be derived from payments (whether or not to the County) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than 5% of the Bond proceeds will be loaned to any person or entity other than another state or local governmental unit. No more than 5% of the 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.

(d) The County reasonably expects, as of the date hereof, that the Bonds will not meet either the private business use test described in paragraph (a) and (b) above or the private loan test described in paragraph (c) above during the entire term of the Bonds.

(e) No more than 5% of the proceeds of the Bonds will be attributable to private business use as described in (a) and private security or payments described in (b) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any governmental use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(f) The County 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 tax purposes on the Bonds pursuant to Section 103 of the Code, nor will the County act in any other manner which would adversely affect such exclusion. The County covenants and agrees not to enter into any contracts or arrangements which would cause the Bonds to be treated as private activity bonds under Section 141 of the Code.

(g) It shall be not an event of default under this ordinance if the interest on any Bond is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Bonds.

(h) These covenants are based solely on current law in effect and in existence on the date of delivery of such Bonds.

(i) The County represents that it will rebate any arbitrage profits to the United States in accordance with Section 103 of the Code.

(j) Notwithstanding any other provisions of this ordinance, the covenants and authorizations contained in this ordinance ("Tax Sections") which are designed to preserve the exclusion of interest on the Bonds from gross income under federal law ("Tax Exemption") need not

be complied with if the County receives an opinion of nationally recognized bond counsel that compliance with any Tax Section is unnecessary to preserve the Tax Exemption.

Section 10. Debt Limit Not Exceeded. The County represents and covenants that the Bonds herein authorized, when combined with other outstanding indebtedness of the County at the time of issuance of the Bonds, will not exceed any applicable constitutional or statutory limitation on the County's indebtedness.

Section 11. Severability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 12. Repeal of Conflicting Provisions. All ordinances, or parts thereof, in conflict with the provisions of this ordinance, are, to the extent of such conflict, hereby repealed or amended.

Section 13. Amendments to Ordinance. This ordinance may, from time to time hereafter, be amended without the consent of the owners of the Bonds, if in the sole discretion of the County Council, such amendment shall not adversely affect the rights of the owners of any of the Bonds.

Section 14. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and signing by the Board of Commissioners.

Adopted this 8th day of July, 2026.

HANCOCK COUNTY COUNCIL

Shulby
Don
Col. Lowder
Mary Noel
Kent Frost
T. Lett Woldy
CE

Attest:

William A. Carnes
Auditor

EXHIBIT A

Costs of one or more of the Projects delineated below, including all capital expenditures and incidental expenses and costs for such other capital improvements and expenditures required by the County in connection therewith:

1. Hancock County Courthouse windows and doors which are in need of replacement and repair to meet current safety standards and support the presence of the public in the Courthouse.
2. Upgrade critical E911 equipment, including but not limited to radios to ensure faster, safer, and more reliable emergency services for the community.
3. Essential equipment for the Hancock County Sheriff's Department to and include the replacement of aging patrol vehicles to maintain a reliable, safe and effective law enforcement services.
4. Hancock County Government Buildings – funds are required to build, renovate, remodel County Government buildings, including but not limited to a new truck facility for the highway department, to improve operational efficiency, safety and long term infrastructure reliability.
5. IT equipment upgrade to ensure the continued needs of the County to serve its citizens and maintain the security of County information and data.

Each together with all necessary appurtenances, related improvements and equipment.

APPENDIX E

Form of Bond Counsel Opinion

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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.

_____, 2026

Re: Hancock County, Indiana
General Obligation Bonds of 2026
Total Issue: \$ _____
Dated: _____, 2026

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Hancock County, Indiana ("Issuer") of \$ _____ of its General Obligation Bonds of 2026, dated _____, 2026 ("Bonds"). We have examined the law and the certified transcript of proceedings of the Issuer had relative to the authorization, issuance and sale of the Bonds and such other papers as we deem necessary to render this opinion. We have relied upon the certified transcript of proceedings and certificates of public officials of the Issuer, including the Issuer's tax covenants and representations ("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 Bonds are the valid and binding general obligations of the Issuer.
2. The Bonds are payable from an ad valorem tax levied and collected on all taxable property of the Issuer; however, the Issuer's collection of the levy may be limited by operation of IC 6-1.1-20.6, which provides taxpayers with tax credits for 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 is required by law to fully fund the payment of principal of and interest on the Bonds in an amount sufficient to pay the debt service, regardless of any reduction in property tax collections due to the application of such tax credits.
3. Under statutes, decisions, regulations and rulings existing on this date, interest on the Bonds is exempt from income taxation in the State of Indiana ("State"). This opinion relates only to the exemption of interest on the Bonds from State income taxes.

4. Under federal statutes, decisions, regulations and rulings existing on this date, the interest on the Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended ("Code"), and is not an item of tax preference for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations. This opinion is conditioned on continuing compliance by the Issuer with the 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 nor have we undertaken to review the accuracy, completeness or sufficiency of the Official Statement or any offering material relating to the Bonds, and we express no opinion thereon.

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 their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity. It is to be 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 Issuer, the State and the United States of America.

Very truly yours,

APPENDIX F

Form of Continuing Disclosure Agreement

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CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Agreement") is made this ____ day of _____, 2026, from Hancock County, Indiana (the "Promisor"), to each registered owner or holder of any Bond (as hereinafter defined) (each, a "Promisee");

WITNESSETH THAT:

WHEREAS, the Promisor is issuing its General Obligation Bonds, Series 2026 (the "Bonds") pursuant to Ordinance No. _____ adopted by the County Council of the Promisor on _____, 2026 (the "Ordinance"); and

WHEREAS, _____ (the "Underwriter") is, in connection with an offering of the Bonds directly or indirectly by or on behalf of the Promisor, purchasing the Bonds from the Promisor and selling the Bonds to certain purchasers; and

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

WHEREAS, the Promisor desires to enter into this Agreement in order to assist the Underwriter in complying with the Rule; and

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

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

Section 1. Definitions. The terms defined herein, including the terms defined above and in this Section 1, shall have the meanings herein specified unless the context or use clearly indicates another or different meaning or intent. Any terms defined in the Rule, but not otherwise defined herein, shall have the meanings specified in the Rule unless the context or use clearly indicates another or different meaning or intent.

(a) "Bond" shall mean any of the Bonds.

- (b) "Bondholder" shall mean any registered or beneficial owner or holder of any Bond.
- (c) "Final Official Statement" shall mean the Final Official Statement, dated _____, 2026, relating to the Bonds, including any document included therein by specific reference which is available to the public on the MSRB's Internet Web site or filed with the Commission.
- (d) "Financial Obligation" shall mean (i) a debt obligation, (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of either clause (i) or (ii); provided, however, "Financial Obligation" shall not include any municipal securities (as defined in the Act) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.
- (e) "Fiscal Year" of any person shall mean any period from time to time adopted by such person as its fiscal year for accounting purposes, which as of the date of this Agreement shall be January 1 through and including the immediately following December 31 of each year.
- (f) "MSRB" shall mean the Municipal Securities Rulemaking Board.
- (g) "Obligated Person" shall mean any person who is either generally or through an enterprise, fund or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Bonds (other than any providers of municipal bond insurance, letters of credit or liquidity facilities), for whom financial information or operating data is presented in the Final Official Statement.
- (h) "State" shall mean the State of Indiana.

Section 2. Term. The term of this Agreement shall commence on the date of delivery of the Bonds by the Promisor to the Underwriter and shall expire on the earlier of (a) the date of payment in full of principal of and premium, if any, and interest on the Bonds, whether upon scheduled maturity, redemption, acceleration or otherwise, or (b) the date of defeasance of the Bonds in accordance with the terms of the Ordinance.

Section 3. Obligated Person(s). The Promisor hereby represents and warrants that, as of the date hereof:

- (a) The only Obligated Persons with respect to the Bonds is the Promisor; and
- (b) Although there have been instances in the five (5) years prior to the date of the Final Official Statement in which the Promisor failed to comply with one or more of its previous undertakings in a written contract or

agreement specified in paragraph (b)(5)(i) of the Rule, it has taken steps to correct all such failures and to assure compliance in the future.

Section 4. Undertaking to Provide Information.

- (a) The Promisor hereby undertakes to provide the following to the MSRB in an electronic format as prescribed by the MSRB, either directly or indirectly through a registrar or designated agent, for the Promisor:

- (i) Annual Financial Information. Within one hundred eighty (180) days after the close of each Fiscal Year of the Promisor beginning with the Fiscal Year ending on December 31, 2026, the following financial information and operating data for such Promisor:

(A) Annual unaudited financial statements of the Promisor for as submitted to the Indiana Department of Local Government Finance, and

(B) Financial information and operating data (excluding any demographic information or forecast) of the type provided in (1) the tables under the following headings in APPENDIX B of the Final Official Statement: "Schedule of Historical Net Assessed Valuation," "Per Capita and Debt Ratio Analysis," "Analysis of Hancock County Tax Rates," "History of Property Taxes" "Assessed Valuation," and "Largest Taxpayers of Hancock County", and (2) the table in APPENDIX C of the Final Official Statement under the heading "Statement of Receipts and Disbursements."

(the financial information set forth in Section 4(a)(i)(A) hereof and the financial information and operating data set forth in Section 4(a)(i)(B) hereof, collectively, the "Annual Financial Information");

- (ii) If not submitted as part of the Annual Financial Information, then when and if available, audited financial statements for such Obligated Person;

- (iii) Within ten (10) business days of the occurrence of any of the following events with respect to the Bonds, if material (which determination of materiality shall be made by the Promisor in accordance with the standards established by federal securities laws):

(A) Non-payment related defaults;

(B) Modifications to rights of Bondholders;

- (C) Bond calls (other than mandatory, scheduled redemptions, not otherwise contingent upon the occurrence of an event, the terms of which redemptions are set forth in detail in the Final Official Statement);
 - (D) Release, substitution or sale of property securing repayment of the Bonds;
 - (E) The consummation of a merger, consolidation, or acquisition involving the Obligated Person, or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
 - (F) Appointment of a successor or additional trustee or the change of name of a trustee; and
 - (G) Incurrence of a Financial Obligation of the Obligated Person or agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation of the Obligated Person, any of which affect Bondholders.
- (iv) Within ten (10) business days of the occurrence of any of the following events with respect to the Bonds, regardless of materiality:
- (A) Principal and interest payment delinquencies;
 - (B) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (C) Unscheduled draws on credit enhancements reflecting financial difficulties;
 - (D) Substitution of credit or liquidity providers, or their failure to perform;
 - (E) Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
 - (F) Defeasances;
 - (G) Rating changes;

- (H) The issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;
 - (I) Tender offers;
 - (J) Bankruptcy, insolvency, receivership or similar events of the Obligated Person; and
 - (K) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.
- (v) In a timely manner, notice of a failure of such Obligated Person to provide required Annual Financial Information or audited financial statements, on or before the date specified in this Agreement.
- (b) Any financial statements of any Obligated Person provided pursuant to subsection (a)(i) of this Section 4 shall be prepared in accordance with any accounting principles mandated by the laws of the State, as in effect from time to time, or any other consistent accounting principles that enable market participants to evaluate results and perform year to year comparisons, but need not be audited.
 - (c) Any Annual Financial Information or audited financial statements may be set forth in a document or set of documents, or may be included by specific reference to documents available to the public on the MSRB's Internet Web site or filed with the Commission.
 - (d) If any Annual Financial Information otherwise required by subsection (a)(i) of this Section 4 no longer can be generated because the operations to which it relates have been materially changed or discontinued, a statement to that effect shall be deemed to satisfy the requirements of such subsection.
 - (e) All documents provided to the MSRB under this Agreement shall be accompanied by identifying information as prescribed by the MSRB.

Section 5. Termination of Obligation. The obligation to provide Annual Financial Information, audited financial statements and notices of events under Section 4(a) hereof shall terminate with respect to any Obligated Person, if and when such Obligated Person no longer remains an obligated person (as defined in the Rule) with respect to the Bonds.

Section 6. Bondholders. Each Bondholder is an intended beneficiary of the obligations of the Promisor under this Agreement, such obligations create a duty in the Promisor to each

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

Section 7. Limitation of Rights. Nothing expressed or implied in this Agreement is intended to give, or shall give, to the Underwriter, the Commission or any Obligated Person, or any underwriters, brokers or dealers, or any other person, other than the Promisor, each Promisee and each Bondholder, any legal or equitable right, remedy or claim under or with respect to this Agreement or any rights or obligations hereunder. This Agreement and the rights and obligations hereunder are intended to be, and shall be, for the sole and exclusive benefit of the Promisor, each Promisee and each Bondholder.

Section 8. Remedies.

- (a) The sole and exclusive remedy for any breach or violation by the Promisor of any obligation of the Promisor under this Agreement shall be the remedy of specific performance by the Promisor of such obligation. Neither any Promisee nor any Bondholder shall have any right to monetary damages or any other remedy for any breach or violation by the Promisor of any obligation of the Promisor under this Agreement, except the remedy of specific performance by the Promisor of such obligation.
- (b) No breach or violation by the Promisor of any obligation of the Promisor under this Agreement shall constitute a breach or violation of or default under the Bonds or the Ordinance.
- (c) Any action, suit or other proceeding for any breach or violation by the Promisor of any obligation of the Promisor under this Agreement shall be instituted, prosecuted and maintained only in a court of competent jurisdiction in Hancock County, Indiana.
- (d) No action, suit or other proceeding for any breach or violation by the Promisor of any obligation of the Promisor under this Agreement shall be instituted, prosecuted or maintained by any Promisee or any Bondholder unless, prior to instituting such action, suit or other proceeding: (i) such Promisee or such Bondholder has given the Promisor notice of such breach or violation and demand for performance; and (ii) the Promisor has failed to cure such breach or violation within sixty (60) days after such notice.

Section 9. Waiver. Any failure by any Promisee or any Bondholder to institute any suit, action or other proceeding for any breach or violation by the Promisor of any obligation of the Promisor under this Agreement, within three hundred sixty (360) days after the date such Promisee or such Bondholder first has knowledge of such breach or violation, shall constitute a waiver by such Promisee or such Bondholder of such breach or violation and, after such waiver, no remedy shall be available to such Promisee or such Bondholder for such breach or violation.

Section 10. Annual Appropriations. This Agreement and the obligations of the Promisor hereunder are subject to annual appropriation by the fiscal body of the Promisor.

Section 11. Limitation of Liability. The obligations of the Promisor under this Agreement are special and limited obligations of the Promisor, payable solely from funds on deposit in the Promisor's General Fund. The obligations of the Promisor under this Agreement are not and shall never constitute a general obligation, debt or liability of the Promisor or the State, or any political subdivision thereof, within the meaning of any constitutional limitation or provision, or a pledge of the faith, credit or taxing power of the Promisor or the State, or any political subdivision thereof, and do not and shall never constitute or give rise to any pecuniary liability or charge against the general credit or taxing power of the Promisor or the State, or any political subdivision thereof.

Section 12. Immunity of Officers, Directors, Members, Employees and Agents. No recourse shall be had for any claim based upon any obligation in this Agreement against any past, present or future officer, director, member, employee or agent of the Promisor, as such, either directly or through the Promisor, under any rule of law or equity, statute or constitution.

Section 13. Amendment of Obligations. The Promisor may, from time to time, amend any obligation of the Promisor under this Agreement, without notice to or consent from any Promisee or any Bondholder, if: (a)(i) such amendment 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 any Obligated Person, or type of business conducted, (ii) this Agreement, after giving effect to such amendment, would have complied with the requirements of the Rule on the date hereof, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (iii) such amendment does not materially impair the interests of any Bondholders, as determined either by (A) any person selected by the Promisor that is unaffiliated with the Promisor or any Obligated Person or (B) an approving vote of the Bondholders pursuant to the terms of the Ordinance at the time of such amendment; or (b) such amendment is otherwise permitted by the Rule.

Section 14. Assignment and Delegation. Neither any Promisee nor any Bondholder may, without the prior written consent of the Promisor, assign any of its rights under this Agreement to any other person. The Promisor may not assign any of its rights or delegate any of its obligations under this Agreement to any other person, except that the Promisor may assign any of its rights or delegate any of such obligations to any entity (a) into which the Promisor merges, with which the Promisor consolidates or to which the Promisor transfers all or substantially all of its assets or (b) which agrees in writing for the benefit of Bondholders to assume such rights or obligations.

Section 15. Communications. Any information, datum, statement, notice, certificate or other communication required or permitted to be provided, delivered or otherwise given hereunder by any person to any other person shall be in writing and, if such other person is the Promisor, shall be provided, delivered or otherwise given to the Promisor at the following address:

Hancock County, Indiana
c/o County Auditor
111 South American Legion Place, Suite 217
Greenfield, IN 46140

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

Section 16. Knowledge. For purposes of this Agreement, each Promisee and each Bondholder shall be deemed to have knowledge of the provision and content of any information, datum, statement or notice provided by the Promisor to the MSRB on the date such information, datum, statement or notice is so provided, regardless of whether such Promisee or such Bondholder was a registered or beneficial owner or holder of any Bond at the time such information, datum, statement or notice was so provided.

Section 17. Performance Due on other than Business Days. If the last day for taking any action under this Agreement is a day other than a business day, such action may be taken on the next succeeding business day and, if so taken, shall have the same effect as if taken on the day required by this Agreement.

Section 18. Waiver of Assent. Notice of acceptance of or other assent to this Agreement is hereby waived.

Section 19. Governing Law. This Agreement and the rights and obligations hereunder shall be governed by and construed and enforced in accordance with the internal laws of the State, without reference to any choice of law principles.

Section 20. Severability. If any portion of this Agreement is held or deemed to be, or is, invalid, illegal, inoperable or unenforceable, the validity, legality, operability and enforceability of the remaining portions of this Agreement shall not be affected, and this Agreement shall be construed as if it did not contain such invalid, illegal, inoperable or unenforceable portion.

Section 21. Rule. This Agreement is intended to be an agreement or contract in which the Promisor has undertaken to provide that which is required by paragraph (b)(5) of the Rule. If and to the extent this Agreement is not such an agreement or contract, this Agreement shall be deemed to include such terms not otherwise included herein, and to exclude such terms not otherwise excluded herefrom, as are necessary to cause this Agreement to be such an agreement or contract.

Section 22. Interpretation. The use herein of the singular shall be construed to include the plural, and vice versa, and the use herein of the neuter shall be construed to include the masculine and feminine. Unless otherwise indicated, the words "hereof," "herein," "hereby" and "hereunder," or words of similar import, refer to this Agreement as a whole and not to any particular section, subsection, clause or other portion of this Agreement.

Section 23. Captions. The captions appearing in this Agreement are included herein for convenience of reference only, and shall not be deemed to define, limit or extend the scope or intent of any rights or obligations under this Agreement.

IN WITNESS WHEREOF, the Promisor has caused this Agreement to be executed on the date first above written.

HANCOCK COUNTY, INDIANA

By: Board of Commissioners of Hancock
County, Indiana

Commissioner

Commissioner

Commissioner

ATTEST:

County Auditor

APPENDIX G

Form of Issue Price Certificate

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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) Hancock County, Indiana (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.

(b) 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 and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(c) 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 receive 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.

(d) 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, provided that the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or Bond Counsel. 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.

(e) 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 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.

(f) By submitting a bid, each bidder acting as an Underwriter confirms that: (i) any agreement among Underwriters, any selling group agreement and each third-party 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 third-party distribution agreement, as applicable: (1) to report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Purchaser that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Purchaser, and (2) to promptly notify the Purchaser of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the Public, and (3) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the Purchaser shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the Public, (ii) any agreement among Underwriters or other selling group agreement 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 or dealer that is a party to a third-party 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 third-party distribution agreement to report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Purchaser or such Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Purchaser or such Underwriter.

(g) Sales of any Bonds to any person that is a related party to an Underwriter participating in the initial sale of the Bonds to the Public shall not constitute sales to the Public for purposes of this Appendix _____. Further, for purposes of this Appendix:

- (1) "Public" means any person other than an Underwriter or a related party,
- (2) "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 third-party distribution agreement participating in the initial sale of the Bonds to the Public),
- (3) 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 (A) more than 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), (B) 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 (C) 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),

- (4) "Sale Date" means the date that the Bonds are awarded by the Issuer to the winning bidder,
- (5) "Closing" and "Closing Date" mean the day the Bonds are delivered to the Purchaser and payment is made thereon to the Issuer, and
- (6) "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.

SCHEDULE I
\$6,800,000*
HANCOCK COUNTY, INDIANA
GENERAL OBLIGATION BONDS OF 2026

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 third-party 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 _____, 2026.

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 Arbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ice Miller LLP 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, 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: _____

Title: _____

Dated: _____, 2026

SCHEDULE A
EXPECTED OFFERING PRICES
(Attached)

SCHEDULE B
COPY OF UNDERWRITER'S BID
(Attached)

SCHEDULE II

AGREEMENT TO ESTABLISH ISSUE PRICE

The _____ (the "Issuer") offered its General Obligation Bonds of 2026 (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 Maturities") the Issuer has determined and the Purchaser agrees that Issue Price will be established as set forth in Schedule A as attached.

This Agreement may be signed in counterparts.

(Remainder of page intentionally left blank)

[PURCHASER]

By: _____

Name: _____

Title: _____

[Signature page to Agreement to Establish Issue Price]

HANCOCK COUNTY, INDIANA
BOARD OF COMMISSIONERS

By: _____

Name: _____

Title: Commissioner

By: _____

Name: _____

Title: Commissioner

By: _____

Name: _____

Title: Commissioner

ATTEST

By: _____

Name: _____

Title: Auditor

[Signature page to Agreement to Establish Issue Price]

SCHEDULE A

This Schedule A sets forth as of the date hereof, the agreement between Hancock County, Indiana (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 provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable, periodic intervals or otherwise upon request of the Issuer or bond counsel. 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 will advise the Issuer promptly after the close of the fifth (5th) business day after the Sale Date whether 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.

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 third-party 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) more than 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 _____, 2026.

"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
OR COMBINATION OF BOTH RULES APPLIES]**

SCHEDULE III

\$6,800,000*

GENERAL OBLIGATION BONDS OF 2026

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 1¹ – 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 2² – 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 3³-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 1⁴ – 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

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.

the Bonds is attached to this certificate as Schedule B.] [Alternative 2⁵ – 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 Notice of Intent to Sell Bonds 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 third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party 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 Notice of Intent to Sell Bonds 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 third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party 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."]

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

(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 (_____, 2026), 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.]

(d) *Issuer* means Hancock County, Indiana.

(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 _____, 2026.

(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 third-party 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 UNDERWRITING 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 with respect to certain of the representations set forth in the Arbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ice Miller LLP 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, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER][REPRESENTATIVE]

By: _____

Name: _____

Title: _____

Dated: _____, 2026

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 General Obligation Bonds of 2026 (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 5:00 p.m.

HANCOCK COUNTY, INDIANA
BOARD OF COMMISSIONERS

By: _____

Name: _____

Title: Commissioner

By: _____

Name: _____

Title: Commissioner

By: _____

Name: _____

Title: Commissioner

ATTEST

By: _____

Name: _____

Title: Auditor

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: _____

Name: _____

Title: _____

APPENDIX H

Bid Form - Optional

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BID FORM
(Optional)

PROPOSAL FOR PURCHASE OF

\$6,800,000*

HANCOCK COUNTY, INDIANA
General Obligation Bonds of 2026

To Hancock County:

The undersigned herewith submits its sealed proposal for the purchase of the following described bonds of Hancock County, Indiana (the "County"):

Designation of Issue:	General Obligation Bonds of 2026
Amount of Issue:	\$6,800,000*
Dated:	Date of Delivery
Interest:	July 15, and January 15, beginning July 15, 2027
Denomination:	\$5,000 or integral multiples thereof
Delivery:	The County is expected to have the Bonds ready for delivery to the successful bidder on or about October 8, 2026.
Maturities:	On the dates and in the amounts as follows:

<u>Maturity Date</u>	<u>Principal Amount*</u>	<u>Maturity Date</u>	<u>Principal Amount*</u>
7/15/2028	\$ 230,000	1/15/2034	\$ 310,000
1/15/2029	250,000	7/15/2034	320,000
7/15/2029	260,000	1/15/2035	320,000
1/15/2030	270,000	7/15/2035	330,000
7/15/2030	270,000	1/15/2036	340,000
1/15/2031	270,000	7/15/2036	350,000
7/15/2031	280,000	1/15/2037	350,000
1/15/2032	280,000	7/15/2037	360,000
7/15/2032	290,000	1/15/2038	370,000
1/15/2033	290,000	7/15/2038	370,000
7/15/2033	310,000	1/15/2039	380,000

**Preliminary, subject to change*

For all of the above-mentioned Bonds, bearing interest at the following rates of interest per annum:

Maturity Date	Principal Amount*	Interest Rate	Maturity Date	Principal Amount*	Interest Rate
7/15/2028	\$ 230,000	_____	1/15/2034	\$ 310,000	_____
1/15/2029	250,000	_____	7/15/2034	320,000	_____
7/15/2029	260,000	_____	1/15/2035	320,000	_____
1/15/2030	270,000	_____	7/15/2035	330,000	_____
7/15/2030	270,000	_____	1/15/2036	340,000	_____
1/15/2031	270,000	_____	7/15/2036	350,000	_____
7/15/2031	280,000	_____	1/15/2037	350,000	_____
1/15/2032	280,000	_____	7/15/2037	360,000	_____
7/15/2032	290,000	_____	1/15/2038	370,000	_____
1/15/2033	290,000	_____	7/15/2038	370,000	_____
7/15/2033	310,000	_____	1/15/2039	380,000	_____

Net dollar interest cost \$ _____

Net interest rate _____%

The undersigned will pay the sum of Six Million Five Hundred Thousand Dollars (\$6,800,000*), computed at the interest rate herein named, and a premium of \$_____, less a discount of (\$_____). The Bonds are payable as to principal and interest solely from ad valorem property taxes. The transcript of the proceedings, closing certificates showing no litigation, the unqualified approving opinion of Ice Miller LLP, Bond Counsel to the County, and the printed bond forms with the legal opinion will be furnished at the closing.

If this bid is accepted, the undersigned will submit to the County a duly certified check or cashier's check drawn on a bank or trust company which is insured by the Federal Deposit Insurance Corporation or a wire transfer of funds, payable to the County in the amount of Sixty-Eight Thousand Dollars (\$68,000), which check or wire transfer of funds shall be held by the County as a guaranty of the performance of this bid.

Dated this ____ day of _____, 2026.

Name or Names of Bidder

By:

Authorized Officer or Agent

Address of Authorized Officer or Agent

Phone Number: _____

Fax Number: _____

**Preliminary, subject to change*