

**EXHIBIT D**

**GROSS PROCEEDS\***

Bond Fund

Sale Proceeds used to currently refund the Prior Bonds

---

\* If, contrary to the expectations described in the Tax Agreement, moneys or investments are pledged or otherwise set aside for payment of principal or interest on the Bonds, any amounts are derived from the sale of any right that is part of the terms of a Bond or is otherwise associated with a Bond (e.g., a redemption right), or the Issuer enters into any agreement to maintain certain levels or types of assets for the benefit of a holder of a bond or any credit enhancement with respect to the Bonds, such amounts may also constitute gross proceeds. Further, if any Bond-financed property is sold or otherwise disposed of, contrary to the expectations described in the Tax Agreement, any amounts received from such sale or other disposition may also constitute gross proceeds.

**EXHIBIT E**

**FORM 8038**

This document was delivered as Item [2.2] of the Closing Transcript.

**\$90,000,000**  
**Sweetwater County, Wyoming**  
**Solid Waste Disposal Refunding Revenue Bonds**  
**(FMC Corporation Project)**  
**Series 2016**

**BOND PURCHASE AGREEMENT**

November , 2016

Sweetwater County, Wyoming  
80 West Flaming Gorge Way  
Green River, Wyoming 82935

FMC Corporation  
2929 Walnut Street  
Philadelphia, Pennsylvania 19104

Ladies and Gentlemen:

Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "Underwriter") hereby offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with Sweetwater County, Wyoming, a political subdivision of the State of Wyoming (the "Issuer"), and FMC Corporation, a Delaware corporation (the "Company"), whereby the Underwriter will purchase and the Issuer will sell the Bonds (as defined and described below). The Underwriter is making this offer subject to the acceptance by the Issuer and the Company at or before 5:00 P.M., Mountain Time, on the date hereof. If the Issuer and the Company accept this Purchase Agreement, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind each of the Issuer, the Company and the Underwriter. The Underwriter may withdraw this Purchase Agreement upon written notice delivered by the Underwriter to an Authorized Representative of the Issuer and the Company at any time before the Issuer and the Company accept this Purchase Agreement. Terms used but not defined in this Purchase Agreement are defined in the Indenture (as defined below).

1. Purchase and Sale. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the following bonds: \$[  ] Sweetwater County, Wyoming Solid Waste Disposal Refunding Revenue Bonds (FMC Corporation Project) Series 2016 (the "Bonds"), at the purchase price of \$ \_\_\_\_\_, representing the aggregate principal amount of the Bonds less an Underwriter's discount of \$ \_\_\_\_\_ [plus net original issue premium of \$ \_\_\_\_\_/less net original discount of \$ \_\_\_\_\_].

The Issuer and the Company each acknowledge and agree that: (i) the primary role of the Underwriter, as an underwriter, is to purchase securities, for resale to investors, in an arm's

length commercial transaction among the Issuer, the Company and the Underwriter and the Underwriter has financial and other interests that differ from those of the Issuer or the Company; (ii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or the Company and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer or the Company on other matters); (iii) the only obligations the Underwriter has to the Issuer or the Company with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement; and (iv) the Issuer and the Company have consulted their own respective financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent each of them has deemed appropriate.

2. Description and Purpose of the Bonds. The Bonds have been authorized pursuant to the provisions of Sections 15-1-701 to 15-1-710, inclusive, Wyoming Statutes, 1977, as amended (the “Act”), and a resolution, adopted by the Board of County Commissioners of the Issuer on November 1, 2016 (the “Authorizing Resolution”). The Bonds shall be dated the date of delivery. The Bonds shall be issued and secured under and pursuant to the Indenture of Trust, dated as of November 1, 2016 (the “Indenture”), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”).

The Bonds will be limited obligations of the Issuer payable by the Issuer solely from and secured by a pledge of (i) payments made by the Company pursuant to a certain Loan Agreement, dated as of November 1, 2016 (the “Loan Agreement”), between the Issuer and the Company, and any other amounts received thereunder (except for fees and expenses payable to the Issuer and the Issuer’s right to indemnification in certain circumstances) and (ii) the income and profit from the investment of such payments and moneys. The Bonds are a limited and not a general obligation of the Issuer and do not constitute an indebtedness of the Issuer or a loan of the credit thereof within the meaning of any constitutional or statutory provision, nor do they constitute or give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers.

The proceeds of the sale of the Bonds will be loaned by the Issuer to the Company pursuant to the Loan Agreement for the purpose of currently refunding the Issuer’s Solid Waste Disposal Revenue Bonds (FMC Corporation Project) Series 2005 in the aggregate principal amount of \$90,000,000 (the “Prior Bonds”), the proceeds of which were applied to current refund the Issuer’s Solid Waste Disposal Revenue Bonds (FMC Corporation Project) Series 1994A and Series 1994B in the aggregate principal amount of \$90,000,000 (the “Series 1994 Bonds”), the proceeds of which were applied to finance a portion of the costs of solid waste disposal facilities (the “Project”) previously owned by the Company.

The Bonds shall mature in the years, bear interest, be purchased at the prices and be subject to optional and mandatory redemption at the times and in the amounts, all as set forth in Schedule I attached hereto. The Authorized Denominations, Record Dates, Interest Payment Dates, and other details and particulars of the Bonds shall be as described in the Indenture and the Official Statement (as defined below).

3. Public Offering. The Underwriter agrees to make a *bona fide* public offering of the Bonds at a price not in excess of the initial offering price or prices or yields not less than the initial yields; *provided, however*, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriter at prices lower than the public offering prices or yields greater than the initial yields. The Underwriter shall provide to the Issuer a certificate setting forth the offering prices of the Bonds in substantially the form set forth on Exhibit A.

4. Delivery of the Official Statement and Other Documents.

(a) The Company has delivered or caused to be delivered to the Underwriter copies of the Preliminary Official Statement, dated [November \_\_], 2016, which, together with the cover page and appendices thereto, is herein referred to as the “Preliminary Official Statement.” It is acknowledged by the Issuer and the Company that the Underwriter may deliver the Preliminary Official Statement and a final Official Statement (as hereinafter defined) electronically over the internet and in printed paper form. For purposes of this Purchase Agreement, the printed paper form of the Preliminary Official Statement and the Official Statement are deemed controlling. The Issuer (only with respect to the statements therein with respect to the Issuer under the captions “THE ISSUER” and “ABSENCE OF MATERIAL LITIGATION”) and the Company (with respect to all other statements therein) each deem the Preliminary Official Statement final as of its date and as of the date hereof for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) thereof.

(b) Within seven (7) business days from the date hereof, and in any event not later than two (2) business days before the Closing Date (as hereinafter defined), the Company shall deliver to the Underwriter a final Official Statement relating to the Bonds dated the date hereof (such Official Statement, including the cover page, and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Issuer, the Company, Bond Counsel, and the Underwriter, is referred to herein as the “Official Statement”) and such additional conformed copies thereof as the Underwriter may reasonably request in sufficient quantities to comply with Rule 15c2-12, rules of the Municipal Securities Rulemaking Board (“MSRB”) and to meet potential customer requests for copies of the Official Statement. The Underwriter agrees to file a copy of the Official Statement, including any amendments or supplements thereto prepared by the Issuer and/or the Company, with the MSRB on its Electronic Municipal Markets Access (“EMMA”) system. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by Rule 15c2-12, the Issuer and the Company shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Underwriter. The Underwriter hereby agrees to cooperate and assist in the preparation of the Official Statement. The Company hereby agrees to deliver to the Underwriter an electronic copy of the Official Statement in a form

that permits the Underwriter to satisfy its obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission (“SEC”). The Issuer and the Company each hereby ratify, confirm and approve the use and distribution by the Underwriter before the date hereof of the Preliminary Official Statement and hereby authorize the Underwriter to use the Official Statement and the Indenture in connection with the public offering and sale of the Bonds.

(c) In order to assist the Underwriter in complying with Rule 15c2-12, the Company will undertake, pursuant to the Continuing Disclosure Undertaking, dated November 30, 2016 (the “Disclosure Agreement”), to provide annual financial information and notices of the occurrence of specified events. A description of the Disclosure Agreement is set forth in the Preliminary Official Statement and the Official Statement.

5. Representations and Warranties of the Company. The Company represents and warrants to and covenants with the Underwriter that:

(a) The Company is a corporation duly organized and in good standing under the laws of the State of Delaware [and is duly qualified to do business as a foreign corporation and is in good standing under the laws of the State of Wyoming].

(b) At or prior to the Closing (as hereinafter defined), the Company will have entered into this Purchase Agreement, the Loan Agreement, the Tax Exemption Certificate and Agreement, dated the date of issuance of the Bonds (the “Tax Agreement”), among the Issuer, the Trustee and the Company, and the Disclosure Agreement (collectively the “Company Documents”, and, together with the Indenture, the “Legal Documents”). The Company Documents will thereupon constitute valid and binding agreements of the Company and, assuming the due authorization, execution and delivery by the other parties thereto, will be enforceable against the Company in accordance with their respective terms (subject in each instance to applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors’ rights generally and to the availability of equitable remedies) and except as any rights to indemnity contained therein may be limited by any applicable law, including state and federal securities laws.

(c) This Purchase Agreement has been authorized, executed and delivered by the Company and, assuming the due authorization, execution and delivery by the other parties hereto, is a valid and binding agreement of the Company enforceable against the Company in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors’ rights generally and to the availability of equitable remedies), except as rights to indemnity hereunder may be limited by applicable law, including federal and state securities laws.

(d) Except as may be set forth in, or incorporated by reference into, the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company or the Project or involving the business or property of the Company (and, to the knowledge of the Company, no basis therefor) wherein an unfavorable decision, ruling or finding would (a) adversely affect (i) the transactions

contemplated herein or in the Company Documents or the Official Statement, or (ii) the validity or enforceability of the Company Documents, this Bond Purchase Agreement or any other material agreement or instrument to which the Company is a party and which is used or contemplated for use in the consummation of the transactions contemplated herein or in the Company Documents or the Official Statement, or (b) have a material adverse effect on the Company's consolidated financial position. The Company shall advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Bonds.

(e) The Company is not in default in the performance of any obligation, agreement or condition contained in any bond, debenture, note or any other evidence of indebtedness or in any indenture, lease, loan or other agreement to which the Company is a party or its property is subject which would have a material adverse effect on the Company's consolidated financial position. The execution and delivery by the Company of this Purchase Agreement and the Company Documents, and compliance with their provisions, do not and will not conflict with or constitute on the part of the Company a breach of, or a default under, or a violation of its restated certificate of incorporation (as amended), restated by-laws, or any agreement, indenture, mortgage or lease by which the Company is or may be bound, or an existing law, administrative regulation, decree, or order applicable to the Company or to which its property is subject which would have a material adverse effect on the Company's consolidated financial position.

(f) No approval of any governmental or regulatory body is required in connection with the execution and delivery of, and performance by the Company of its obligations under, the Company Documents which has not been previously obtained.

(g) The documents specified in Appendix A to the Official Statement as being incorporated therein by reference compiled in all material respects at the time of the filing thereof with the requirements of the Securities Exchange Act of 1934, as amended, and the applicable rules and regulations thereunder (collectively, the "Exchange Act"), and the financial statements included or incorporated by reference therein have been prepared in accordance with generally accepted accounting principles applied on a consistent basis and fairly present the financial position and cash flows of the Company and its consolidated subsidiaries and the results of their operations at the dates and for the periods indicated.

(h) Since the respective dates as of which information with respect to the Company is given in the Official Statement, there has been no material adverse change (not in the ordinary course of business) in the business, properties, condition (financial or otherwise) or operations of the Company and its subsidiaries (taken as a whole) from that set forth in the Official Statement.

(i) Except for information which is permitted to be omitted pursuant to Rule 15c2-12(b)(1), the Preliminary Official Statement (excluding therefrom the information under the captions "THE ISSUER," "THE BONDS - Book-Entry-Only System," "UNDERWRITING," "TAX EXEMPTION" and "ABSENCE OF MATERIAL LITIGATION - The Issuer", as to which no representations or warranties are made), as of its date and as of the

date hereof was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) The Official Statement is, as of its date and at all times after the date of the Official Statement (excluding therefrom the information under the captions “THE ISSUER,” “THE BONDS - Book-Entry-Only System,” “UNDERWRITING,” “TAX EXEMPTION” and “ABSENCE OF MATERIAL LITIGATION – The Issuer”, as to which no representations or warranties are made) up to and including the Closing Date is and will be, true and correct in all material respects and does not and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including the time of the Closing, the Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If between the date hereof and the time of Closing, any event shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Company shall notify the Underwriter thereof, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Company shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the Company) a reasonable number of copies of an amendment of or supplement to the Official Statement in form and substance satisfactory to the Underwriter.

(m) Except as set forth in the Official Statement, during the last five years, the Company has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

(n) Any certificates executed by any officer of the Company and delivered to the Underwriter pursuant hereto or in connection herewith shall be deemed a representation and warranty of the Company as to the accuracy of the statements therein made.

All representations, warranties and agreements of the Company shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter or on the Underwriter’s behalf, and shall survive the delivery of the Bonds.

6. Representations and Warranties of the Issuer. The Issuer represents and warrants to and covenants with the Underwriter that:

(a) The Issuer is a political subdivision duly organized and existing under the laws of the State of Wyoming.

(b) The Issuer has full power and authority to issue and sell the Bonds as provided in the Loan Agreement and the Indenture and to enter into the Loan Agreement, the Indenture, the Tax Agreement and this Purchase Agreement.

(c) The Issuer has duly adopted the Authorizing Resolution, has duly authorized the execution and delivery of the Loan Agreement, this Purchase Agreement, the Indenture, the Tax Agreement, the issuance and sale of the Bonds and all actions necessary or appropriate to carry out the same, and the performance thereof or hereof will not conflict with or constitute a breach of or default under any instrument or agreement to which the Issuer is a party or by which it or any of its properties may be bound.

(d) This Purchase Agreement has been duly authorized, executed and delivered by the Issuer and constitutes a valid and binding obligation of the Issuer, enforceable in accordance with its terms, subject to equitable principles and federal and state laws affecting the enforcement of creditors' rights generally. The Loan Agreement, the Indenture and the Tax Agreement, when executed and delivered by the Issuer, will constitute valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to equitable principles and federal and state laws affecting the enforcement of creditors' rights generally.

(e) When delivered to and paid for by the Underwriter in accordance with the terms of this Purchase Agreement and duly authenticated by the Trustee, the Bonds will have been duly authorized, executed, authenticated, issued and delivered, and will constitute legal, valid and binding limited obligations of the Issuer, enforceable in accordance with their terms, subject to equitable principles and federal and state laws affecting the enforcement of creditors' rights generally, and the Bonds will be entitled to the benefits of the Indenture.

(f) The information contained under the headings "THE ISSUER" and "ABSENCE OF MATERIAL LITIGATION – The Issuer" in the Official Statement is, as of its date and at all times after the date of the Official Statement up to and including the Closing Date will be true and correct in all material respects and does not at the date hereof and will not as of the Closing include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in light of the circumstances under which they were made.

(g) The information contained under the headings "THE ISSUER" and "ABSENCE OF MATERIAL LITIGATION – The Issuer" in the Preliminary Official Statement was, as of its date, and is as of the date hereof true and correct in all material respects and does not at its date and as of the date hereof include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in light of the circumstances under which they were made.

(h) There is no litigation or proceeding pending or, to the Issuer's knowledge, threatened against the Issuer, challenging the validity of the Loan Agreement, the Indenture, the

Tax Agreement, the Authorizing Resolution, the Bonds or this Purchase Agreement or seeking to enjoy the performance of the Issuer's obligations thereunder or hereunder.

(i) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Legal Documents to which it is a party have been obtained; *provided*, that the Issuer makes no representations as to any approvals, consents or other actions which may be necessary to qualify the Bonds for offer and sale under Blue Sky or other state securities laws or regulations.

(j) Any certificates executed by any officer of the Issuer and delivered to the Underwriter pursuant hereto or in connection herewith shall be deemed a representation and warranty of the Issuer as to the accuracy of the statements therein made.

(k) If between the date hereof and the time of Closing, any event shall occur which might or would cause the information in the Official Statement under the captions "THE ISSUER" or "ABSENCE OF MATERIAL LITIGATION – The Issuer", as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter thereof, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the Company) a reasonable number of copies of an amendment or supplement to the Official Statement in form and substance satisfactory to the Underwriter.

All representations, warranties and agreements of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter or on the Underwriter's behalf, and shall survive the delivery of the Bonds.

7. Closing. At \_\_\_\_\_ A.M., Mountain Time, on November 30, 2016, or at such other time or date as the Underwriter, the Company and the Issuer may mutually agree upon as the date and time of the delivery of the Bonds (the "Closing"; and, such date, the "Closing Date"), the Issuer will deliver or cause to be delivered to the Underwriter, at the offices of Chapman and Cutler LLP ("Bond Counsel"), 111 W. Monroe Street, Chicago, Illinois 60603, or at such other place as the Underwriter, the Company and the Issuer may mutually agree upon, the Bonds, through the facilities of The Depository Trust Company, New York, New York ("DTC"), duly executed and authenticated, and the other documents specified in Section 7. At the Closing, (a) upon satisfaction of the conditions herein specified, the Underwriter shall accept the delivery of the Bonds, and pay the purchase price therefor in federal funds payable to the order of the Trustee for the account of the Issuer and (b) the Issuer shall deliver or cause to be delivered the Bonds to the Underwriter through the facilities of DTC in definitive or temporary form, duly executed by the Issuer and in the authorized denominations as specified by the Underwriter at the Closing and the Issuer and the Company shall deliver the other documents hereinafter mentioned. The Bonds shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection.

8. Conditions Precedent. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and agreements of the Issuer and the Company contained herein and the performance by the Issuer and the Company of their respective obligations hereunder, both as of the date hereof and as of the Closing Date.

(a) The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following further conditions:

(i) The representations of the Issuer contained herein shall be true, complete and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date, and the representations of the Company contained herein shall be true, complete and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

(ii) At the time of the Closing, the Official Statement, the Authorizing Resolution and the Legal Documents shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter.

(iii) The Issuer and the Company shall perform or have performed all of their respective obligations required under or specified in the Authorizing Resolution, the Legal Documents and the Official Statement to be performed at or prior to the Closing.

(iv) The Company shall have delivered to the Underwriter final Official Statements by the time, and in the numbers, required by Section 4 of this Purchase Agreement.

(v) As of the date hereof and at the time of Closing, all necessary official action of the Issuer relating to the Legal Documents and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect. As of the date hereof and at the time of Closing, all necessary corporate action of the Company relating to the Legal Documents and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.

(vi) After the date hereof, up to and including the time of the Closing, there shall not have occurred any change in or particularly affecting the Issuer, the Company, the Act, the Authorizing Resolution, the Legal Documents or the Revenues as the foregoing matters are described in the Official Statement, which in the reasonable professional judgment of the Underwriter materially impairs the investment quality of the Bonds.

(vii) At or prior to the Closing, the Underwriter shall receive the following documents (in each case with only such changes as the Underwriter shall approve):

(1) The approving opinion(s) of Bond Counsel relating to the Bonds, dated the Closing Date, substantially in the form attached as Appendix B to the Official Statement, and a reliance letter with respect thereto addressed to the Underwriter;

(2) The supplemental opinion of Bond Counsel, addressed to the Underwriter, dated the Closing Date, to the effect that:

(A) This Purchase Agreement has been duly executed and delivered by the Issuer and is a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, subject to laws relating to bankruptcy, insolvency, reorganization or creditors' rights generally, to the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State of Wyoming;

(B) The descriptions and summaries contained in the Preliminary Official Statement as of its date and as of the date of the Purchase Agreement and in the Official Statement as of its date and as of the Closing Date under the captions "THE BONDS" (except for information thereunder under the sub-caption "Book-Entry System," as to which we express no opinion), "THE AGREEMENT" and "THE INDENTURE," insofar as the statements contained under such captions purport to summarize certain provisions of the Bonds, the Indenture and the Loan Agreement, are accurate in all material respects, and the statements contained in the Preliminary Official Statement as of its date and as of the date of the Purchase Agreement and in the Official Statement as of its date and as of the Closing Date under the caption "TAX EXEMPTION" accurately reflect our opinion with respect to the matters stated therein relating to federal income tax applicable to the Bonds; and

(C) The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the "1933 Act") and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act");

(3) The opinion of the Deputy Sweetwater County and Prosecuting Attorney, dated the date of the Closing and addressed to the Underwriter, to the effect set forth on Exhibit B attached hereto;

(4) The opinion of Ballard Spahr LLP, counsel to the Company, and [\_\_\_\_\_] , Wyoming counsel to the Company, each dated the date of the Closing and addressed to the Underwriter, collectively to the effect set forth on Exhibit C attached hereto;

(5) The opinion of [NAME OF TRUSTEE'S COUNSEL], counsel to the Trustee, dated the date of the Closing and addressed to the Underwriter, to the effect that:

(A) The Trustee is a national banking association duly organized, validly existing and in good standing under the laws of the United States having full power and authority and being qualified to enter into, accept and administer the trust created under the Indenture to which it is a party and to enter into such Indenture;

(B) The Legal Documents to which it is a party have been duly authorized, executed and delivered by the Trustee and constitute the legal, valid and binding obligations of the Trustee enforceable against the Trustee in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought; and

(C) The Trustee has duly authenticated the Bonds;

(6) The opinion of Nixon Peabody LLP, counsel to the Underwriter, dated the date of the Closing and addressed to the Underwriter, and covering such matters as the Underwriter may reasonably request;

(7) A certificate of the Company dated the date of Closing and signed by the Chief Executive Officer, Chief Financial Officer, Treasurer or Controller of the Company to the effect that (A) each of the representations and warranties of the Company set forth in Section 5 hereof and in the Loan Agreement and the Tax Agreement shall be accurate as if made on and as of the date of Closing, (B) all of the conditions and agreements required in this Purchase Agreement to be satisfied or performed by the Company at or prior to the date of Closing shall have been satisfied or performed in the manner and with the effect contemplated herein, (C) as of the date of Closing, no event of default under the Loan Agreement or the Tax Agreement has occurred and is continuing and no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute such an event of default, and (D) as of the date of Closing, there have been no material adverse changes in the Company's consolidated financial position from that set forth in, or incorporated by reference into, the Official Statement;

(8) A certificate dated the date of Closing and signed by the Chairman and the County Clerk of the Issuer to the effect that (A) each of the representations and warranties of the Issuer set forth in Section 6 hereof and in the Indenture, the Loan Agreement and the Tax Agreement shall be accurate as if made on and as of the date of Closing, (B) all of the conditions and agreements required in this Purchase Agreement to be satisfied or performed by the Issuer at or prior to the date of Closing shall have been satisfied or performed in the manner and with the effect contemplated herein and (C) as of the date of Closing, no event of default under the Indenture, the Loan Agreement or the Tax Agreement has occurred and is continuing and no event has occurred and is

continuing which, with the lapse of time or the giving of notice, or both, would constitute such an event of default:

- (9) A certificate dated the date of Closing of duly authorized officers of the Trustee, as to the due execution of the Indenture and the Tax Agreement by the Trustee and the due authentication and delivery of the Bonds by the Trustee, in form and substance acceptable to the Underwriter;
- (10) Executed or certified copies of the Indenture;
- (11) Executed or certified copies of each other Legal Document;
- (12) A certified copy of the Authorizing Resolution;
- (13) Evidence of ratings of not less than [Baa2 and BBB-], respectively, having been assigned to the Bonds by Moody's Investors Service, Inc. and Standard & Poor's Financial Services LLC;
- (14) A letter dated the date of Closing from KPMG LLP, independent public accountants, concerning financial statements and information with respect to the Company, in form and substance acceptable to the Underwriter;
- (15) Evidence that a Form 8038 relating to the Bonds has been executed by the Issuer and will be filed with the Internal Revenue Service (the "IRS") within the applicable time limit;
- (16) A copy of the Blue Sky Survey with respect to the Bonds;
- (17) A copy of the Issuer's executed Blanket Letter of Representation to The Depository Trust Company; and
- (18) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter, counsel for the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Issuer and the Company with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer and the Company herein contained and the due performance or satisfaction by the Issuer and the Company at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer and/or the Company and all conditions precedent to the issuance of Bonds pursuant to the Indenture shall have been fulfilled.

9. Termination. If the Company shall be unable to satisfy the conditions of the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Underwriter at, or at any time before, the time of the Closing. Notice of such cancellation shall be given by the Underwriter to the Issuer and the Company in writing, or by telephone confirmed in writing. The performance by the Company of

any and all conditions contained in this Purchase Agreement for the benefit of the Underwriter may be waived by the Underwriter.

(a) The Underwriter shall also have the right, before the time of Closing, to cancel its obligations to purchase the Bonds, by written notice by the Underwriter to the Issuer and the Company, if between the date hereof and the time of Closing:

(i) Any event or circumstance occurs or information becomes known, which, in the professional judgment of the Underwriter, makes untrue any statement of a material fact set forth in the Official Statement or results in an omission to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or

(ii) The market for the Bonds or the market prices of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds shall have been materially and adversely affected, in the professional judgment of the Underwriter, by:

(1) An amendment to the Constitution of the United States or the State of Wyoming shall have been passed or legislation shall have been introduced in or enacted by the Congress of the United States or the legislature of any state having jurisdiction of the subject matter or legislation pending in the Congress of the United States shall have been amended or legislation shall have been recommended to the Congress of the United States or to any state having jurisdiction of the subject matter or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such Committee by any member thereof or presented as an option for consideration by either such Committee by the staff of such Committee or by the staff of the joint Committee on Taxation of the Congress of the United States, or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or of the State of Wyoming or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States, the Internal Revenue Service or other federal or State of Wyoming authority, with respect to federal or State of Wyoming taxation upon revenues or other income of the general character to be derived by the Issuer or upon interest received on obligations of the general character of the Bonds which, in the judgment of the Underwriter, may have the purpose or effect, directly or, indirectly, of affecting the tax status of the Issuer, the Issuer's securities

(including the Bonds) or the interest thereon, or any tax exemption granted or authorized by State of Wyoming legislation; or

(2) The declaration of war or engagement in or escalation of military hostilities by the United States or the occurrence of any other national emergency or calamity or terrorism affecting the operation of the government of, or the financial community in, the United States; or

(3) The declaration of a general banking moratorium by federal, New York or Wyoming authorities; or

(4) The occurrence of a major financial crisis, a material disruption in commercial banking or securities settlement or clearance services, or a material disruption or deterioration in the fixed income or municipal securities market; or

(5) Additional material restrictions not in force or being enforced as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(6) The general suspension of trading on any national securities exchange; or

(iii) Legislation enacted, introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the SEC, or any other governmental agency having jurisdiction of the subject matter shall have been made or issued to the effect that the Bonds, other securities of the Issuer or obligations of the general character of the Bonds are not exempt from registration under the 1933 Act, or that the Indenture is not exempt from qualification under the Trust Indenture Act; or

(iv) Any change in or particularly affecting the Issuer, the Act, the Authorizing Resolution, the Legal Documents or the Revenues as the foregoing matters are described in the Official Statement, which in the professional judgment of the Underwriter materially impairs the investment quality of the Bonds; or

(v) An order, decree or injunction of any court of competent jurisdiction, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws as amended and then in effect; or

(vi) A stop order, ruling, regulation or official statement by the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the

Bonds, or the execution and delivery of any Legal Documents, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws, including the 1933 Act, the Exchange Act or the Trust Indenture Act, each as amended and as then in effect; or

(vii) Any litigation shall be instituted or be pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Act, the Authorizing Resolution, the Legal Documents or the existence or powers of the Issuer with respect to its obligations under the Legal Documents; or

(viii) A reduction or withdrawal in any of the following assigned ratings, or, as of the Closing Date, the failure by any of the following rating agencies to assign the following ratings, to the Bonds: the long-term ratings of not less than [Baa3 and BBB-], respectively, by Moody's Investors Service, Inc. and Standard & Poor's Financial Services LLC.

10. Indemnification. (a) The Company shall indemnify and hold harmless, to the extent permitted by law, the Underwriter and its directors, officers, employees and agents and each person who controls the Underwriter within the meaning of Section 15 of the 1933 Act (any such person being therein sometimes called an "Underwriter Indemnitee") and the Issuer and its commissioners, officers, employees and agents and each person who controls the Issuer within the meaning of Section 15 of the 1933 Act (any such person being therein sometimes called an "Issuer Indemnitee"), against any and all losses, claims, damages or liabilities, joint or several, (a) to which any such Underwriter Indemnitee or Issuer Indemnitee may become subject, under any statute or regulation at law or in equity or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement of a material fact set forth in the Preliminary Official Statement or the Official Statement or any amendment or supplement to either, or arise out of or are based upon the omission to state therein a material fact which is necessary in order to make the statements made therein, in the light of the circumstances in which they were made, not misleading, except such indemnification shall not extend to statements in the Preliminary Official Statement or the Official Statement under the caption "UNDERWRITING" (with respect to the Underwriter Indemnitees only) or under the captions "THE ISSUER" or "ABSENCE OF MATERIAL LITIGATION – The Issuer" (with respect to the Issuer Indemnitees only) and (b) to the extent of the aggregate amount paid in any settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission if such settlement is effected with the written consent of the Company (which consent shall not be unreasonably withheld); and will reimburse any legal or other expenses reasonably incurred by any such Underwriter Indemnitee and/or such Issuer Indemnitee in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnity agreement shall not be construed as a limitation on any other liability which the Company may otherwise have to any Underwriter Indemnitee or Issuer Indemnitee.

(b) The Underwriter shall indemnify and hold harmless, to the extent permitted by law, the Issuer Indemnitees and the Company and its directors, officers, employees and agents and each person who controls the Company within the meaning of Section 15 of the 1933 Act

(any such person being therein sometimes called a “Company Indemnitee”), against any and all losses, claims, damages or liabilities, joint or several, to which such Issuer Indemnitee or Company Indemnitee may become subject under any statute or at law or in equity or otherwise, and shall promptly reimburse any such Issuer Indemnitee or such Company Indemnitee, as applicable, for any reasonable legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, but only to the extent that such losses, claims, damages, liabilities or actions arise out of or are based upon any untrue statement of a material fact contained in, or the omission to state therein a material fact necessary to make the statements therein in light of the circumstances under which they were made not misleading, the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereof, under the caption “UNDERWRITING.” This indemnity agreement shall not be construed as a limitation on any other liability which the Underwriter may otherwise have to any Issuer Indemnitee or Company Indemnitee. The liability of the Underwriter obligations under this Section 10 shall not exceed the amount of its compensation under this Purchase Agreement.

(c) For purposes of subsection (a) or (b) above, an “Indemnified Party” means an Underwriter Indemnitee, an Issuer Indemnitee or a Company Indemnitee as the context dictates and an “Indemnifying Party” means the Company or the Underwriter who is under the obligation to indemnify an Indemnified Party under this Section 10. An Indemnified Party shall, promptly after the receipt of notice of the commencement of any action against such Indemnified Party in respect of which indemnification may be sought against an Indemnifying Party, notify the Indemnifying Party in writing of the commencement thereof, but the omission to notify the Indemnifying Party of any such action shall not relieve the Indemnifying Party from any liability that it may have to such Indemnified Party otherwise than under the indemnity agreement contained herein. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify the Indemnifying Party of the commencement thereof, the Indemnifying Party may, or if so requested by such Indemnified Party shall, participate therein or assume the defense thereof, with counsel satisfactory to such Indemnified Party, and after notice from the Indemnifying Party to such Indemnified Party of an election so to assume the defense thereof, the Indemnifying Party will not be liable to such Indemnified Party under this paragraph for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation. If the Indemnifying Party shall not have employed counsel to manage the defense of any such action or if the Indemnified Party shall have reasonably concluded that there may be defenses available to it or them that are different from or additional to those available to the Indemnifying Party (in which case the Indemnifying Party shall not have the right to direct the defense of such action on behalf of such Indemnified Party), such Indemnified Party shall have the right to retain legal counsel of its own choosing and the reasonable legal and other expenses incurred by such Indemnified Party shall be borne by the Indemnifying Party.

An Indemnifying Party shall not be liable for any settlement of any such action effected without its consent by any Indemnified Party, which consent shall not be unreasonably withheld, but if settled with the consent of the Indemnifying Party or if there be a final judgment for the plaintiff in any such action against the Indemnifying Party or any Indemnified Party, with or without the consent of the Indemnifying Party, the Indemnifying Party agrees to indemnify and hold harmless such Indemnified Party to the extent provided herein.

(d) If the indemnification provided for in this Section is unavailable or insufficient to hold harmless an Indemnified Party under subsection (a) or (b) above, then each Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Party as a result of the losses, claims, damages, liabilities or expenses referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriter on the other from the offering of the Bonds or (ii) if the allocation provided by clause (i) above is not permitted by applicable law in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and the Underwriter on the other in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriter on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriter. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Underwriter and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an Indemnified Party as a result of the losses, claims, damages, liabilities or expenses referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any action or claim which is the subject to this subsection (d). Notwithstanding the provisions of this subsection (d), the Underwriter shall not have any obligation under this subsection (d) to contribute an amount in excess of the amount of its compensation under this Purchase Agreement. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

11. Amendments to Official Statement. During the period commencing on the Closing Date and ending twenty-five (25) days from the end of the underwriting period, the Issuer (only with respect to the statements therein with respect to the Issuer under the captions "THE ISSUER" and "ABSENCE OF MATERIAL LITIGATION") and the Company shall advise the Underwriter if any event relating to or affecting the Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or "potential customer" (as defined for purposes of Rule 15c2-12). If any such event occurs and in the reasonable judgment of the Underwriter and the Company, an amendment or supplement to the Official Statement is appropriate, the Company shall, at its expense, forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel for the Underwriter) that will amend or supplement the Official Statement so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser or "potential customer," not misleading.

12. Expenses. All reasonable expenses and costs incident to the performance of the Company's and the Issuer's obligations in connection with the authorization, issuance and sale of the Bonds to the Underwriter, including the costs of printing or reproduction of the Bonds, the Legal Documents and the Official Statement in reasonable quantities, fees of consultants, fees of rating agencies, advertising expenses, fees and expenses of the Trustee and its counsel, fees and expenses of the Issuer and its counsel and fees and expenses of Bond Counsel, counsel to the Underwriter and counsel to the Company, shall be paid by the Company. The Issuer shall be solely responsible for and shall pay for any expenses incurred by the Underwriter on behalf of the Issuer's employees and representatives which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, lodging, and entertainment of those employees and representatives. All reasonable expenses and costs of the Underwriter incurred under or pursuant to this Purchase Agreement, including, without limitation, the cost of preparing this Purchase Agreement and other Underwriter documents, and travel expenses shall be paid by the Underwriter (which may be included as an expense component of the Underwriter's discount).

13. Use of Documents. The Issuer and the Company each hereby authorize the Underwriter to use, in connection with the public offering and sale of the Bonds, this Purchase Agreement, the Preliminary Official Statement, the Official Statement and the Legal Documents, and the information contained herein and therein.

14. Qualification of Securities. The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and to provide for the continuance of such qualification; *provided, however*, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state.

15. Notices. Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing to Sweetwater County Wyoming, P.O. Box 730, 80 West Flanning Gorge Way, Green River, Wyoming 82935, Attention: County Clerk, any such notice or other communication to be given to the Company may be given by delivering the same in writing to FMC Corporation, 2929 Walnut Street, Philadelphia, PA 19104, Attention: Treasurer, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to Merrill Lynch, Pierce, Fenner & Smith Incorporated, One Bryant Park, 12th Floor, New York, NY 10036, Attention: Timothy Harte, Vice President.

16. Benefit. This Purchase Agreement is made solely for the benefit of the Issuer, the Company and the Underwriter (including their successors or assigns) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Issuer contained in this Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made

by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds hereunder; or (iii) any termination of this Purchase Agreement, other than pursuant to Section 9.

17. Attorneys Fees. To the extent permitted by law, in the event of a dispute arising under this Purchase Agreement, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Purchase Agreement.

18. Governing Law. THIS PURCHASE AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN NEW YORK GENERAL OBLIGATIONS LAWS SECTION 5-1401 AND 5-1402); PROVIDED, HOWEVER, THAT THE RIGHTS AND OBLIGATIONS OF THE ISSUER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WYOMING.

19. Counterparts. This Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

Very truly yours,

By:

MERRILL LYNCH, PIERCE, FENNER & SMITH  
INCORPORATED, as Underwriter

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

Name:

Title:

Approved and Agreed to: \_\_\_\_\_, 2016

SWEETWATER COUNTY, WYOMING

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

Name:

Title: Chairman

FMC CORPORATION

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

Name:

Title:

## SCHEDULE I

### Principal Amounts, Interest Rates and Prices

#### Optional and Mandatory Redemption

Aggregate principal amount of the Bonds: \$ \_\_\_\_\_

Date of Maturity: December 1, 2035

Interest rate and public offering price of Bonds:

<u>Interest Rate</u>	<u>Public Offering Price</u>
%	%

**Optional Redemption.** [The Bonds are subject to redemption by the Issuer at the direction of the Company prior to the stated maturity thereof on or after [December 1, 2026], in whole or in part at any time, at a redemption price of 100% of the principal amount to be redeemed, without premium, plus accrued interest, if any, to the date of redemption.]

**Extraordinary Mandatory Redemption.** The Bonds are subject to mandatory redemption upon the following terms:

(i) If the Loan Agreement is determined to be invalid, then Bonds outstanding on the date of the determination of invalidity shall be redeemed in whole at any time within 60 days thereafter, at a redemption price of 100% of the principal amount thereof, without premium, plus accrued interest, if any, to the date of redemption.

(ii) If a Determination of Taxability occurs, then Bonds outstanding on the date of the occurrence of such Determination of Taxability shall be redeemed in whole (or in part if the Company delivers a Favorable Opinion of Tax Counsel addressed to the Trustee and the Issuer) at any time within 60 days thereafter, at a redemption price of 100% of the principal amount thereof, without premium, plus accrued interest, if any, to the date of redemption.

“*Determination of Taxability*” means a determination that the interest income on any Bond does not qualify for the exclusion from gross income of the owner thereof (“exempt interest”) under Section 103 of the Code, other than by virtue of the provisions of the Code relating to alternative minimum tax or other than that such owner is a substantial user of the Project or a related person, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following:

(a) the date on which the Company determines that the interest income on any Bond does not qualify as exempt interest if such determination is supported by an Opinion of Tax Counsel satisfactory to the Trustee; or

(b) the date on which the Company shall receive notice from the Trustee or the Issuer in writing that the Trustee or the Issuer has been advised by the Beneficial Owner or the Owner, as the case may be, of any Bond that, as a result of any authorized federal

administrative action or by final decree, judgment or order of any federal court or authorized federal administrative body, it has been determined that, as a result of a failure by the Company or Tronox to observe any agreement or representation in the Loan Agreement or the Tronox Certificate, respectively, the interest payable on the Bonds does not qualify as exempt interest. Any such determination will not be considered final for this purpose unless the Beneficial Owner or the Owner, as the case may be, is involved in the proceeding or action resulting in the determination (i) gives the Company, the Trustee and the Issuer prompt written notice of the commencement thereof and (ii) if the Company agrees to pay all expenses in connection therewith and to indemnify such Beneficial Owner or the Owner, as the case may be, against all liabilities in connection therewith, offers the Company an opportunity to contest the determination, either directly or in the name of the Beneficial Owner or the Owner, as the case may be, and until conclusion of any appellate review, if sought.

The terms “substantial user” and “related person” shall have the meanings given such terms in Section 147(a) of the Code.

“*Favorable Opinion of Tax Counsel*” means a written opinion of counsel of nationally recognized standing in matters relating to the exclusion of interest from gross income on obligations issued by or on behalf of states and their political subdivisions, addressed to the Trustee, to the effect that the action proposed to be taken is permitted under the Act and by the Indenture and will not adversely affect any exclusion from gross income for federal income tax purposes of interest on the Bonds.

EXHIBIT A

ISSUE PRICE CERTIFICATE OF THE UNDERWRITER

This Certificate is furnished by Merrill Lynch, Pierce, Fenner & Smith Incorporated as the underwriter (the "Underwriter") in connection with the sale and issuance by Sweetwater County, Wyoming, a political subdivision of the State of Wyoming (the "Issuer"), of its \$\_\_\_\_\_ aggregate principal amount of Solid Waste Disposal Refunding Revenue Bonds (FMC Corporation Project) Series 2016 (the "Bonds") issued [\_\_\_\_], 2016, and the Underwriter hereby certifies and represents the following, based upon information available to us:

1. Based on our assessment of the then prevailing market conditions, the Underwriter reasonably expected when it agreed to purchase the Bonds (the "Sale Date") that the first prices at which at least the first 10% of each maturity of the Bonds would be sold by the Underwriter to the general public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) (the "Public") would be prices not higher than, or, in the case of obligations sold on a yield basis, at yields not lower than, those listed for each maturity on Schedule A hereto (the "Initial Offering Prices").
2. All of the Bonds have actually been offered to the Public in a bona fide public offering at prices not higher than, or, in the case of obligations sold on a yield basis, at yields not lower than, the Initial Offering Prices.
3. The first price, or yield in the case of obligations sold on a yield basis, at which at least the first 10% of each maturity of the Bonds has been sold to the Public was at a price not higher than, or, in the case of obligations sold on a yield basis, at a yield not lower than, the Initial Offering Prices [except for the Bonds with the following maturities:].
4. The bond purchase agreement executed by the Underwriter, the Issuer and FMC Corporation in connection with the Bonds has not been modified by the Underwriter since its execution on the Sale Date.

We understand that the foregoing information will be relied upon by the Issuer and FMC Corporation with respect to certain of the representations set forth in the Tax Agreement and by Chapman and Cutler LLP, in connection with rendering its opinion to the Issuer that the interest on the Bonds is not includable in gross income of the owners thereof for federal income tax purposes. The undersigned is certifying only as to facts in existence on the date hereof. Nothing herein represents the undersigned's interpretation of any laws; in particular the regulations under the Internal Revenue Code of 1986, or the application of any laws to these facts. The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein. Although certain information furnished in this Certificate has been derived from other purchasers, bond houses and brokers and cannot be independently verified by us, we have no reason to believe it to be untrue in any material respect.

MERRILL LYNCH, PIERCE, FENNER & SMITH  
INCORPORATED,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

EXHIBIT B

Points to be Covered in  
opinion of Counsel to the Issuer  
(Terms defined in Purchase Agreement are used here with same meanings)

1. The Issuer is a political subdivision of the State of Wyoming, with full power and authority to execute and deliver the Loan Agreement, the Indenture, the Tax Agreement and the Purchase Agreement and to perform its obligations thereunder.
2. The members of the Board of County Commissioners and officers of the Issuer identified in the certificates of the Issuer delivered at closing have been duly elected or appointed and are qualified to serve as such.
3. The Bonds, the Loan Agreement, the Indenture, the Tax Agreement and the Purchase Agreement do not violate or conflict with the provisions of any indenture, mortgage, agreement or other instrument to which the Issuer is a party or by which it or its properties may be bound.
4. The Bonds, the Loan Agreement, the Indenture, the Tax Agreement and the Purchase Agreement have been duly executed and delivered on behalf of the Issuer, and assuming due authorization, execution and delivery by the other parties thereto, are valid, legal and binding obligations of the Issuer, except to the extent that the enforcement thereof may be limited by laws relating to usury, bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally and, to the extent equitable remedies are sought, by general equity principles.
5. There is, to the best of such counsel's knowledge and information, no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or, to the best of such counsel's knowledge and information, threatened against or affecting the Issuer, wherein an unfavorable decision, finding or ruling would adversely affect the transactions contemplated by the Official Statement and the Purchase Agreement.
6. The Authorizing Resolution has been duly adopted by the Issuer; complies in all respects with the procedural rules of the Issuer and the requirements of Wyoming law and remains in full force and effect on the date hereof.
7. The use of the Preliminary Official Statement and the Official Statement has been duly authorized by the Issuer.
8. The information with respect to the Issuer contained in the Preliminary Official Statement as of its date and as of the date of the Purchase Agreement and in the Official Statement as of its date and as of the date hereof under the captions entitled "THE ISSUER" and "ABSENCE OF MATERIAL LITIGATION – The Issuer" does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

EXHIBIT C

Points to be Covered in  
Opinion of Counsel to the Company and Special Wyoming Counsel to the Company  
(Terms defined in Purchase Agreement are used here with same meanings)

1. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, is duly qualified to transact the business in which it is engaged in the State of Wyoming and has the requisite corporate power and authority to transact the business in which it is engaged and to execute, deliver and perform its obligations under the Purchase Agreement and the Company Documents
2. The Purchase Agreement and the Company Documents have been duly authorized, executed and delivered by the Company and assuming due authorization, execution and delivery by the other parties thereto, constitute the legal, valid and binding obligations of the Company enforceable against it in accordance with their respective terms except as affected by bankruptcy, insolvency, reorganization, moratorium or other laws generally affecting the enforcement of creditors' rights and general principles of equity and except as rights to indemnity may be limited under applicable securities laws and public policy principles. The execution and delivery of the Purchase Agreement and the Company Documents by the Company and the performance by the Company of its obligations thereunder do not and will not violate or constitute a default under the certificate of incorporation or by-laws of the Company or any order, writ, judgment or decree, or material agreement, indenture, mortgage, lease or instrument known to counsel to which the Company is a party or is subject.
3. To such counsel's knowledge, except as disclosed on the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, state or federal or other, pending or threatened against or affecting the Company which would affect the validity or enforceability of the Purchase Agreement or the Company Documents or materially adversely affect the performance by the Company of the Purchase Agreement or the Company Documents or the transactions contemplated thereby or have a material adverse effect on the Company's consolidated financial position.
4. No additional or further approval, consent or authorization of any federal, state or local governmental or regulatory body, not already obtained, is required to be obtained by the Company in connection with entering into the Purchase Agreement or the Company Documents or performing its obligations thereunder.
5. The descriptions and summaries of the Bonds (excluding the description of the Book-Entry Only System), the Purchase Agreement, the Company Documents and the Indenture in the Official Statement fairly and accurately present in all material respects the information purported to be shown.

6. No registration with the Securities and Exchange Commission need be made in connection with the public offering and sale of the Bonds and no indenture is required to be qualified in connection therewith.

The opinion of counsel to the Company shall also state that nothing has come to counsel's attention that would lead counsel to believe that the information contained in the Preliminary Official Statement as of its date and as of the date of the Purchase Agreement and in the Official Statement as of its date and as of the date hereof (other than the financial statements and other financial information included therein and the information and conclusions contained therein under the captions the "THE BONDS - Book-Entry only System," "THE ISSUER," "TAX EXEMPTION," "UNDERWRITING" or "ABSENCE OF MATERIAL LITIGATION - The Issuer", as to which such counsel need express no view) contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

All matters of Wyoming law shall be covered in the opinion of Special Wyoming counsel. All other matters shall be covered by the opinion of counsel to the Company.

**PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER \_\_, 2016**

**NEW ISSUE—BOOK-ENTRY-ONLY**

*Subject to compliance by the Issuer, the Company and Tronox with certain covenants, in the opinion of Chapman and Cutler LLP, Bond Counsel, under present law interest on the Bonds is not includable in the gross income of the owners thereof for federal income tax purposes, except for interest on any Bond for any period during which such Bond is owned by a person who is a substantial user of the Project or any person considered to be related to such person (within the meaning of Section 147(d) of the Internal Revenue Code of 1986, as amended), but such interest is included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations. See "TAX EXEMPTION" herein.*

**\$90,000,000\***

**\_\_\_% SWEETWATER COUNTY, WYOMING  
SOLID WASTE DISPOSAL REFUNDING REVENUE BONDS  
(FMC CORPORATION PROJECT)  
SERIES 2016**

Dated: Date of Delivery

Due: December 1, 2035

The Bonds are special, limited obligations of the Issuer and are payable solely from and secured by a pledge of payments to be received under a Loan Agreement entered into by the Issuer with



**FMC CORPORATION**

The Bonds will be issuable as fully registered bonds in the denominations of \$5,000 and any multiple thereof. Principal of and premium, if any, on the Bonds will be payable at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., New York, New York, trustee. Interest on the Bonds is payable on each June 1 and December 1, commencing June 1, 2017.

When issued, the Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). So long as Cede & Co. is the registered owner of the Bonds, principal and interest payments on the Bonds will made to Cede & Co., which will in turn remit such payments to Participants for subsequent disbursement to Indirect Participants and the beneficial owners of the Bonds, all as described herein. So long as Cede & Co. is the registered owner of the Bonds, all references herein to the owners of the Bonds shall mean Cede & Co. and shall not mean the beneficial owners of the Bonds, unless expressly stated to the contrary.

*The Bonds will be subject to redemption prior to maturity as more fully described herein.*

The Bonds are limited obligations of the Issuer and do not constitute or give rise to a pecuniary liability or a charge against the general credit of the Issuer or the State of Wyoming or any political subdivision or municipal corporation thereof. No owner of any Bond shall have the right to demand payment of the principal of, premium, if any, or interest on the Bonds out of any funds to be raised by taxation.

**Price: 100%\***

*The Bonds are offered when, as and if issued by the Issuer and accepted by the Underwriter, subject to prior sale, or withdrawal or modification of the offer without notice, and subject to receipt of an approving legal opinion of Chapman and Cutler LLP, Bond Counsel. Certain legal matters will be passed upon for the Underwriter by Nixon Peabody LLP and for the Company by Ballard Spahr LLP and, as to matters of Wyoming law, by [\_\_\_\_\_]. The Bonds are expected to be delivered to DTC on or about November 30, 2016.*

**BofA Merrill Lynch**

November \_\_, 2016

\* Preliminary, subject to change.

No person has been authorized to give any information or to make any representations other than those contained in this Official Statement in connection with the offering described herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the Issuer, FMC Corporation or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized, or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation. Neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Issuer or FMC Corporation since the date hereof. The information set forth herein has been obtained from the Issuer and FMC Corporation and other sources and is believed by the Underwriter to be reliable but the accuracy or completeness of such information is not guaranteed by, and should not be construed as a representation by, the Underwriter.

The Underwriter has reviewed the information in this Official Statement in accordance with and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

**CERTAIN PERSONS PARTICIPATING IN THIS OFFERING MAY ENGAGE IN TRANSACTIONS THAT STABILIZE, MAINTAIN, OR OTHERWISE AFFECT THE PRICE OF THE BONDS.**

## TABLE OF CONTENTS

INTRODUCTION .....	1
THE ISSUER .....	2
USE OF PROCEEDS .....	2
THE PROJECT .....	2
THE BONDS .....	3
THE AGREEMENT .....	9
THE INDENTURE .....	12
CONTINUING DISCLOSURE .....	18
THE UNDERTAKING .....	18
ABSENCE OF MATERIAL LITIGATION .....	21
UNDERWRITING .....	21
TAX EXEMPTION .....	22
RATINGS .....	23
LEGAL MATTERS .....	24
Appendix A — FMC Corporation	
Appendix B — Proposed Form of Opinion of Bond Counsel	

**\$90,000,000\***  
**SWEETWATER COUNTY, WYOMING**  
**SOLID WASTE DISPOSAL REFUNDING REVENUE BONDS**  
**(FMC CORPORATION PROJECT)**  
**SERIES 2016**

---

**INTRODUCTION**

This Official Statement is provided to furnish information in connection with the sale by Sweetwater County, Wyoming (the “Issuer”) of its Solid Waste Disposal Refunding Revenue Bonds (FMC Corporation Project) Series 2016 (the “Bonds”) in the aggregate principal amount of \$90,000,000\*. The proceeds of the Bonds are being loaned by the Issuer to FMC Corporation, a Delaware corporation (the “Company”), pursuant to a Loan Agreement dated as of November 1, 2016 (the “Agreement”) between the Issuer and the Company for the purpose of currently refunding the Issuer’s Solid Waste Disposal Refunding Revenue Bonds (FMC Corporation Project) Series 2005 in the aggregate principal amount of \$90,000,000 (the “Prior Bonds”), the proceeds of which were applied to current refund the Issuer’s Solid Waste Disposal Revenue Bonds (FMC Corporation Project) Series 1994A and Series 1994B in the aggregate principal amount of \$90,000,000 (collectively, the “Series 1994 Bonds”), the proceeds of which were applied to finance a portion of the costs of solid waste disposal facilities (the “Project”) previously owned by the Company, as described herein under “USE OF PROCEEDS.”

The Bonds are being issued pursuant to an Indenture of Trust dated as of November 1, 2016 (the “Indenture”) between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”). Pursuant to the Indenture all rights of the Issuer (except certain rights to payment of expenses and indemnification), including all loan repayments, which are required to be sufficient to pay the principal of, and premium, if any, and interest on, the Bonds when due, will be assigned to the Trustee to secure the Bonds.

Brief descriptions of the Bonds, the Agreement and the Indenture are included herein. These descriptions do not purport to be definitive. A description of the Company is included in Appendix A and in the documents incorporated therein by reference. All references to the Agreement and the Indenture are qualified by reference to such documents, and all references to the Bonds are qualified by reference to the information with respect to the Bonds included in the Indenture. Copies of the forms of the Agreement and the Indenture are available for inspection at the corporate trust office of the Trustee at 500 Ross Street, 12th Floor, Pittsburgh, Pennsylvania 15262.

---

\* Preliminary, subject to change.

## **THE ISSUER**

Sweetwater County is a political subdivision, duly organized and existing under the Constitution and laws of the State of Wyoming (the “State”). Pursuant to the provisions of Sections 15-1-701 to 15-1-710, inclusive, Wyoming Statutes, 1977, as amended (the “Act”), the Issuer is authorized to issue its Bonds to refund the Prior Bonds and to enter into the Agreement and the Indenture.

## **USE OF PROCEEDS**

The Project consists generally of solid waste disposal facilities at the trona mining and soda ash manufacturing facilities (the “Plant”) previously owned by the Company near Green River, Wyoming. The proceeds of the Prior Bonds refunded the Series 1994 Bonds, the proceeds of which (exclusive of accrued interest) were applied by the Company to pay the cost of acquisition, construction, reconstruction and installation of the Project and costs of issuance of the Series 1994 Bonds.

The proceeds of the Bonds will be deposited with the Trustee and held until transferred to the trustee for the Prior Bonds to be used for the payment upon redemption on or about December 1, 2016 of the Prior Bonds. Costs of issuance of the Bonds will be paid by the Company.

## **THE PROJECT**

The Company sold the Plant, which contains the Project, to Tronox US Holdings Inc. in April 2015 and the Plant is now operated by Tronox Alkali Wyoming Corporation, a subsidiary of Tronox US Holdings Inc. (Tronox Alkali Wyoming Corporation together with Tronox US Holdings Inc., “Tronox”).

As discussed below under the caption “THE AGREEMENT – Tax Exemption,” the Company has covenanted and agreed that it will at all times do and perform all acts and things necessary or desirable in order to assure that interest paid on the Bonds shall, for the purposes of federal income taxation, be excludable from the gross income of the recipients thereof and exempt from such taxation.

In connection with the sale of the Plant, Tronox agreed to cooperate with the Company and provide any representations, agreements or covenants reasonably requested concerning the compliance and future compliance with certain covenants relating to the Prior Bonds and any refunding bonds issued to refund the Prior Bonds, which includes the Bonds. In furtherance thereof, in connection with the issuance of the Bonds, Tronox is expected to provide certifications as to the use of the Project currently and for the term of the Bonds (such certificate, the “Tronox Certificate”).

After the date of issuance of the Bonds, certain events could occur with respect to the Project which may effect the tax status of the Bonds. If, as discussed below under the heading “THE BONDS – Mandatory Redemption,” a Determination of Taxability (as defined below)

occurs, the Bonds are required to be redeemed, on any date not later than the 60th day after the occurrence of such Determination of Taxability, at a redemption price of 100% of the principal amount thereof plus accrued interest, if any, to the date of redemption, in whole, or in part if the Company delivers a Favorable Opinion of Bond Counsel (as defined below).

## **THE BONDS**

### **General**

The Bonds shall mature on the date and bear interest from their date of issuance at the rate set forth on the cover page of this Official Statement. Interest on the Bonds shall be paid on the first day of each June and December, commencing June 1, 2017, and shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The record date for determining holders entitled to the payment of interest is the 15<sup>th</sup> day of the month preceding the interest payment date.

The Bonds will be issued as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as securities depository 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 (without certificates) in the principal amount of \$5,000 or any integral multiple thereof. For so long as Cede & Co., as nominee of DTC, is the registered owner of the Bonds, payments of the principal of, and premium, if any, and interest on, the Bonds will be made in immediately available funds directly to DTC. Disbursement of such payments to DTC Participants is the responsibility of DTC and disbursements of such payments to the beneficial owners of the Bonds is the responsibility of DTC Participants and DTC Indirect Participants. See “Book-Entry-Only System” below.

### **Security for the Bonds**

The Bonds will be limited obligations of the Issuer payable by the Issuer, except to the extent payable from the proceeds of the sale of the Bonds and the investment thereof, solely from and secured by a pledge of (i) payments made by the Company pursuant to the Agreement, and any other amounts received thereunder (except for fees and expenses payable to the Issuer and the Issuer’s right to indemnification in certain circumstances) and (ii) the income and profit from the investment of such payments and moneys. The Bonds are a limited and not a general obligation of the Issuer and do not constitute an indebtedness or an obligation of the Issuer, the State or any political subdivision or municipal corporation thereof within the meaning of any constitutional or statutory provision, nor do they now or shall ever constitute or give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers. The proceeds of the Bonds are not subject to the lien of the Indenture and are held for the benefit of the holders of the Prior Bonds.

The Agreement provides that payments sufficient for the prompt payment when due of the principal of, and premium, if any, and interest on, the Bonds will be paid to the Trustee by the Company for the account of the Issuer. The Issuer will pledge and assign to the Trustee, as security for the benefit of the owners of the Bonds, all of its right, title and interest in and to the

Agreement (except for certain rights of the Issuer to payments under the Agreement for its own account and certain rights and privileges related to indemnification).

### **Redemption Provisions**

**Optional Redemption.** The Bonds are subject to redemption by the Issuer at the direction of the Company prior to the stated maturity thereof on or after December 1, 2026\*, in whole or in part at any time, at a redemption price of 100% of the principal amount to be redeemed, without premium, plus accrued interest, if any, to the date of redemption.

**Mandatory Redemption.** The Bonds are subject to mandatory redemption upon the following terms:

(i) If the Agreement is determined to be invalid, then Bonds Outstanding on the date of the determination of invalidity shall be redeemed in whole at any time within 60 days thereafter, at a redemption price of 100% of the principal amount thereof, without premium, plus accrued interest, if any, to the date of redemption.

(ii) If a Determination of Taxability occurs, then Bonds Outstanding on the date of the occurrence of such Determination of Taxability shall be redeemed in whole (or in part if the Company delivers a Favorable Opinion of Tax Counsel addressed to the Trustee and the Issuer) at any time within 60 days thereafter, at a redemption price of 100% of the principal amount thereof, without premium, plus accrued interest, if any, to the date of redemption.

“*Determination of Taxability*” means a determination that the interest income on any Bond does not qualify for the exclusion from gross income of the owner thereof (“*exempt interest*”) under Section 103 of the Code, other than by virtue of the provisions of the Code relating to alternative minimum tax or other than that such owner is a substantial user of the Project or a related person, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following:

(a) the date on which the Company determines that the interest income on any Bond does not qualify as exempt interest if such determination is supported by an Opinion of Tax Counsel satisfactory to the Trustee; or

(b) the date on which the Company shall receive notice from the Trustee or the Issuer in writing that the Trustee or the Issuer has been advised by the Beneficial Owner or the Owner, as the case may be, of any Bond that, as a result of any authorized federal administrative action or by final decree, judgment or order of any federal court or authorized federal administrative body, it has been determined that, as a result of a failure by the Company or Tronox to observe any agreement or representation in the Loan Agreement or the Tronox Certificate, respectively, the interest payable on the Bonds does not qualify as exempt interest. Any such determination will not be considered final for this purpose unless the Beneficial Owner or the Owner, as the case may be, involved in the proceeding or action resulting in the determination (i) gives the Company, the Trustee

---

\* Preliminary, subject to change.

and the Issuer prompt written notice of the commencement thereof and (ii) if the Company agrees to pay all expenses in connection therewith and to indemnify such Beneficial Owner or the Owner, as the case may be, against all liabilities in connection therewith, offers the Company an opportunity to contest the determination, either directly or in the name of the Beneficial Owner or the Owner, as the case may be, and until conclusion of any appellate review, if sought.

The terms “*substantial user*” and “*related person*” shall have the meanings given such terms in Section 147(a) of the Code.

“*Favorable Opinion of Tax Counsel*” means a written opinion of counsel of nationally recognized standing in matters relating to the exclusion of interest from gross income on obligations issued by or on behalf of states and their political subdivisions, addressed to the Trustee, to the effect that the action proposed to be taken is permitted under the Act and by the Indenture and will not adversely affect any exclusion from gross income for federal income tax purposes of interest on the Bonds.

**Selection of Bonds for Redemption.** Whenever provision is made in the Indenture for the redemption of less than all of the Bonds, the Trustee shall select the Bonds to be redeemed from all Bonds or such given portion thereof not previously called for redemption randomly. Redemptions shall be made so that no Bond shall remain Outstanding in an amount that is not an Authorized Denomination.

**Notice of Redemption.** Notice of redemption shall be mailed by first class mail not less than 30 days nor more than 60 days before such redemption date, to the respective Holders of any Bonds designated for redemption at their addresses on the registration books maintained by the Trustee or its successor, as bond registrar. Each notice of redemption shall state the redemption date, the place or places of redemption, if less than all of the Bonds are to be redeemed, the series and distinctive number(s) of the Bonds to be redeemed, and in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Subject to the second succeeding sentence, each such notice shall also state that on said date there will become due and payable on each of said Bonds the principal thereof or of said specified portion of the principal thereof in the case of a Bond to be redeemed in part only, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Bonds be then surrendered. Neither failure to receive such notice nor any defect therein shall affect the sufficiency of such redemption. With respect to any notice of optional redemption of Bonds at the specific written direction of the Company, unless upon the giving of such notice Bonds shall be deemed to have been paid within the meaning of the Indenture, such notice may state (if so directed by the Company in writing to the Trustee) that such redemption shall be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, and premium, if any, and interest on, such Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no further force and effect and the Issuer shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Trustee shall promptly thereafter give notice to such Holders, in the manner in which the notice of redemption was given, that such moneys were not so received.

### **Purchase of Bonds in Lieu of Optional Redemption**

The Company shall have the option to cause the Bonds to be purchased in lieu of optional redemption. Such option shall be exercised by the Company by delivering to the Trustee on or prior to the Business Day preceding the redemption date a written direction of the Company specifying that the Bonds shall not be redeemed, but instead shall be subject to purchase pursuant to the applicable section of the Indenture. Upon delivery of such notice, the Bonds shall not be redeemed but shall instead be subject to mandatory tender for purchase at a Purchase Price equal to the redemption price at which the Bonds would have been redeemed under the Indenture on a Purchase Date (the date that would have been the redemption date); provided that funds in an amount equal to the Purchase Price shall be made available to the Trustee on or prior to the Purchase Date.

### **Book-Entry-Only System**

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each series of the Bonds, in the aggregate principal amount of such series, and will be deposited with the Trustee as custodian for DTC.

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

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the

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

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

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them. **THE ISSUER, THE COMPANY AND THE TRUSTEE WILL NOT HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUCH DIRECT AND INDIRECT PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE BONDS.**

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

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

Principal, interest payments and redemption proceeds on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC.

DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the Trustee, on payable dates in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and redemption proceeds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or the Trustee. In addition, the Issuer, at the direction of the Company, may terminate, upon provision of notice to the Trustee and the Underwriter, the services of DTC with respect to the Bonds. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered as described in the Indenture.

**THE ISSUER, THE TRUSTEE, THE COMPANY AND THE UNDERWRITER SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DIRECT OR INDIRECT PARTICIPANT, ANY BENEFICIAL OWNER OR ANY OTHER PERSON CLAIMING A BENEFICIAL OWNERSHIP INTEREST IN THE BONDS UNDER OR THROUGH DTC OR ANY DTC PARTICIPANT, OR ANY OTHER PERSON WHICH IS NOT SHOWN ON THE REGISTRATION BOOKS OF THE TRUSTEE AS BEING A HOLDER, WITH RESPECT TO THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT OR INDIRECT PARTICIPANT; THE PAYMENT BY DTC OR ANY DIRECT OR INDIRECT PARTICIPANT OF ANY AMOUNT IN RESPECT OF THE PRINCIPAL OF, PURCHASE PRICE, PREMIUM, IF ANY, OR INTEREST ON THE BONDS; ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO OWNERS UNDER THE INDENTURE; THE SELECTION BY DTC OR ANY DIRECT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE BONDS; ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS AN OWNER; OR ANY OTHER PROCEDURES OR OBLIGATIONS OF DTC UNDER THE BOOK-ENTRY SYSTEM.**

**SO LONG AS CEDE & CO. (OR SUCH OTHER NOMINEE AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC) IS THE REGISTERED OWNER OF THE BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE HOLDERS OR OWNERS OR REGISTERED HOLDERS OR REGISTERED OWNERS OF THE BONDS MEANS CEDE & CO., AS AFORESAID, AND DOES NOT MEAN THE BENEFICIAL OWNERS OF THE BONDS.**

The foregoing description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to Direct and Indirect Participants or Beneficial Owners, confirmation and transfer of beneficial

ownership interest in such Bonds and other related transactions by and between DTC, the Direct and Indirect Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters, and neither the Direct nor Indirect Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

#### THE AGREEMENT

**Issuance of the Bonds.** The Issuer is issuing the Bonds to provide funds to refund the Prior Bonds. The proceeds to be received from the sale of the Bonds will be applied, together with other funds of the Company,] to the redemption of the Prior Bonds.

**Payments by the Company.** The Company is required to make loan repayments under the Agreement to the Trustee on each payment date in an amount which, together with other moneys in the Bond Fund, will equal the amount payable as principal of, and premium, if any, and interest on, the Bonds on such payment date. The Company's obligation to make the payments required by the Agreement is absolute and unconditional without defense or set off or any other reason.

**Merger and Release of Obligations of Company.** Subject to certain conditions, the Company during the term of the Agreement will maintain its corporate existence and will not dissolve or otherwise dispose of all or substantially all of its assets or consolidate with or merge into another corporation or permit one or more corporations to consolidate with or merge into it, unless the Company is the surviving, resulting or transferee corporation or such successor corporation is a domestic corporation qualified to do business in the State and agrees to assume in writing all obligations of the Company under the Agreement and the Tax Agreement (as defined in the Agreement).

**Tax Exemption.** The Company covenants and agrees that it shall at all times do and perform all acts and things necessary or desirable in order to assure that interest paid on the Bonds shall, for the purposes of federal income taxation, be excludable from the gross income of the recipients thereof and exempt from such taxation.

**Defaults.** Any one of the following which occurs and continues shall constitute a "Loan Default Event" under the Agreement:

- (a) Failure of the Company to make any loan repayment required by the Agreement when due and with respect to interest payments, continuation of such failure for five days; or
- (b) Failure of the Company to make any purchase price payment required by the Agreement when due; or

(c) Except as provided in the Agreement as a result of *force majeure*, failure of the Company to observe and perform any covenant, condition or agreement on its part required to be observed or performed by the Agreement (other than (i) agreements with respect to continuing disclosure, or (ii) as provided in clause (a) or (b) above), which continues for a period of 90 days after written notice delivered by the Issuer or the Trustee to the Company, which notice shall specify such failure and request that it be remedied, unless the Trustee shall agree in writing to an extension of such time; *provided, however*, that if the failure stated in the notice cannot be corrected within such period, such failure shall not constitute a “Loan Default Event” so long as the Company institutes corrective action within such period and such action is being diligently pursued; or

(d) The dissolution or liquidation of the Company or the filing by the Company of a voluntary petition in bankruptcy, or failure by the Company promptly to cause to be lifted any execution, garnishment or attachment of such consequence as will impair the Company’s ability to carry on its obligations under the Agreement, or the entry of any order or decree granting relief in any involuntary case commenced against the Company under any present or future federal bankruptcy act or any similar federal or state law, or a petition for such an order or decree shall be filed in any court and such petition shall not be discharged or denied within 90 days after the filing thereof, or if the Company shall admit in writing its inability to pay its debts generally as they become due, or a receiver, trustee or liquidator of the Company shall be appointed in any proceeding brought against the Company and shall not be discharged within 90 days after such appointment or if the Company shall consent to or acquiesce in such appointment, or assignment by the Company for the benefit of its creditors, or the entry by the Company into an agreement of composition with its creditors, or a bankruptcy, insolvency or similar proceeding shall be otherwise initiated by or against the Company under any applicable bankruptcy, reorganization or analogous law as now or hereafter in effect and if initiated against the Company shall remain undismissed (subject to no further appeal) for a period of 90 days; *provided*, the term “dissolution or liquidation of the Company,” as used in this subsection, shall not be construed to include the cessation of the existence of the Company resulting either from a merger or consolidation of the Company into or with another entity or a dissolution or liquidation of the Company following a transfer of all or substantially all of its assets as an entirety or under the conditions permitting such actions contained in the Agreement; or

(e) The existence of an “Event of Default” under the Indenture. See “THE INDENTURE – Defaults” below.

**Remedies.** Whenever any Loan Default Event shall have occurred and shall be continuing,

(a) The Trustee, by written notice to the Issuer and the Company shall declare the unpaid balance of the loan payable under the Agreement to be due and payable immediately, *provided* that concurrently with or prior to such notice the unpaid principal amount of the Bonds shall have been declared to be due and payable under the Indenture.

Upon any such declaration such amount shall become and shall be immediately due and payable as determined in accordance with the Indenture.

(b) The Issuer or the Trustee may take whatever action at law or in equity as may be necessary or desirable to collect the payments and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under the Agreement.

In case the Trustee or the Issuer shall have proceeded to enforce its rights under the Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Issuer, then, and in every such case, the Company, the Trustee and the Issuer shall be restored respectively to their several positions and rights under the Agreement, and all rights, remedies and powers of the Company, the Trustee and the Issuer shall continue as though no such action had been taken.

The Company covenants that, in case a Loan Default Event described above in clause (a) under the caption "THE AGREEMENT – Defaults" shall occur, then, upon demand of the Trustee, the Company will pay to the Trustee the whole amount that then shall have become due and payable under the Agreement, with interest on the amount then overdue at the rate then borne by the Bonds on the day prior to the occurrence of such default.

In case the Company shall fail forthwith to pay such amounts upon such demand, the Trustee shall be entitled and empowered to institute any action or proceeding at law or in equity for the collection of the sums so due and unpaid, and may prosecute any such action or proceeding to judgment or final decree, and may enforce any such judgment or final decree against the Company and collect in the manner provided by law the moneys adjudged or decreed to be payable.

In case proceedings shall be pending for the bankruptcy or for the reorganization of the Company under the federal bankruptcy laws or any other applicable law, or in case a receiver or trustee shall have been appointed for the property of the Company or in the case of any other similar judicial proceedings relative to the Company, or the creditors or property of the Company, then the Trustee shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid pursuant to the Agreement and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee allowed in such judicial proceedings relative to the Company, its creditors or its property, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute such amounts as provided in the Indenture after the deduction of its reasonable charges and expenses to the extent permitted by the Indenture. Any receiver, assignee or trustee in bankruptcy or reorganization is authorized by the Agreement to make such payments to the Trustee, and to pay to the Trustee and the Issuer any amount due each of them for their respective reasonable compensation and expenses, including reasonable expenses and fees of counsel incurred by each of them up to the date of such distribution.

**Amendments.** Except as otherwise provided in the Agreement or the Indenture, the Agreement may not be effectively amended, changed, modified, altered or terminated except by the written agreement of the Issuer and the Company and with the written consent of the Trustee, if required, in accordance with the Indenture. See “THE INDENTURE—Amendments to the Agreement” below.

## THE INDENTURE

**Pledge and Security.** Pursuant to the Indenture, all right, title and interest of the Issuer in and to the Agreement, including all payments to be received by the Issuer under the Agreement (except for fees and expenses payable to the Issuer and the Issuer’s right to indemnification in certain circumstances), and all moneys and securities held by the Trustee under the terms of the Indenture are assigned and pledged to the Trustee to secure the payment of the principal of, and premium, if any, and interest on, the Bonds.

**Bond Fund.** Loan repayments and certain other amounts specified in the Indenture are to be deposited into the Bond Fund. Except for the payment of certain expenses of the Trustee, moneys in the Bond Fund will be used solely for the payment of principal of and premium, if any, and interest on, the Bonds as the same shall become due at maturity, upon redemption or otherwise. Until so applied, moneys on deposit in the Bond Fund may be invested as provided in the Indenture.

**Defaults.** Each of the following events will constitute an “Event of Default” under the Indenture:

- (a) default in the due and punctual payment of the principal of, redemption price, purchase price or premium (if any) on, any Bond, whether at maturity as therein expressed, by proceedings for redemption, by declaration or otherwise;
- (b) failure to make payment of any installment of interest on any Bond when due and such interest remains unpaid for five days after the due date;
- (c) failure by the Issuer to perform or observe any other of the covenants, agreements or conditions on its part in the Indenture or in the Bonds contained, and the continuation of such failure for a period of 90 days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the Issuer and the Company by the Trustee, or to the Issuer, the Company and the Trustee by the Holders of not less than 25% in aggregate principal amount of the Bonds at the time Outstanding; or
- (d) the occurrence and continuance of a “Loan Default Event” described in the Agreement. See “THE AGREEMENT – Defaults” above.

**Remedies.** During the continuance of an Event of Default described in (a), (b), (c) or (d) in the paragraph above under the caption “THE INDENTURE – Defaults;” unless the principal of all the Bonds shall have already become due and payable, the Trustee may (but shall be under no obligation to), and upon the written request of the Holders of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, the Trustee shall, promptly

upon such occurrence, by notice in writing to the Issuer and the Company, declare the principal of all the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in the Indenture or in the Bonds contained to the contrary notwithstanding. Upon any such declaration, the Trustee shall take such enforcement action under the Agreement as the Trustee shall deem appropriate. Interest on the Bonds shall cease to accrue as of the date of the declaration of acceleration. The Trustee will promptly notify the Bondholders of the date of acceleration and the cessation of accrual of interest on the Bonds in the same manner as for a notice of redemption.

No remedy conferred in the Indenture upon or reserved to the Trustee or to the Holders of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given under the Indenture or now or hereafter existing at law or in equity or otherwise.

Anything in the Indenture to the contrary notwithstanding, the Holders of 25% in aggregate principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method of conducting all remedial proceedings taken by the Trustee under the Indenture, *provided* that such direction shall not be otherwise than in accordance with law and the provisions of the Indenture, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bondholders not parties to such direction or for which it has not been provided indemnity reasonably satisfactory to it.

If an Event of Default shall occur and be continuing, all Revenues and any other funds then held or thereafter received by the Trustee under any of the provisions of the Indenture (except moneys held in the Rebate Fund or held for payment of a particular Bond and in all cases subject to the requirements of the Code) shall be promptly applied by the Trustee to the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Holders of the Bonds and payment of reasonable fees, charges and expenses of the Trustee and the Issuer (including reasonable fees and disbursements of its legal counsel) incurred in and about the performance of its powers and duties under the Indenture, and then applied by the Trustee to the payment of the principal of, and premium, if any, and interest on, the Bonds in the manner and in the priorities set forth in the Indenture.

No Holder of any Bond shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under the Indenture, the Agreement, the Act or any other applicable law with respect to such Bond, unless (1) such Holder shall have given to the Trustee written notice of the occurrence of an Event of Default; (2) the Holders of not less than 25% in aggregate principal amount of the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (3) subject to the provisions of the Indenture, such Holder or said Holders shall have tendered to the Trustee indemnity reasonably satisfactory to it against the costs, expenses and liabilities to be incurred in compliance with such request; and (4) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are, in every case, conditions precedent to the exercise by any Holder of Bonds of any remedy under the Indenture or under law; it being intended that no one or more Holders of Bonds shall have any right in any manner whatever by such Holders' action to affect, disturb or prejudice the security of the Indenture or the rights of or obtain a preference or priority over, any other Holders of Bonds, or to enforce any right under the Indenture, the Agreement, the Act or other applicable law with respect to the Bonds, except in the manner provided in the Indenture, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner provided in the Indenture and for the benefit and protection of all Holders of the Outstanding Bonds, subject to the provisions of the Indenture.

**Waivers of Events of Default.** The exercise of remedies (as described above under the caption "THE INDENTURE – Remedies," is subject to the condition that if, at any time after the principal of the Bonds shall have been declared due and payable because of the occurrence of a default specified in (a), (b), (c), or (d) in the paragraph above under the caption "THE INDENTURE – Defaults," and before any judgment or decree for the payment of the moneys due shall have been obtained or entered as hereinafter provided, there shall have been deposited with the Trustee a sum sufficient to pay all the principal of the Bonds matured prior to such declaration and all matured installments of interest (if any) upon all the Bonds, with interest on such overdue installments of principal at the rate of interest then borne by the Bonds, and the reasonable fees and expenses of the Trustee, and any and all other defaults known to the Trustee (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case, the Holders of at least a majority in aggregate principal amount of the Bonds then Outstanding, by written notice to the Trustee, may, on behalf of the Holders of all the Bonds, rescind and annul such declaration and its consequences and waive such default; but no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

**Discharge of Lien.** Bonds may be paid by the Issuer in any of the following ways, provided that the Issuer also pays or causes to be paid any other sums payable under the Indenture by the Issuer:

- (A) by paying or causing to be paid the principal of, and interest and premium, if any, on, the Bonds then Outstanding as and when the same become due and payable;
- (B) by depositing with the Trustee, in trust, at or before maturity or the redemption date thereof, money or securities in the necessary amount (as provided in the Indenture) to pay or redeem all Bonds then Outstanding; or
- (C) by delivering to the Trustee, for cancellation by it, the Bonds then Outstanding.

If the Issuer shall also pay or cause to be paid all other sums payable under the Indenture by the Issuer, then and in that case, at the election of the Issuer, and notwithstanding that any Bonds shall not have been surrendered for payment, the Indenture and the pledge of Revenues

and other assets made under the Indenture and all covenants, agreements and other obligations of the Issuer under the Indenture shall cease, terminate, become void and be completely discharged and satisfied except only as provided in the following paragraph. In such event, upon specific written request of the Issuer, the Trustee shall execute and deliver to the Issuer all such instruments as may be necessary or desirable to evidence such discharge and satisfaction (provided satisfactory indemnity is provided to it) and the Trustee shall pay over, transfer, assign or deliver all moneys or securities or other property held by it pursuant to the Indenture (other than the Rebate Fund) which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption and which are otherwise not amounts owed to the Trustee under the Indenture in the order and priority described in the Indenture.

Upon the deposit with the Trustee pursuant to the paragraphs above, in trust, at or before maturity or redemption, as the case may be, of money or securities in the necessary amount (as provided in the Indenture) to pay or redeem any Outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), provided that, if such Bond is to be redeemed prior to maturity, notice of such redemption shall have been given as provided in the Indenture or provision satisfactory to the Trustee shall have been made for the giving of such notice, then all liability of the Issuer in respect of such Bond shall cease, terminate and be completely discharged, except only that the Holder thereof shall thereafter be entitled to payment of the principal of, and premium, if any, and interest on, such Bond by the Issuer, and the Issuer shall remain liable for such payment, but only out of such money or securities deposited with the Trustee as aforesaid for their payment and such money or securities shall be pledged to such payment.

Whenever in the Indenture it is provided or permitted that there be deposited with or held in trust by the Trustee money or securities in the necessary amount to pay or redeem any Bonds, the money or securities to be deposited or held may include money or securities held by the Trustee in the funds and accounts established pursuant to the Indenture (exclusive of the Rebate Fund) and shall be any combination of:

(A) moneys in an equal amount to the principal amount of such Bonds, and all unpaid interest thereon to maturity except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as provided in the Indenture or provision satisfactory to the Trustee shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Bonds and all unpaid interest thereon to the redemption date; or

(B) Government Obligations, and the principal of and interest on which when due and without reinvestment will provide money sufficient to pay the principal of, premium, if any, and all unpaid interest to maturity or to the redemption date on the Bonds to be paid or redeemed, as such principal and interest become due, with maturities no longer than 30 days or as may be necessary to make the required payment on the Bonds, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in the Indenture or provision satisfactory to the Trustee shall have been made for the giving of such notice;

provided, in each case, that the Trustee shall have been irrevocably instructed (by the terms of the Indenture or by written request of the Issuer) to apply such money or securities to the payment of such principal, premium, if any, and interest with respect to such Bonds.

**The Trustee.** Under the Indenture, the Trustee agrees to perform the trusts and obligations thereunder conferred on the Trustee. The Indenture provides that the Trustee will be entitled to act upon opinions of counsel and will not be responsible for any loss or damage resulting from any action taken or not taken in good faith in reliance thereon. In addition, the Indenture provides that the Trustee will be entitled to rely on certain other instruments and, subject to certain limitations, it will not be liable other than for its negligence or willful default. The Indenture also contains provisions relating to the resignation and removal of the Trustee and the appointment of successor trustees and paying agents.

**Supplemental Indentures.** Except as provided in the following paragraph, the Indenture and the rights and obligations of the Issuer and of the Holders of the Bonds and of the Trustee may be modified or amended from time to time and at any time by an indenture or indentures supplemental thereto, which the Issuer and the Trustee may enter into when the written consent of the Holders of a majority in aggregate principal amount of all Bonds then Outstanding and a Favorable Opinion of Tax Counsel shall have been filed with the Trustee. No such modification or amendment shall (1) extend the fixed maturity of any Bond, or reduce the amount of principal thereof, or change the rights of optional and mandatory redemption or mandatory tender or extend the time of payment, or change the method of computing the rate of interest thereon or create a privilege or priority of any Bond over any other Bond, or extend the time of payment of interest thereon, without the consent of the Holder of each Bond so affected, or (2) reduce the aforesaid percentage of Bonds the consent of the Holders of which is required to effect any such modification or amendment, or (3) permit the creation of any lien on the Revenues and other assets pledged under the Indenture prior to or on a parity with the lien created by the Indenture, or (4) deprive the Holders of the Bonds of the lien created by the Indenture on such Revenues and other assets (except as expressly provided in the Indenture), without the consent of the Holders of all of the Bonds then Outstanding and receipt by the Trustee of a Favorable Opinion of Tax Counsel.

The Indenture and the rights and obligations of the Issuer, of the Trustee and of the Holders of the Bonds may also be modified or amended from time to time and at any time by an indenture or indentures supplemental thereto, which the Issuer and the Trustee may enter into without the consent of any Bondholders, and only to the extent permitted by law and after receipt of a Favorable Opinion of Tax Counsel and an Opinion of Counsel addressed to the Trustee that the provisions of such Supplemental Indenture do not materially adversely affect the interests of the Holders of the Bonds, including, without limitation, for any one or more of the following purposes:

- (1) to add to the covenants and agreements of the Issuer in the Indenture contained other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Bonds, or to surrender any right or power reserved in the Indenture to or conferred upon the Issuer;

(2) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision, contained in the Indenture, or in regard to matters or questions arising under the Indenture, as the Issuer, at the direction of the Company, may deem necessary or desirable and not inconsistent with the Indenture, including amendments to permit or facilitate partial conversions of the Bonds;

(3) to modify, amend or supplement the Indenture in such manner as to permit the qualification of the Indenture under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute;

(4) to obtain or maintain a rating on the Bonds;

(5) to modify, alter, amend or supplement the Indenture in any other respect, including amendments which would otherwise be described in the first paragraph under the caption “THE INDENTURE – Supplemental Indentures”, if the effective date of such Supplemental Indenture is a date on which all Bonds affected thereby are subject to mandatory tender for purchase pursuant to the Indenture; or

(6) to make any other changes to the Indenture that do not materially adversely affect the rights of any Bondholder.

A Supplemental Indenture shall not become effective unless and until the Company shall have consented thereto in writing so long as no Event of Default under the Agreement shall have occurred and be continuing as a result of the failure of the Company to perform its obligations thereunder.

**Amendments to the Agreement.** Except as provided in the Agreement, the Issuer shall not amend, modify or terminate any of the terms of the Agreement, or consent to any such amendment, modification or termination, without the prior written consent of the Trustee. The Trustee shall give such written consent only if (1) in the Opinion of Counsel addressed to the Trustee, such amendment, modification or termination will not materially adversely affect the interests of the Bondholders or result in any material impairment of the security given by the Agreement for the payment of the Bonds, (2) a Favorable Opinion of Tax Counsel shall have been filed with the Trustee, (3) the Trustee first obtains the written consent of the Holders of a majority in aggregate principal amount of the Bonds then Outstanding to such amendment, modification or termination or (4) such amendment, modification or termination is made in connection with the amendment of the Indenture without the consent of the Holders of the Bonds, *provided* that no such amendment, modification or termination shall reduce the amount of loan repayments or purchase price payments to be made by the Company pursuant to the Agreement, or extend the time for making such payments, without the written consent of all of the Holders of the Bonds then Outstanding.

## CONTINUING DISCLOSURE

No financial or operating data concerning the Issuer is being included or incorporated by reference in this Official Statement, and the Issuer has not agreed to provide any such financial or operating data either currently or on an ongoing basis. The Company will enter into a Continuing Disclosure Undertaking (the “Undertaking”) for the benefit of the Beneficial Owners of the Bonds to send, or, where applicable, cause to be sent, certain information annually and to provide, or, where applicable, cause to be provided, notice of certain events to the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access (“EMMA”) pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the “Rule”) adopted by the SEC under the Exchange Act. The information to be provided on an annual basis, the events that will be noticed on an occurrence basis and a summary of other terms of the Undertaking, including termination, amendment and remedies, are set forth below under “THE UNDERTAKING.”

A failure by the Company to comply with the Undertaking will not constitute an Event of Default under the Indenture, the Agreement or any other agreement and Beneficial Owners of the Bonds are limited to the remedies described in the Undertaking. See “THE UNDERTAKING—Consequences of Failure of the Company to Provide Information.” A failure by the Company to comply with the Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

During the last five (5) years, under prior continuing disclosure undertakings, the Company did not file with the MSRB, through its EMMA system, notices of rating changes that occurred on or about December 17, 2012, October 6, 2014, February 9, 2015 and December 3, 2015. On or before [\_\_\_\_\_] 1, 2016, the Company submitted to the MSRB through its EMMA system notices reporting each such rating change.

## THE UNDERTAKING

The following is a brief summary of certain provisions of the Undertaking of the Company and does not purport to be complete. The statements made under this caption are subject to the detailed provisions of the Undertaking, a copy of which is available upon request from the Company.

**Annual Financial Information Disclosure.** So long as the Company is a reporting company under the Exchange Act, the Company covenants that it will disseminate its Annual Financial Information and its Audited Financial Statements not later than 180 days after the close of the Company’s fiscal year (the “Annual Filing Deadline”), commencing with the fiscal year ending December 31, 2016, to the SEC. The Company covenants that it will send, or cause to be sent, a notice to the MSRB by the Annual Filing Deadline stating that its Annual Report on Form 10-K filed with the SEC in accordance with the Exchange Act constitutes its Annual Financial Information for that year.

So long as the Company is a reporting company, Annual Financial Information and Audited Financial Statements means the financial information and operating data of the type

contained or incorporated by reference in the Company's Annual Report on Form 10 K (or any successor form adopted by the SEC) and any exhibits thereto filed by the Company with the SEC, including its Audited Financial Statements, which may be provided by a cross reference to such filed reports. In the event the Company no longer files such reports, such information will include the Company's audited financial statements, prepared in accordance with generally accepted accounting principles, and operating data (within the meaning of the Rule) of the type incorporated into this Official Statement.

**Significant Events Notification; Significant Events Disclosure.** The Company covenants that it will disseminate or cause to be disseminated to the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of a Significant Event, the disclosure of the occurrence of a Significant Event (as described below) with respect to the Bonds. The "Significant Events" are:

- (a) principal and interest payment delinquencies;
- (b) non payment related defaults, if material;
- (c) unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) substitution of credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;
- (g) modifications to the rights of Bondholders, if material;
- (h) bond calls, if material, and tender offers;
- (i) defeasances;
- (j) release, substitution or sale of property securing repayment of the Bonds, if material;
- (k) rating changes;
- (l) bankruptcy, insolvency, receivership or similar event of the Company;
- (m) the consummation of a merger, consolidation, or acquisition involving the Company or the sale of all or substantially all of the assets of the Company, 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, if material; and
- (n) appointment of a successor or additional trustee or the change of name of a trustee, if material.

Certain of these Significant Events may not be applicable to the Bonds.

**Consequences of Failure of the Company to Provide Information.** The Company is required to give notice, or to cause notice to be given, in a timely manner to the MSRB through EMMA of any failure to provide disclosure of Annual Financial Information and Audited Financial Statements when the same are due under the Undertaking.

In the event of a failure of the Company to comply with any provision of the Undertaking, the beneficial owner of any Bond may seek mandamus or specific performance by court order to cause the Company to comply with its obligations under the Undertaking. A default under the Undertaking will not be deemed an Event of Default under the Indenture, the Agreement or any other agreement, and the sole remedy under the Undertaking in the event of any failure of the Company to comply with the Undertaking will be an action to compel performance.

**Amendment; Waiver.** Notwithstanding any other provision of the Undertaking, the Company may amend the Undertaking, and any provision of the Undertaking may be waived, if:

- (i) the amendment or the waiver 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 Company, or type of business conducted;
- (ii) the Undertaking, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in the circumstances;
- (iii) the amendment or waiver does not materially impair the interests of the Beneficial Holders of the Bonds, as determined either by parties unaffiliated with the Issuer or the Company (such as the Trustee), or by approving vote of Holders pursuant to the terms of the Indenture at the time of the amendment; and
- (iv) the amendment or waiver is permitted by the Rule.

**Termination of Undertaking.** The Undertaking will be automatically terminated if the Company no longer has any legal liability for any obligation on or relating to payment of the Bonds under the Agreement. The Company is required to give notice to the MSRB through EMMA in a timely manner if this paragraph is applicable.

**Additional Information.** Nothing in the Undertaking is deemed to prevent the Company from disseminating any other information, using the means of dissemination set forth in the Undertaking or any other means of communication, or including any other information in any Annual Financial Information, Audited Financial Statements or notice of occurrence of a Significant Event, in addition to that which is required by the Undertaking. If the Company chooses to include any information from any document or notice of occurrence of a Significant Event in addition to that which is specifically required by the Undertaking, the Company has no obligation under the Undertaking to update such information or include it in any future disclosure or notice of occurrence of a Significant Event.

**Dissemination Agent.** The Company may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

#### **ABSENCE OF MATERIAL LITIGATION**

**The Company.** There is no litigation now pending, with service of process having been accomplished against the Company, or to the knowledge of their respective officers, threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds, or in any way contesting or seeking to affect the validity of the Bonds, any proceedings of the Company taken concerning the issuance or sale thereof, the pledge and application of any moneys or security provided for payment of the Bonds, the use of proceeds of the Bonds or the existence or powers of the Company relating to the issuance, sale and delivery of the Bonds.

**The Issuer.** To the Issuer's knowledge, as of the date of this Official Statement, there is not pending or threatened, any litigation restraining or enjoining the issuance or delivery of the Bonds or questioning or affecting the validity of the Bonds or the proceedings or authority under which the Bonds are to be issued or which in any manner questions the right of the Issuer to enter into the Indenture or the Agreement, or to secure the Bonds in the manner provided therein.

#### **UNDERWRITING**

Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "Underwriter") has agreed, subject to certain terms and conditions, to purchase from the Issuer the Bonds at a price of \_\_\_\_\_% of their principal amount. The Company will pay the Underwriter a fee of \$\_\_\_\_\_ for its services as Underwriter. The Company has agreed to reimburse the Underwriter for certain expenses and to indemnify the Underwriter against certain liabilities, including certain liabilities under the Securities Act of 1933, as amended.

The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing any of the Bonds into investment trusts) and others at prices lower than the public offering price stated on the cover page hereof. After the initial public offering, the public offering price of the Bonds may be changed from time to time by the Underwriter.

The Underwriter and its affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Under certain circumstances, the Underwriter and its affiliates may have certain creditor and/or other rights against the Issuer, the Company and its affiliates in connection with such activities. In the various course of its various business activities, the Underwriter and its affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer, the Company (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer or the Company. The Underwriter and its

affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

### **TAX EXEMPTION**

Federal tax law contains a number of requirements and restrictions which apply to the Bonds, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The Issuer, the Company and Tronox have covenanted to comply with all requirements that must be satisfied in order for the interest on the Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Bonds to become includable in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

Subject to compliance by the Issuer, the Company and Tronox with the above-referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes, except for interest on any Bond for any period during which such Bond is owned by a person who is a substantial user of the Project or any person considered to be related to such person (within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended (the "Code")). Interest on the Bonds is included, however, as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations.

In rendering its opinion, Bond Counsel will rely upon certifications of the Issuer, the Company and Tronox with respect to certain material facts solely within the Issuer's, the Company's and Tronox's knowledge. Bond Counsel's opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

Ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S 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 tax-exempt obligations. Prospective purchasers of the Bonds should consult their own tax advisors as to the applicability of any such collateral consequences.

The issue price (the "Issue Price") for the Bonds is the price at which a substantial amount of the Bonds is first sold to the public. The Issue Price of the Bonds may be different from the price set forth on the cover page hereof.

Owners of Bonds who dispose of Bonds prior to the stated maturity (whether by sale, redemption or otherwise), purchase Bonds in the initial public offering, but at a price different from the Issue Price or purchase Bonds subsequent to the initial public offering should consult their own tax advisors.

If a Bond is purchased at any time for a price that is less than the Bond's stated redemption price at maturity, the purchaser will be treated as having purchased a Bond with market discount subject to the market discount rules of the Code (unless a statutory de minimis rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Bond is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser's election, as it accrues. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such Bond. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Bonds.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Internal Revenue Service (the "Service") has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service will treat the Issuer as the taxpayer and the Bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax exempt obligations, including the Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Bond owner who fails to provide an accurate Form W 9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

## RATINGS

The Bonds are expected to receive long term ratings of ["Baa2" and "BBB-"], respectively, from Moody's Investors Service, Inc. ("Moody's") and Standard & Poor's Financial Services LLC ("S&P"). An explanation of the significance and status of such credit ratings may be obtained from Moody's and S&P. There is no assurance that such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by Moody's and/or S&P if, in their respective judgment, circumstances so warrant. Neither the Company nor the Underwriter has undertaken any responsibility either to bring to the attention of the holders of the Bonds any proposed revision or withdrawal of the ratings of the Bonds or to oppose any such proposed revision or withdrawal. A downward

revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds.

#### **LEGAL MATTERS**

Legal matters incident to the authority, issuance and sale of, and the excludability from federal gross income of interest on, the Bonds will be the subject of an approving opinion of Chapman and Cutler LLP, Bond Counsel. Certain legal matters will be passed upon for the Company by Ballard Spahr LLP and, with respect to matters of Wyoming law, by \_\_\_\_\_, its special Wyoming counsel, and for the Underwriter by Nixon Peabody LLP. Certain legal matters will be passed upon for the Issuer by James P. Schermetzler, Deputy Sweetwater County and Prosecuting Attorney.

The distribution of this Official Statement has been authorized by the Issuer.

## APPENDIX A

### FMC CORPORATION

FMC Corporation, a Delaware corporation (the “Company” or “FMC”) is a diversified chemical company serving agricultural, consumer and industrial markets globally with innovative solutions, applications and market-leading products. The Company operates in three distinct business segments: FMC Agricultural Solutions, FMC Health and Nutrition and FMC Lithium. The FMC Agricultural Solutions segment develops, markets and sells all three major classes of crop protection chemicals – insecticides, herbicides and fungicides. These products are used in agriculture to enhance crop yield and quality by controlling a broad spectrum of insects, weeds and disease, as well as in non-agricultural markets for pest control. The FMC Health and Nutrition segment focuses on nutritional ingredients, health excipients, and functional health ingredients. Nutritional ingredients are used to enhance texture, color, structure and physical stability. Health excipients are used for binding, encapsulation and disintegrant applications. Functional health ingredients are used as active ingredients in nutraceutical and pharmaceutical markets. The FMC Lithium segment manufactures lithium for use in a wide range of lithium products, which are used primarily in energy storage, specialty polymers and chemical synthesis application. The Company operates 32 manufacturing facilities and mines in 19 countries. The Company’s principal executive offices are located at 2929 Walnut Street, Philadelphia, Pennsylvania 19104, and its telephone number is (215) 299-6000.

#### AVAILABLE INFORMATION

The Company files annual, quarterly and current reports and other information with the Securities and Exchange Commission (the “SEC”). Such reports and other information can be inspected and copied at the SEC’s Public Reference Room in Washington, D.C. located at 100 F Street, N.E., Washington, D.C. 20549. The Company’s SEC filings are also available free of charge at the SEC’s web site at [www.sec.gov](http://www.sec.gov) or through a link available on the Company’s web site at [www.fmc.com](http://www.fmc.com).

#### INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents filed by the Company under the Securities Exchange Act of 1934, as amended (the “1934 Act”), are incorporated by reference herein:

1. FMC’s Annual Report on Form 10-K for the year ended December 31, 2015;
2. FMC’s Quarterly Reports on Form 10-Q for the quarters ended March 31, 2016, June 30, 2016 and September 30, 2016; and
3. FMC’s Current Reports on Form 8-K filed with the SEC on February 11, 2016, March 28, 2016, April 27, 2016, May 2, 2016, June 1, 2016, August 2, 2016 and September 12, 2016.

All documents filed by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the 1934 Act subsequent to the date of this Official Statement and prior to the termination of the offering of the Bonds shall be deemed to be incorporated by reference herein and to be part hereof from the date of filing of such documents. Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Official Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement as modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Official Statement

Notwithstanding the foregoing, the Company is not incorporating by reference any information in its Current Reports on Form 8-K that is furnished, rather than filed, with the SEC.

The Company hereby undertakes to provide without charge to each person to whom this Official Statement is delivered, upon written or oral request of such person, a copy of any and all of the documents referred to above which have been or may be incorporated by reference herein, other than exhibits thereto (unless such exhibits are specifically incorporated by reference in such documents). Requests for such copies should be directed to the Treasurer, FMC Corporation, 2929 Walnut Street, Philadelphia, Pennsylvania 19104; telephone number (215) 299-6000.

The information contained in this Appendix A relates to and has been obtained from FMC. The delivery of this Official Statement shall not create any implication that there has been no change in the affairs of FMC since the date hereof or that information contained or referred to in this Appendix A is correct as of any time subsequent to its date.

## APPENDIX B

### Proposed Form of Opinion of Bond Counsel

[Letterhead of Chapman and Cutler LLP]

November 30, 2016

Sweetwater County, Wyoming  
80 West Flaming Gorge Way  
Green River, Wyoming 82935

The Bank of New York Mellon Trust  
Company, N.A., as Trustee  
500 Ross Street, 12th Floor  
Pittsburgh, Pennsylvania 15262

Ladies and Gentlemen:

Sweetwater County, Wyoming (the “Issuer”) has on this date issued its Solid Waste Disposal Refunding Revenue Bonds (FMC Corporation Project) Series 2016 in the aggregate principal amount of \$90,000,000 (the “Bonds”). The Bonds are issued pursuant to the provisions of Sections 15-1-701 to 15-1-710, inclusive, Wyoming Statutes, 1977, as supplemented and amended (the “Act”), for the purpose of refunding the Issuer’s \$90,000,000 aggregate principal amount Solid Waste Disposal Refunding Revenue Bonds (FMC Corporation Project) Series 2005 (the “Prior Bonds”) heretofore issued for the purpose of lending the proceeds thereof to FMC Corporation, a Delaware corporation (the “Company”) in order to pay costs of refunding certain bonds issued to finance the costs of acquiring, constructing and installing certain solid waste disposal facilities (the “Project”) at the trona mining and soda ash manufacturing facilities located in Sweetwater County, Wyoming near Green River, Wyoming (the “Plant”) previously owned by the Company and operated by FMC Wyoming Corporation. The Plant was sold to Tronox US Holdings Inc. in April 2015 and is now operated by Tronox Alkali Wyoming Corporation, a subsidiary of Tronox US Holdings Inc. (Tronox Alkali Wyoming Corporation together with Tronox US Holdings Inc., “Tronox”)

The Bonds are issuable as fully registered Bonds in authorized denominations, are dated the date hereof, mature on December 1, 2035, bear interest at the rate of \_\_\_\_\_ percent (\_\_\_\_\_% ) per annum, and are subject to redemption prior to maturity at the times, in the manner and upon the terms set forth therein. The Bonds and interest and premium, if any, thereon, are special limited obligations of the Issuer, payable solely from the sources hereinafter described, and shall never constitute a pledge of the faith and credit or taxing power of the Issuer or the State of Wyoming or any political subdivision thereof.

The proceeds of the Bonds are being loaned by the Issuer to the Company under the terms of a Loan Agreement, dated as of November 1, 2016 (the “Loan Agreement”), pursuant to

which the Company has agreed to make loan repayments sufficient to pay the principal of, and premium, if any, and interest on, the Bonds when due.

The Bonds are issued under an Indenture of Trust, dated as of November 1, 2016 (the “Indenture”), between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), securing the Bonds and setting forth the covenants and undertakings of the Issuer in connection with the Bonds. Under the Indenture, loan repayments to be paid by the Company under the Loan Agreement, together with certain of the rights of the Issuer thereunder, are pledged and assigned to the Trustee as security for the Bonds.

In connection with the issuance of the Bonds, we have examined the following:

1. The Act and such other laws as we deem relevant to this opinion.
2. A certified copy of the proceedings of the Board of County Commissioners of the Issuer, preliminary to and in connection with the issuance of the Bonds, authorizing, among other things, the following:
  - (a) The execution and delivery of the Loan Agreement.
  - (b) The execution and delivery of the Indenture.
  - (c) The execution and delivery of the Tax Exemption Certificate and Agreement (the “Tax Agreement”), dated the date hereof, by and among the Company, the Issuer and the Trustee.
  - (d) The issuance, sale and delivery of the Bonds.
3. Evidence that the Prior Bonds will be redeemed within 90 days of the date hereof.
4. Evidence of the adoption of resolutions by the board of directors of the Company authorizing, among other things, the execution and delivery of the Loan Agreement and the Tax Agreement.
5. Executed counterparts of the Loan Agreement, the Indenture and the Tax Agreement.
6. The form of bond prescribed for said issue.
7. Certifications of the Company and Tronox with respect to certain material facts regarding qualification of the Project as solid waste disposal facilities within the meaning of Section 142(a)(6) of the Internal Revenue Code of 1986, as amended (the “Code”), and regulations proposed or promulgated thereunder as of the date hereof, and the use of the proceeds of the Bonds and of the Prior Bonds.

8. The opinion of even date herewith of James Schermetzler, \_\_\_\_\_, counsel to the Issuer, delivered concurrently with this opinion.

9. The opinions of even date herewith of Ballard Spahr LLP, and of \_\_\_\_\_, delivered concurrently with this opinion.

10. Such other matters and documents as we deem necessary for purposes of this opinion.

Based upon the foregoing, we are of the opinion, that under present law:

(i) The Loan Agreement, the Indenture and the Tax Agreement have been duly authorized, executed and delivered by the Issuer and each such instrument is a legal and binding instrument upon the Issuer enforceable as to the Issuer according to its terms and is in full force and effect as to the Issuer, assuming due authorization, execution and delivery by and the enforceability against the other party or parties thereto, subject to equitable principles and bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(ii) The proceedings show lawful authority for the issuance and delivery of the Bonds; the Bonds, to the amount named, have been validly issued and are valid and legally binding upon the Issuer enforceable according to the import thereof and as provided in the Indenture, subject to equitable principles and bankruptcy, insolvency or other similar laws affecting creditors' rights generally; the Bonds are and will continue to be payable solely from the revenues and other amounts provided in the Indenture; and said revenues have been ordered set aside and pledged under the Indenture to the payment of the principal of and premium, if any, and interest on the Bonds as the same become due.

(iii) Subject to compliance by the Issuer, the Company and Tronox with certain covenants, under present law, interest on the Bonds is not includable in gross income of the owners thereof for federal income tax purposes, except for interest on any Bond for any period during which such Bond is owned by a person who is a substantial user of the Project or any person considered to be related to such person (within the meaning of Section 147(a) of the Code); however, such interest on the Bonds is included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations under the Code.

In rendering the opinion set forth in (iii) above, we have (a) relied upon certifications of the Company and Tronox with respect to certain material facts or conclusions solely within the knowledge of the Company and Tronox relating to the Project and the application of the proceeds of the Bonds and of the Prior Bonds and (b) assumed continuing compliance with the provisions of the Loan Agreement, the Indenture and the Tax Agreement. Noncompliance with certain covenants and provisions of the Loan Agreement, the Indenture or the Tax Agreement could cause interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds. Ownership of the Bonds may result in other

federal tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Bonds or the receipt of interest thereon.

We express no opinion herein as to the accuracy, adequacy or completeness of the Official Statement relating to the Bonds.

We express no opinion as to the title to, or the description of, the Project, the existence or priority of any liens, charges or encumbrances on the Project or the lien of the Indenture.

In rendering this opinion, we have relied upon certifications of the Issuer, the Company and Tronox with respect to certain material facts within the Issuer's, the Company's and Tronox's knowledge. Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

No. R-1

\$90,000,000

**SWEETWATER COUNTY, WYOMING  
SOLID WASTE DISPOSAL REFUNDING REVENUE BOND  
(FMC CORPORATION PROJECT) SERIES 2016**

DATED:

MATURITY DATE:

CUSIP:

November 30, 2016

December 1, 2035

\_\_\_\_\_

Registered Owner:

CEDE & CO.

Principal Amount:

NINETY MILLION DOLLARS

SWEETWATER COUNTY, WYOMING, a political subdivision duly organized and existing under the Constitution and laws of the State of Wyoming (the “*Issuer*”), for value received, hereby promises to pay (but only out of Revenues as hereinafter provided) to the registered owner identified above or registered assigns, on the maturity date set forth above (the “*Maturity Date*”), the Principal Amount set forth above and to pay (but only out of Revenues as hereinafter provided) interest on the balance of said principal amount from time to time remaining unpaid from and including the date hereof until payment of said principal amount has been made or duly provided for, at the rates and on the dates determined as described herein and in the Indenture (as hereinafter defined), and to pay (but only out of Revenues as hereinafter provided) interest on overdue principal at the rate borne by this Bond commencing on the initial date of such delinquency until such amount has been paid, except as the provisions hereinafter set forth with respect to acceleration of maturity, redemption prior to maturity or purchase may become applicable hereto. If an Event of Default shall have occurred and be continuing under the Indenture, then all Bonds bearing interest at a Daily Interest Rate or a Weekly Interest Rate shall bear interest at the Alternate Rate from the date of such Event of Default and all Bonds bearing interest at a LIBOR Index Rate shall bear interest at the Default Rate from the date of such Event of Default. The principal of and premium, if any, on this Bond are payable at final maturity, acceleration or redemption in lawful money of the United States of America upon surrender hereof at the Corporate Trust Office of The Bank of New York Mellon Trust Company, N.A., as trustee, or its successor in trust (the “*Trustee*”). Interest payments on this Bond shall be made on each Interest Payment Date (as defined below) commencing June 1, 2017 to the person appearing on the bond registration books of the Bond Registrar as the Bondholder thereof on the Record Date (as hereinafter defined), such interest to be paid by the Paying Agent to such Bondholder (i) by check mailed on the Interest Payment Date to such Bondholder’s address as it appears on the registration books or at such other address as has been furnished to the Bond Registrar as provided below, in writing by such Bondholder not later than the Record Date, (ii) for any Bondholder holding Bonds accruing interest at the Daily Interest Rate, the Weekly Interest Rate, the Index Interest Rate or the LIBOR Index Rate, by wire transfer in immediately available funds at an account maintained in the United States at such wire address as such

Bondholder shall specify in its written request (any such written request shall remain in effect until rescinded in writing by such Bondholder), or (iii) during a Term Interest Rate Period upon written request, at least three Business Days prior to the applicable Record Date of the Bondholder of Bonds aggregating not less than \$1,000,000 in principal amount, by wire transfer in immediately available funds at an account maintained in the United States at such wire address as such Bondholder shall specify in its written notice (any such written request shall remain in effect until rescinded in writing by such Bondholder); except, in each case, that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Bondholder in whose name any such Bonds are registered at the close of business on the fifth Business Day next preceding the date of payment of such defaulted interest. Both the principal of and premium, if any, on the Bonds shall be payable upon surrender thereof in lawful money of the United States of America at the Corporate Trust Office of the Trustee.

“*Interest Payment Date*” means, (i) during a Variable Interest Rate Period, the first Business Day of each calendar month next succeeding the end of the Interest Period to which such Interest Payment Date relates, (ii) during a Term Interest Rate Period of more than six calendar months, the first day of the calendar month that is six months after the commencement of such Term Interest Rate Period, and the first day of each sixth calendar month thereafter until the end of such Term Interest Rate Period, with the first Interest Payment Date to occur on June 1, 2017, (iii) each Conversion Date, and (iv) the Principal Payment Date.

The initial Interest Rate Period for this Bond shall be the Initial Term Interest Rate Period.

This Bond shall initially bear interest at a rate per annum set forth in the Indenture for the period set forth in the Indenture. The interest rate on this Bond may thereafter be adjusted to a Daily Interest Rate, a Weekly Interest Rate, an Index Interest Rate, another Term Interest Rate or a LIBOR Index Rate as provided in the Indenture.

The principal of, premium, if any, and interest on the Bonds are payable by the Issuer solely from Revenues and the other assets pledged thereto under the Indenture hereinafter referred to, including all proceeds derived pursuant to a Letter of Credit, if a Letter of Credit is in effect.

This Bond is one of a duly authorized issue of bonds designated as “Sweetwater County, Wyoming Solid Waste Disposal Refunding Revenue Bonds (FMC Corporation Project) Series 2016”, limited in aggregate principal amount to \$90,000,000 (the “*Bonds*”). The Bonds are issued under and secured by and entitled to the benefits of an Indenture of Trust, dated as of November 1, 2016 (the “*Indenture*”), between the Issuer and the Trustee. Proceeds from the sale of the Bonds will be used to refund certain outstanding Prior Bonds of Sweetwater County, Wyoming, the proceeds of which were used to refund the Series 1994 Bonds of Sweetwater County, Wyoming (the proceeds of which were used to finance the Project, as defined in the Indenture), under the terms of a Loan Agreement, dated as of November 1, 2016 (the “*Loan Agreement*”), between the Issuer and FMC Corporation (the “*Borrower*”). Capitalized terms not defined herein shall have the meanings ascribed thereto in the Indenture.

The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Wyoming (the "*State*"), particularly the Act, and pursuant to a resolution adopted by the Board of County Commissioners of the Issuer on November 1, 2016, which resolution authorizes the execution and delivery of the Loan Agreement and the Indenture. THE BONDS AND THE OBLIGATION TO PAY INTEREST THEREON AND PREMIUM, IF ANY, WITH RESPECT THERETO ARE A LIMITED AND NOT A GENERAL OBLIGATION OF THE ISSUER PAYABLE SOLELY OUT OF THE REVENUES AND INCOME DERIVED FROM THE LOAN AGREEMENT AND AS OTHERWISE PROVIDED IN THE INDENTURE, AND SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR AN OBLIGATION OF THE ISSUER, THE STATE, OR ANY POLITICAL SUBDIVISION OR MUNICIPAL CORPORATION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE BONDS DO NOT NOW NOR SHALL EVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

The Bonds shall be secured under the Indenture by payments received by the Trustee under the Loan Agreement, with certain exceptions set forth in the Indenture; by moneys drawn by the Trustee under any irrevocable letter of credit that may be issued under the Loan Agreement (together with any Alternate Letter of Credit (as that term is defined in the Indenture) issued in substitution therefor in accordance with the Loan Agreement, the "*Letter of Credit*") in favor of the Trustee, issued at the request and for the account of the Borrower, subject, however, to termination as provided therein and in the Indenture; and by other moneys held by the Trustee under the Indenture for such purpose (all of the foregoing, the "*Revenues*"); and as otherwise provided in the Indenture, and there shall be no other recourse against the Issuer or any property now or hereafter owned by it.

Reference is hereby made to the Indenture and all indentures supplemental thereto for a description of the rights thereunder of the registered Bondholders of the Bonds, of the nature and extent of the security, of the rights, duties and immunities of the Trustee and of the rights and obligations of the Issuer thereunder; to all of the provisions of which Indenture and of the Loan Agreement, and any Letter of Credit, the Holder of this Bond, by acceptance hereof, assents and agrees.

The Bonds are issuable as fully registered bonds without coupons in Authorized Denominations.

This Bond is transferable by the Bondholder hereof, in person, or by its attorney duly authorized in writing, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Bond or Bonds, in an Authorized Denomination or Denominations, for the same aggregate principal amount, will be issued to the transferee in exchange therefor. The Issuer and the Trustee may treat the Bondholder hereof as the absolute Bondholder hereof for all purposes, and the Issuer and the Trustee shall not be affected by any notice to the contrary.

The term of the Bonds will be divided into consecutive Interest Rate Periods, as provided in the Indenture, during each of which the Bonds shall bear interest at Daily Interest Rates, Weekly Interest Rates, LIBOR Index Rates, Index Interest Rates or a Term Interest Rate. The

first Interest Rate Period for this Bond shall be the Initial Term Interest Rate Period as specified in the Indenture. The interest rate determination method for the Bonds (in whole or in part) may be subsequently changed from time to time by the Borrower, without the consent of the Holders of the Bonds, as provided in the Indenture. The Trustee shall give notice to Holders of the Bonds, as provided in the Indenture, prior to any change in the interest rate determination method.

Except as provided above, interest on the Bonds with respect to each Interest Period will be paid on the immediately succeeding Interest Payment Date provided that if any Interest Payment Date is not a Business Day, such interest shall be mailed or wired as provided above on the next succeeding Business Day with the same effect as if made on the day such payment was due. During a Daily Interest Rate Period, Weekly Interest Rate Period, Index Interest Rate Period or a Term Interest Rate Period of six calendar months or less, interest on the Bonds shall be computed upon the basis of a 365-day year or 366-day year, as applicable, for the number of days actually elapsed. During any other Term Interest Rate Period, interest on the Bonds shall be computed upon the basis of a 360-day year, consisting of twelve 30-day months. Interest on Bonds accruing at the LIBOR Index Rate shall be computed on the basis of a 360-day year for the actual number of days elapsed, except as otherwise described in the Indenture. The Bonds shall bear interest from and including the Issuance Date until payment of the principal or redemption price thereof has been made or provided for, whether at maturity, upon redemption or otherwise, or until the Bonds have been accelerated.

At any time the Bonds are in a Daily Interest Rate Period, Weekly Interest Rate Period, Index Interest Rate Period or a Term Interest Rate Period of less than one year, the Borrower will retain a Remarketing Agent meeting the requirements of the Indenture to perform the duties assigned to the Remarketing Agent therein. The Remarketing Agent so retained may be removed or replaced in accordance with the provisions of the Remarketing Agreement and the Indenture.

Determination of the interest rate by the Remarketing Agent and the Calculation Agent, as applicable, shall be conclusive and binding upon the registered Bondholders of the Bonds, the Issuer, the Borrower and the Trustee.

The Bonds are subject to redemption as provided in the Indenture.

The Bonds are subject to mandatory and optional tender for purchase as provided in the Indenture.

The Holder of this Bond shall have no right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon the Indenture or to enforce a drawing on the Letter of Credit, except as provided in the Indenture.

The Indenture may be supplemented or amended as provided in the Indenture.

The Indenture prescribes the manner in which it may be discharged and after which the Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except for the

purposes of transfer and exchange of Bonds and of payment of the principal of and premium, if any, and interest on the Bonds as the same become due and payable, including a provision that under certain circumstances the Bonds shall be deemed to be paid if certain securities, as defined in the Indenture, maturing as to principal and interest in such amounts and at such times as to insure the availability of sufficient moneys to pay the principal of, and premium, if any, and interest on, such Bonds and all necessary and proper fees, compensation and expenses of the Trustee shall have been deposited with the Trustee.

So long as a Letter of Credit is then in effect and the Credit Provider has not failed or refused to honor a properly presented and conforming draw under the Letter of Credit, the Credit Provider, and not the registered owners of the Bonds, shall be deemed to be the Owner of 100% of the Outstanding Bonds at all times for the purpose of giving any approval, request, consent, direction (other than related to a demand purchase by the Owner of this Bond and as otherwise provided in the Indenture), declaration, rescission or amendment which under the Indenture is to be given by the registered owners of the Bonds at the time Outstanding; *provided, however*, that the Credit Provider shall not consent to any modification or amendment of the Indenture or the Loan Agreement requiring the consent of the Owners of 100% in aggregate principal amount of the Bonds Outstanding or which would cause the interest on the Bonds to be no longer excluded from gross income for federal income tax purposes unless the actual Owners of 100% in aggregate principal amount of the Bonds Outstanding shall have also consented thereto or unless the Credit Provider is also the registered owner of 100% of the Bonds Outstanding; and provided further, that the Credit Provider shall have no right to deprive any Owner of the Bonds of the benefit of the Letter of Credit under the circumstances and in the manner contemplated as set forth in the Indenture.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State or the Indenture to exist, to have happened or to have been performed precedent to or in the issuance of this Bond, exist, have happened and have been performed and that said issue of Bonds, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by said Constitution or statutes.

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, Sweetwater County, Wyoming has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of the Chairman of the Board of County Commissioners and its corporate seal to be hereunto affixed, impressed or otherwise reproduced, and attested by the manual or facsimile signature of its County Clerk, and this Bond to be dated the Issuance Date.

[SEAL]

ATTEST:

SWEETWATER COUNTY, WYOMING

\_\_\_\_\_  
County Clerk

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

Chairman  
Board of County Commissioners

**TRUSTEE'S CERTIFICATE OF AUTHENTICATION**

Dated: \_\_\_\_\_, 2016

This is one of the Bonds described in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Trustee

By \_\_\_\_\_  
Authorized Representative

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("*DTC*"), to the Issuer 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.

**ASSIGNMENT**

For value received the undersigned do(es) hereby sell, assign and transfer unto \_\_\_\_\_ [name, address and tax i.d. number of transferee] the within-mentioned Registered Bond and do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ attorney, to transfer the same on the books of the Trustee with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_ Signed: \_\_\_\_\_

Note: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within Registered Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed by:

---

➤ **Notice:** Signature guarantee should be made by a guarantor institution participating in the Securities, Transfer Agents Medallion Program or in such other program acceptable to the Bond Registrar.

LETTER OF INSTRUCTIONS TO 2005 TRUSTEE

November 30, 2016

The Bank of New York Mellon Trust Company, N.A.,  
successor to The Bank of New York, as Trustee  
500 Ross Street, 12th Floor  
Pittsburgh, Pennsylvania 15262  
Attention: Andrew Joyce

Re: \$90,000,000  
Sweetwater County, Wyoming  
Solid Waste Disposal Refunding Revenue Bonds  
(FMC Corporation Project) Series 2005

Ladies and Gentlemen:

You are the trustee under the Indenture of Trust, dated as of December 1, 2005 (the "*Prior Indenture*"), by and between Sweetwater County, Wyoming (the "*Issuer*") and The Bank of New York Mellon Trust Company, N.A. (successor to The Bank of New York), as trustee (the "*2005 Trustee*"), pursuant to which the Issuer issued \$90,000,000 aggregate principal amount of its Solid Waste Disposal Refunding Revenue Bonds (FMC Corporation Project) Series 2005, all of which are currently outstanding (the "*Series 2005 Bonds*"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Prior Indenture.

On October 17, 2016, FMC Corporation (the "*Company*") notified the 2005 Trustee of its intention to exercise its option to redeem the Series 2005 Bonds in whole on December 1, 2016 (the "*Redemption Date*") pursuant to Section 3.1(b) of the Prior Indenture, at a redemption price of the principal amount thereof. Accrued interest on the Series 2005 Bonds will be paid separately on the Interest Payment Date (December 1, 2016) to the Bondholders of record on the Record Date (November 15, 2016).

You hereby confirm that you mailed a copy of the Conditional Notice of Redemption, in the form attached as EXHIBIT A, by first-class mail, postage prepaid, to the Issuer, the Company and the Owners of the Series 2005 Bonds on October \_\_, 2016, which was at least 30 days prior to the Redemption Date, as required by Section 3.2 of the Prior Indenture.

On the date hereof, you will receive (a) \$ \_\_\_\_\_ in immediately available funds, which are the proceeds of bonds issued by the Issuer to provide for the payment of the principal of the Series 2005 Bonds and (b) from the Company moneys (in immediately available funds) which, when added to the amount received from bond proceeds, equal (i) \$90,000,000 to provide for the payment of the principal amount of the Series 2005 Bonds on the Redemption Date; plus (ii) the amount of accrued interest payable on the Series 2005 Bonds on the Interest Payment

Date. You are hereby instructed to hold such cash in the Bond Fund solely for the benefit of the owners of the Series 2005 Bonds and to apply such funds solely to the payment of the principal of and interest on the Series 2005 Bonds on the Redemption Date and Interest Payment Date, respectively. Any excess moneys shall be paid over to the Company, as provided in Section 5.9 of the Prior Indenture.

On the next business day following the Redemption Date and Interest Payment Date, upon receipt of all necessary funds as described above and the payment to you, as Trustee of all money due or to become due according to the provisions of the Prior Indenture, you will deliver to the Issuer and the Company the Certification of Trustee in the form attached hereto as EXHIBIT B.

Please acknowledge your acceptance of the terms hereof by signing and returning to the undersigned the enclosed copy of this letter.

SWEETWATER COUNTY, WYOMING

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

Chairman  
Board of County Commissioners

FMC CORPORATION

By: \_\_\_\_\_  
Vice President and Treasurer

The Bank of New York Mellon Trust Company, N.A. hereby acknowledges acceptance of the terms of the foregoing letter.

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as 2005 Trustee

By: \_\_\_\_\_  
Vice President

EXHIBIT A

CONDITIONAL NOTICE OF REDEMPTION TO THE OWNERS OF

**\$90,000,000**  
**Sweetwater County, Wyoming**  
**Solid Waste Disposal Refunding Revenue Bonds**  
**(FMC Corporation Project) Series 2005**

DATED: December 15, 2005  
DUE: December 1, 2035  
CUSIP\* NUMBER 870522 AC3

NOTICE IS HEREBY GIVEN that all of the outstanding above-captioned Bonds (the "*Bonds*") have been conditionally called for redemption on December 1, 2016 (the "*Redemption Date*") at a redemption price equal to 100% of the principal amount of the Bonds. Interest on the Bonds will be paid separately on December 1, 2016 to the Bondholders of record on November 15, 2016.

The Bonds will be called for optional redemption on the Redemption Date; *provided, however*, that such redemption is conditioned upon receipt by The Bank of New York Mellon Trust Company, N.A., as Trustee, of moneys sufficient to pay the principal of the Bonds on or prior to the Redemption Date. If such moneys are not received by the Trustee by the Redemption Date, this notice shall be of no force or effect, the Trustee will not redeem the Bonds, the redemption price shall not be due and payable, and the Trustee will give notice, in the same manner as this conditional notice of redemption is given, that such moneys were not received and that the Bonds will not be redeemed.

Subject to the deposit of sufficient funds with the Trustee as described above, payment of the redemption price will be made on the Redemption Date, upon the presentation of the Bonds at the offices of the Trustee at the following address:

The Bank of New York Mellon Trust Company, N.A.

---

---

---

Notice is further given that, subject to the deposit of sufficient funds with the Trustee as described above, the Bonds shall cease to bear interest from and after the Redemption Date, whether or not any such Bond is presented to the Trustee on said date.

---

\* CUSIP data in this notice have been assigned by CUSIP Global Services LLC, managed on behalf of the American Bankers Association by Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc., and is included solely for the convenience of the holders. Neither the City nor the Trustee shall be responsible for the correctness of the CUSIP number on the Bonds or as indicated in this redemption notice.

Each owner of any Bond so called for redemption prior to maturity must also submit a completed IRS Form W-9, certifying his or her tax identification number, to the Trustee with such Bond. An IRS Form W-9 is available, and may be obtained from any local bank or broker. Failure to submit such an IRS Form W-9 with any Bond so called for prior redemption and presented for payment will result in a withholding of 28% of the interest due to such owner pursuant to the Internal Revenue Code of 1986, as amended.

DATED this \_\_\_\_ day of October, 2016.

By: THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Trustee

**EXHIBIT B**

**CERTIFICATION OF TRUSTEE**

To: Sweetwater County, Wyoming  
P.O. Box 730  
80 West Flanning Gorge Way  
Green River, Wyoming 82935  
Attention: County Clerk

FMC Corporation  
FMC Tower at Cira Centre South  
2929 Walnut Street  
Philadelphia, Pennsylvania 19104  
Attention: Treasurer

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, the undersigned, The Bank of New York Mellon Trust Company, N.A., successor to The Bank of New York, (the "*Trustee*") under the Indenture of Trust, dated as of December 1, 2005, by and between Sweetwater County, Wyoming (the "*Issuer*") and the Trustee (the "*Indenture*") relating to the Issuer's Solid Waste Disposal Refunding Revenue Bonds (FMC Corporation Project) Series 2005 in the aggregate principal amount of \$90,000,000 (the "*Bonds*");

NOW, THEREFORE, The Bank of New York Mellon Trust Company, N.A., hereby certifies that:

- (1) Notice of redemption of the Bonds on December 1, 2016, was given to the Bondholders in accordance with the Indenture on October \_\_, 2016, and the principal of and accrued interest on the Bonds to the redemption date have been paid in full. All of the Bonds secured by the Indenture have been paid for all purposes of the Indenture.
- (2) Any excess moneys held under the Indenture have been paid to FMC Corporation (the "*Company*").
- (3) The Trustee shall cancel and discharge the lien of the Indenture, and execute and deliver to the Issuer such instruments in writing as shall be requested by the Issuer or the Company which are requisite to cancel and discharge the lien thereof, and reconvey, release, assign and deliver unto the Issuer any and all the estate, right, title and interest in and to any and all property conveyed, assigned or pledged to the Trustee or otherwise subject to the lien of the Indenture, except moneys or securities held by the Trustee for the payment of the principal and interest on the Bonds.
- (4) The Company has paid all reasonable and necessary fees and expenses of the Trustee accrued through the redemption date of the Bonds and, therefore, the

Company's liability and obligations under the Agreement (as defined in the Indenture) have been discharged.

WITNESS the due execution hereof as of this 2nd day of December 2016.

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.

By \_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
(Type or Print Name)

(SEAL)

ATTEST:

By \_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
(Type or Print Name)

(SEAL)

CERTIFICATE OF  
SWEETWATER COUNTY, WYOMING

The undersigned Chairman of the Board of County Commissioners and County Clerk, respectively, of Sweetwater County, Wyoming, a political subdivision created and existing under the Constitution and laws of the State of Wyoming (the "*Issuer*"), do hereby certify, request, authorize and covenant as follows:

1. They are now, and were at the time of the execution of \$90,000,000 aggregate principal amount of the Issuer's Solid Waste Disposal Refunding Revenue Bonds (FMC Corporation Project) Series 2016 (the "*Bonds*") and the Issuer Documents hereinafter defined, such duly elected, qualified and acting officials, and as such are familiar with the books and records of the Issuer.

2. The persons identified as officials of the Issuer in the Exhibits hereto attached were at such time the officials therein respectively indicated of the Issuer.

3. Attached hereto are true, complete and correct copies of the following:

(a) Excerpts of the minutes of the meeting of the Board on October 18, 2016 showing the adoption of the inducement resolution authorizing the Issuer to proceed toward the issuance and sale of the Bonds (the "*Inducement Resolution*") (*Exhibit A*); and

(b) Publisher's affidavit of publication of the Inducement Resolution and corresponding proceedings in the Rock Springs Daily Rocket-Miner on November \_\_, 2016 (*Exhibit B*).

(c) Excerpts of the minutes of the meeting of the Board on November 1, 2016 showing the adoption of the resolution approving the issuance of the Bonds and the execution and delivery of the Issuer Documents (as hereinafter defined) relating to the Bonds (the "*Bond Resolution*") (*Exhibit C*); and

(b) Publisher's affidavit of publication of the Bond Resolution and corresponding proceedings in the Rock Springs Daily Rocket-Miner on November \_\_, 2016 (*Exhibit D*).

The Inducement Resolution and the Bond Resolution are in full force and effect and have not been altered, amended or repealed as of the date hereof. Said meetings were duly called and noticed, open to the public and held in accordance with law and the procedural rules of the Issuer.

4. The following described instruments, as executed and delivered by the Issuer, were authorized by the Bond Resolution:

<u>Instrument</u>	<u>Dated as of</u>	<u>Other Parties</u>
Indenture of Trust (the " <i>Indenture</i> ")	November 1, 2016	The Bank of New York Mellon Trust Company, N.A., as trustee (the " <i>Trustee</i> ")
Loan Agreement (the " <i>Loan Agreement</i> ")	November 1, 2016	FMC Corporation (the " <i>Company</i> ")
Tax Exemption Certificate and Agreement (the " <i>Tax Agreement</i> ")	the date hereof	Company and Trustee
Bond Purchase Agreement (the " <i>Bond Purchase Agreement</i> ")	November [17], 2016	Merrill Lynch, Pierce, Fenner & Smith Incorporated, as underwriter (the " <i>Underwriter</i> "), and Company

The Indenture, the Loan Agreement, the Tax Agreement and the Bond Purchase Agreement are herein collectively referred to as the "Issuer Documents." The Issuer Documents have been duly executed and delivered by the Issuer.

5. Attached hereto as *Exhibit E* is a true and correct copy of the Blanket Issuer Letter of Representations dated December 8, 1995 from the Issuer to The Depository Trust Company ("*DTC*"), which is in full force and effect as of the date hereof.

6. Each of the Bonds issued and delivered on the date hereof in the aggregate principal amount of \$90,000,000 has been executed by the manual or facsimile signature of the undersigned Chairman and attested by the manual or facsimile signature of the undersigned County Clerk, and the official seal of the Issuer or a facsimile thereof has been affixed thereto or imprinted thereon. The certified manual signature of each such officer has been filed with the Secretary of State of Wyoming in the manner provided in the Wyoming Statutes, Section 16-2-102.

7. The Issuer hereby requests and authorizes the Trustee to authenticate a single Bond in the aggregate principal amount of \$90,000,000 pursuant to Section 3.1 of the Indenture and to deliver the Bonds to or as directed by the Underwriter upon payment therefor by the Underwriter, in immediately available funds, of \$90,000,000 (there being no accrued interest), for deposit and transfer by the Trustee as provided in the Loan Agreement and the Indenture. The Trustee is hereby authorized and directed to register the Bond in the name of Cede & Co., the nominee of DTC, as specified by the Underwriter.

8. Each of the representations and warranties of the Issuer set forth in Section 6 of the Bond Purchase Agreement and in the Indenture, the Loan Agreement and the Tax Agreement is accurate as if made on and as of the date hereof.

9. All of the conditions and agreements required in the Bond Purchase Agreement to be satisfied or performed by the Issuer at or prior to the date hereof have been satisfied or performed in the manner and with the effect contemplated therein.

10. As of the date hereof, no event of default under the Indenture, the Loan Agreement or the Tax Agreement has occurred and is continuing, and no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute such an event of default.

11. No officer of the Issuer is in any manner interested, either directly or indirectly, in his or her own name or in the name of any other person or corporation, in any of the Issuer Documents, within the meaning of Section 16-6-118, Wyoming Statutes, 1977, as amended.

IN WITNESS WHEREOF, the undersigned have hereunto set their official signatures and the official seal of the Issuer on November 30, 2016.

SWEETWATER COUNTY, WYOMING

By \_\_\_\_\_

Chairman

[SEAL]

By \_\_\_\_\_

County Clerk

I, James P. Schermetzler, Deputy County Attorney of Sweetwater County, Wyoming, as indicated by my signature hereto, do hereby certify that I am personally acquainted with the persons whose signatures, known to me to be genuine, are signed to the foregoing certificate, and that I know that the persons aforesaid are the officers of Sweetwater County, Wyoming, as named in said certificate, indicated by the titles appended to their signatures, and I hereby identify said signatures as being in all respects true and genuine.

WITNESS my official signature as of the date signed to the foregoing certificate.

\_\_\_\_\_  
James P. Schermetzler

Information Return for Tax-Exempt Private Activity Bond Issues

(Under Internal Revenue Code section 149(e)) See separate instructions.

Part I Reporting Authority

Check if Amended Return

1 Issuer's name Sweetwater County, Wyoming

2 Issuer's employer identification number 83-60000126

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

3b Telephone number of other person shown on 3a

4 Number and street (or P.O. box if mail is not delivered to street address) 80 West Flaming Gorge Way

5 Report number (For IRS Use Only) 1

6 City, town, or post office, state, and ZIP code Green River, Wyoming 82935

7 Date of issue (MM/DD/YYYY) 11/30/2016

8 Name of issue Solid Waste Disposal Refunding Revenue Bonds (FMC Corporation Project) Series 2016

9 CUSIP number

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information

10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (Enter the issue price.)

Table with columns for issue type (11-20c) and Issue Price. Includes categories like Airport, Docks and wharves, Water furnishing facilities, Sewage facilities, Solid waste disposal, etc.

For Paperwork Reduction Act Notice, see separate instructions. Cat. No. 49973K Form 8038 (Rev. 4-2011)

**Part III Description of Bonds (Complete for the entire issue for which this form is being filed.)**

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

**Part IV Uses of Proceeds of Issue (including underwriters' discount)**

	Amount
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30

**Part V Description of Property Financed by Nonrefunding Proceeds**

*Caution: The total of lines 31a through e below must equal line 30 above. Do not complete for qualified student loan bonds, qualified mortgage bonds, or qualified veterans' mortgage bonds.*

**31 Type of Property Financed by Nonrefunding Proceeds:**

	31a	31b	31c	31d	31e	Amount
a	Land					
b	Buildings and structures					
c	Equipment with recovery period of more than 5 years					
d	Equipment with recovery period of 5 years or less					
e	Other. Describe (see instructions)					

**32** North American Industry Classification System (NAICS) of the projects financed by nonrefunding proceeds.

	NAICS Code	Amount of nonrefunding proceeds	NAICS Code	Amount of nonrefunding proceeds
a	\$		c	\$
b	\$		d	\$

**Part VI Description of Refunded Bonds (Complete this part only for refunding bonds.)**

33	Enter the remaining weighted average maturity of the bonds to be currently refunded	19.003	years
34	Enter the remaining weighted average maturity of the bonds to be advance refunded		years
35	Enter the last date on which the refunded bonds will be called	12 / 01 / 2016	
36	Enter the date(s) the refunded bonds were issued	12/15/2005	

**Part VII Miscellaneous**

**37** Name of governmental unit(s) approving issue (see the instructions) **No approval necessary under section 147(f)(2)(D)**

**38** Check the box if you have designated any issue under section 265(b)(3)(B)(iii)

**39** Check the box if you have elected to pay a penalty in lieu of arbitrage rebate

**40a** Check the box if you have identified a hedge and enter the following information

**b** Name of hedge provider

**c** Type of hedge

**d** Term of hedge

**41** Check the box if the hedge is superintegrated

**42a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC)

**b** Enter the final maturity date of the GIC

**c** Enter the name of the GIC provider

**43** Check the box if the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated in accordance with the requirements under the Code and Regulations (see instructions)

**44** Check the box if the issuer has established written procedures to monitor the requirements of section 148

**45a** Enter the amount of reimbursement if some portion of the proceeds was used to reimburse expenditures

**b** Enter the date the official intent was adopted

**46** Check the box if the issue is comprised of qualified redevelopment, qualified small issue, or exempt facilities bonds and provide name and EIN of the primary private user

Name **FMC Corporation**

EIN **94-0479804**

**Part VIII** **Volume Caps** Amount

<b>47</b>	Amount of state volume cap allocated to the issuer. <b>Attach copy of state certification</b> . . . . .	<b>47</b>	
<b>48</b>	Amount of issue subject to the unified state volume cap . . . . .	<b>48</b>	0
<b>49</b>	Amount of issue not subject to the unified state volume cap or other volume limitations: a Of bonds for governmentally owned solid waste facilities, airports, docks, wharves, environmental enhancements of hydroelectric generating facilities, or high-speed intercity rail facilities . . . . .	<b>49</b>	
	b Under a carryforward election. Attach a copy of Form 8328 to this return . . . . .	<b>49a</b>	
	c Under transitional rules of the Tax Reform Act of 1986. Enter Act section ▶	<b>49b</b>	
	d Under the exception for current refunding (section 146(f) and section 1313(a) of the Tax Reform Act of 1986)	<b>49c</b>	
	<b>50a</b> Amount of issue of qualified veterans' mortgage bonds . . . . .	<b>49d</b>	
	b Enter the state limit on qualified veterans' mortgage bonds . . . . .	<b>50a</b>	
	<b>51a</b> Amount of section 1394(f) volume cap allocated to issuer. <b>Attach copy of local government certification</b>	<b>50b</b>	
	b Name of empowerment zone ▶	<b>51a</b>	
<b>52</b>	Amount of section 142(k)(5) volume cap allocated to issuer. <b>Attach copy of state certification</b>	<b>52</b>	

**Signature and Consent** Under penalties of perjury, I declare that I have examined this return, and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative Wally J. Johnson, Chairman, Board of County Commissioners Date 11/30/2016 Type or print name and title

<b>Paid Preparer Use Only</b>	Print/Type preparer's name <b>Anthony R. Rosso</b>	Preparer's signature	Date <b>11/30/2016</b>	Check <input type="checkbox"/> if self-employed	Preparer's PTIN <b>P00964895</b>
	Firm's name ▶ <b>Chapman and Cutler LLP</b>				Firm's EIN ▶ <b>36-2153731</b>
	Firm's address ▶ <b>111 West Monroe Street, Chicago, Illinois 60603</b>				Phone no. <b>312-845-3000</b>

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: November 1, 2016	Presenters Name & Title: Marry Demovich, Purchasing Manager
Department or Organization: Purchasing & Inventory	Contact Phone and E-mail: 307-922-5435 demovichm@sweet.wv.us
Exact Wording for Agenda: Vehicle transfers/exchange	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 10 minutes
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information:	

**• INSTRUCTIONS**

- All requests to be added to the agenda will need to be submitted in writing on the “Meeting Request Form” by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: [shoemakers@sweet.wv.us](mailto:shoemakers@sweet.wv.us)
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. **\*\*If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\***
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.

# VEHICLE TRANSFER REQUEST

All vehicles being transferred from one department to another can not be transferred until this form is completed and approved by the Purchasing Department and if deemed necessary by the purchasing department, by the County Commissioners.

This will allow for the necessary plate and insurance transfers and for proper inventory changes.

## Transfer Form

Description of vehicle: Chery Malibu Maxx 2004

Vehicle Vin #: 1G1Z562825F195815

Current Plate #: CO-2103

If plate will be transferred with vehicle.  Yes  No

If no, will a new plate be needed?  Yes  No

Mileage: 88,635

Department Transferring Vehicle: County Attorney

Receiving Department: Pool GR / 150

Transferring Department's  
Approval: Leani Shavis

Purchasing Department  
Approval: Marty Bennett

County Commissioners  
Approval: \_\_\_\_\_

# VEHICLE TRANSFER REQUEST

All vehicles being transferred from one department to another can not be transferred until this form is completed and approved by the Purchasing Department and if deemed necessary by the purchasing department, by the County Commissioners.

This will allow for the necessary plate and insurance transfers and for proper inventory changes.

## Transfer Form

Description of vehicle: 2007 Jeep

Vehicle Vin #: 1J8GR48KX7C664857

Current Plate #: Co-2776

If plate will be transferred with vehicle.  Yes  No

If no, will a new plate be needed?  Yes  No

Mileage: 44,062

Department Transferring Vehicle: Facility Maintenance

Receiving Department: County Attorney

Transferring Department's Approval: Carroll

Purchasing Department Approval: Marty Remick

County Commissioners Approval: \_\_\_\_\_

# VEHICLE TRANSFER REQUEST

*All vehicles being transferred from one department to another can not be transferred until this form is completed and approved by the Purchasing Department and if deemed necessary by the purchasing department, by the County Commissioners.*

*This will allow for the necessary plate and insurance transfers and for proper inventory changes.*

## Transfer Form

Description of vehicle: 2008 Ford F250 Diesel

Vehicle Vin #: 1F75X21K88EG9698

Current Plate #: CO-3134

If plate will be transferred with vehicle.  Yes  No

If no, will a new plate be needed?  Yes  No

Mileage: 134875

Department Transferring Vehicle: 150

Receiving Department: Facility Maintenance

Transferring Department's

Approval: \_\_\_\_\_

Purchasing Department

Approval: \_\_\_\_\_

County Commissioners

Approval: \_\_\_\_\_

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

<b>Meeting Date Requested:</b> November 1, 2016	<b>Presenters Name &amp; Title:</b> Kimmie Diehl Rouse Program Coordinator/Caseworker
<b>Department or Organization:</b> Sweetwater County DSP	<b>Contact Phone and E-mail:</b> (307) 922-5274 feldernank@sweet.wy.us
<b>Exact Wording for Agenda:</b> Acceptance of 2016-2017 MOA with City of Rock Springs for the DSP Program	<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 9:00 - 11:00 a.m. for Placement Less than 15 minutes
<b>Will there be Handouts? (If yes, include with meeting request form)</b> Yes	<b>Will handouts require SIGNATURES:</b> Yes
<b>Additional Information:</b> The original MOA with signatures of the Rock Springs Mayor, City Council President and the City Clerk, have been sent in the inner office mail to Vicki Eastin in the County Clerk's office to be given to Chairman Johnson for <div style="text-align: center; margin-top: 10px;">                     _____                      Signature at the meeting.                 </div>	

### • INSTRUCTIONS

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. **\*\*If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\***
- Any documents requiring **Board Action or signature** are considered agenda items and need to be requested in the same manner.

## MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into between the City of Rock Springs, Wyoming, a municipal corporation of the State of Wyoming, herein referred to as "City" and the County of Sweetwater, Wyoming, a county corporation, herein referred to as "SWC," witnesseth:

WHEREAS, SWC collects and dispenses all monies secured by grant or otherwise for the DUI Supervised Probation Program, herein referred to as "DSP," and,

WHEREAS, DSP has in the past, and will in the future provide a unique function to the City by supervising individuals sentenced in Rock Springs Municipal Court for Driving Under the Influence of Alcohol related offenses; and,

WHERE AS, the City desires to have DSP continue such activities to assure drunk driver compliance with their mandated probationary terms, and DSP desires to do so, but requires financial assistance in order to carry out its activities.

NOW, THEREFORE, IT IS DULY AGREED THAT for and in consideration of the amount of Nine Thousand Dollars and No Cents (\$9,000.00) from the City, payable in quarterly installments of Two Thousand Two Hundred Fifty Dollars and No Cents (\$2,250.00), on September 30, 2016; December 31, 2016; March 31, 2017; and June 30, 2017; or as close hereto as is convenient for the City. SWC and DSP hereby agree to:

1. Directly supervise a reasonable number of Defendant's convicted of alcohol related offenses in Rock Springs Municipal Court whom reside within corporate city limits.
2. Assure that Defendant's abide by those terms enumerated in their Judgments and Sentences, including, but not limited to assuring their participation in any drug/alcohol counseling deemed necessary by the statutorily required drug/alcohol evaluation.
3. Establish reasonable payment plans for those individuals required to pay fines, costs, restitution and DSP fees, or assure that plans already ordered by the Court be followed.
4. Report monthly to the Court and/or City Attorney on Defendant's compliance with the terms of their judgments and sentences.

DATED this 4<sup>th</sup> day of October, 2016.

SWEETWATER COUNTY (SWC)

Attest:

Wally Johnson, Chairman

County Clerk

Kimber Diehl Rouse  
Kimber Diehl Rouse, DSP Program  
Coordinator/Caseworker

Karin Kelly  
Karin Kelly, DSP Supervisor

CITY OF ROCK SPRINGS WYOMING

Attest:

Carl R. Demshar, Jr.  
Carl R. Demshar, Jr., Mayor

Risa Tantielli  
Risa Tantielli, City Clerk

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into between the City of Rock Springs, Wyoming, a municipal corporation of the State of Wyoming, herein referred to as "City" and the County of Sweetwater, Wyoming, a county corporation, herein referred to as "SWC," witnesses:

WHEREAS, SWC collects and dispenses all monies secured by grant or otherwise for the DUI Supervised Probation Program, herein referred to as "DSP," and,

WHEREAS, DSP has in the past, and will in the future provide a unique function to the City by supervising individuals sentenced in Rock Springs Municipal Court for Driving Under the Influence of Alcohol related offenses; and,

WHEREAS, the City desires to have DSP continue such activities to assure drunk driver compliance with their mandated probationary terms, and DSP desires to do so, but requires financial assistance in order to carry out its activities.

NOW, THEREFORE, IT IS DUPLY AGREED THAT for and in consideration of the amount of Nine Thousand Dollars and No Cents (\$9,000.00) from the City, payable in quarterly installments of Two Thousand Two Hundred Fifty Dollars and No Cents (\$2,250.00), on September 30, 2016; December 31, 2016; March 31, 2017; and June 30, 2017; or as close hereto as is convenient for the City. SWC and DSP hereby agree to:

1. Directly supervise a reasonable number of Defendant's convicted of alcohol related offenses in Rock Springs Municipal Court whom reside within corporate city limits.
2. Assure that Defendant's abide by those terms enumerated in their Judgments and Sentences, including, but not limited to assuring their participation in any drug/alcohol counseling deemed necessary by the statutorily required drug/alcohol evaluation.
3. Establish reasonable payment plans for those individuals required to pay fines, costs, restitution and DSP fees, or assure that plans already ordered by the Court be followed.
4. Report monthly to the Court and/or City Attorney on Defendant's compliance with the terms of their judgments and sentences.

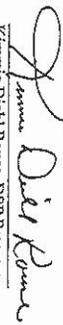
DATED this 4th day of October, 2016.

SWEETWATER COUNTY (SWC)

Attest:

Wally Johnson, Chairman

County Clerk

  
Kimmie Diehl Rouse, DSP Program  
Coordinator/Caseworker

  
Kaitlin Kelly,  
DSP Supervisor

CITY OF ROCK SPRINGS, WYOMING

Attest:

Carl R. Demaris, Jr., Mayor

  
Kissa Tardiff, City Clerk

11/24/16  
10/25/16

RESOLUTION NO. 2016- /25

A RESOLUTION ACCEPTING AND APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ROCK SPRINGS, WYOMING, AND THE COUNTY OF SWEETWATER, WYOMING, AND AUTHORIZING CARL R. DEMSHAR, JR., AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND LISA M. TARUFFELLI, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, Sweetwater County (SWC) collects and dispenses all monies secured by grant or otherwise for the DUI Supervised Probation Program (DSP); and,

WHEREAS, DSP has in the past and will in the future provide a unique function to the City of Rock Springs by supervising individuals sentenced in Rock Springs Municipal Court for Driving Under the Influence of Alcohol related offenses; and,

WHEREAS, the City of Rock Springs desires to have DSP continue such activities to assure drunk driver compliance with their mandated probationary terms, and DSP desires to do so, but requires financial assistance in order to carry out its activities; and,

WHEREAS, the City of Rock Springs shall pay to SWC the amount of Nine Thousand Dollars and No Cents (\$9,000.00), payable in quarterly installments of Two Thousand Two Hundred Fifty Dollars and No Cents (\$2,250.00), on September 30, 2016; December 31, 2016; March 31, 2017; and June 30, 2017, or as close hereto as is convenient for the City of Rock Springs.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the terms and conditions of the Memorandum of Agreement between the City of Rock Springs and the County of Sweetwater, Wyoming, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

Section 2. That the Mayor of the City of Rock Springs be, and he is hereby, authorized, empowered and directed to execute said Memorandum of Agreement on behalf of said City; and that the City Clerk of said City, be and she is hereby, authorized and directed to attest to said Memorandum of Agreement and to attach to said Memorandum of Agreement a certified copy of this resolution.

PASSED AND APPROVED this 4th day of October, 2016.

  
President of the Council

  
Mayor

Attest:  
  
City Clerk

THE STATE OF WYOMING )  
COUNTY OF SWEETWATER ) ss.  
CITY OF ROCK SPRINGS )

I, Carl R. Demshar, Jr., Mayor of the City of Rock Springs, Wyoming, do hereby proclaim that the foregoing Resolution of the said City of Rock Springs was, on the date thereof, duly and regularly passed and approved by the City Council of the said City of Rock Springs and by the Mayor of said City and attested by the City Clerk of said City, and I do hereby proclaim the same to be in full force and effect from and after the date of its passage and approval.

  
Mayor

THE STATE OF WYOMING )  
COUNTY OF SWEETWATER ) ss.  
CITY OF ROCK SPRINGS )

I, Lisa M. Taruffelli, City Clerk of the City of Rock Springs, Wyoming, do hereby certify that on this 4<sup>th</sup> day of October, 2016, the foregoing Resolution of the City of Rock Springs was proclaimed by the Mayor of said City to be in full force and effect from and after the passage thereof as set forth in said Resolution, and that the same was posted by me in the office of the City Clerk as directed by the City Council on the 4<sup>th</sup> day of October, 2016, at 7:15 p.m. of said day.

  
City Clerk

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

<b>Meeting Date Requested:</b>	November 1, 2016	
	<b>Presenters Name &amp; Title:</b> Krisena Marchal, Grants Manager Karin Kelly, Director	
<b>Department or Organization:</b>	<b>Contact Phone and E-mail:</b>	
Grants Administration	(307) 872-3888 marchalk@sweet.wy.us	
Juvenile Probation	(307) 872-3859 kellyk@sweet.wy.us	
<b>Exact Wording for Agenda:</b>	<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b>	
Approval of the Amendment to the Volunteers of America Northern Rockies 2014/2015 Subaward Grant Agreement	5 minutes	
<b>Will there be Handouts? (If yes, include with meeting request form)</b>	<b>Will handouts require SIGNATURES:</b>	
Yes - attached	Yes - by the Chairman (2 documents to sign)	
<b>Additional Information:</b>		
<b>Requested Action:</b>		
Motion to approve, and authorize the Chairman to sign,		
the Amendment to the Volunteers of America Northern Rockies		
2014/2015 Subaward Grant Agreement		

**To:** Sweetwater County Commissioners  
**From:** Krisena Marchal  
**Subject:** BOCC Meeting 11/11/16  
 Approval of the Amendment to the Volunteers of America Northern Rockies 2014/2015 Subaward Grant Agreement

**Executive Summary:**

The Sweetwater County Commission previously approved a federal grant from Volunteers of America Northern Rockies (VOANR) in the amount of \$63,396. The award has not been fully expended because other grant funding was received and expended first that paid for 17% of the project. Volunteers of America is allowing Sweetwater County to extend the term of the grant award to March 31, 2017 so it can fully expend its award.

The grant funding is used for the Pre-Court Diversion Program that is overseen by the County's Juvenile Probation Department.

<b>PRE-COURT DIVERSION PROGRAM 12 MONTH BUDGET (OCTOBER 1, 2015 – SEPTEMBER 30, 2016)</b>			
	VOANR Grant Award	JSBG Award	TOTAL PROJECT BUDGET
<ul style="list-style-type: none"> <li>• <b>Payroll</b> 1 full-time Youth Case Manager (with benefits)</li> </ul>	60,298	12,514	72,812
<ul style="list-style-type: none"> <li>• <b>Electronic Monitoring Equipment</b></li> </ul>	2,014	422	2,436
<ul style="list-style-type: none"> <li>• <b>Travel</b></li> </ul>	1,084	236	1,320
	<b>\$63,396 (83%)</b>	<b>\$13,172 (17%)</b>	<b>\$76,568 (100%)</b>

**Staff Notes:**

The USBG funding ended on June 30, 2016 and had no option for an extension. The VOA grant will be fully expended by November 30, 2016.

<b><u>Action Requested:</u></b>	Motion to approve, and authorize the Chairman to sign, the Amendment to the Volunteers of America Northern Rockies 2014/2015 Subaward Grant Agreement
---------------------------------	---

AMENDMENT

This is an amendment to the "2014/2015 Subaward Agreement" between Sweetwater County and Volunteers of America Northern Rockies.

Paragraphs 3 and 7 of the "2014/2015 Subaward Agreement" are hereby amended to read as follows:

3. **Agreement Period:** The agreement period shall be October 1, 2015, to March 31, 2017 (hereinafter the "agreement period").
7. **Quarterly Reports:** The Recipient agrees to submit quarterly progress and financial reports/reimbursement requests for each of the Phases (with accompanying deadlines) noted below:
  - Phase 1: October 1, 2015 – December 31, 2015 (Report due by January 15, 2016)
  - Phase 2: January 1, 2016 – March 31, 2016 (Report due by April 15, 2016)
  - Phase 3: April 1, 2016 – June 30, 2016 (Report due by July 15, 2016)
  - Phase 4: July 1, 2016 – September 30, 2016 (Report due by October 15, 2016)
  - Phase 5: October 1, 2016 – December 31, 2016 (Report due by January 15, 2017)
  - Phase 6: January 1, 2017 – March 31, 2017 (Report due by April 15, 2017)

The parties signify their agreement by signing below:

Volunteers of America Northern Rockies

Sweetwater County

\_\_\_\_\_  
Jeffrey M. Holsinger, President & CEO

\_\_\_\_\_  
Signature & Title Wally J. Johnson, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

  
10-19-16

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

<b>Meeting Date Requested:</b>  November 1, 2016	<b>Presenters Name &amp; Title:</b> Krisena Marchal, Grants Manager Mike Lowell, Sheriff
<b>Department or Organization:</b> Grants Administration Sheriff's Office	<b>Contact Phone and E-mail:</b> (307) 872-3888 marchalk@sweet.wy.us (307) 922-5301 lowellm@sweet.wy.us
<b>Exact Wording for Agenda:</b> Approval of the FY 2017 Selective Traffic Enforcement Grant Agreement	<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 5 minutes
<b>Will there be Handouts? (If yes, include with meeting request form)</b> Yes - attached	<b>Will handouts require SIGNATURES:</b> Yes - by the Chairman (1 document to sign)
<b>Additional Information:</b>  Requested Action:	
Motion to approve, and authorize the Chairman to sign, the Fiscal Year 2017 Selective Traffic Enforcement Grant Agreement	

**To:** Sweetwater County Commissioners  
**From:** Krisena Marchal  
**Subject:** BOCC Meeting 11/1/16  
**Approval of the FY 2017 Selective Traffic Enforcement Grant Agreement**

Executive Summary:

Sweetwater County has been awarded federal grant funding through the Wyoming Department of Transportation and the Wyoming Association of Sheriffs and Chiefs of Police (WASCOF). The total award is \$15,200.00, and requires no cash match from the County. The agreement ends on September 30, 2017.

The grant award will be used by the Sheriff's Office for multiple safety projects aimed at reducing traffic deaths, injuries, and reducing crashes resulting from persons driving while under the influence of alcohol.

This funding will be used for overtime costs (Salary and benefits) for deputies who choose to work the following events.

<u>SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT PROJECT</u> (OCTOBER 1, 2016 – SEPTEMBER 30, 2017)	
EVENT NAME	GRANT AMOUNT
National Teen Driver Week	1,000.00
Thanksgiving	200.00
Pre-Holiday (11/25/16-12/14/16)	2,000.00
St. Patrick's Day	1,000.00
Holidays (12/1/16-1/2/17)	2,000.00
Occupant Protection (5/1/17-5/13/17)	1,000.00
National Enforcement Mobilization (5/14/17-5/31/17)	2,500.00
Fourth of July	1,500.00
National Crackdown (8/16/17-9/4/17)	2,000.00
Rodeo/Fair	2,000.00
	<b>\$15,200.00</b>

Staff Notes:

In 2015, Sweetwater County had 3 out of 6 unbelted fatalities for passengers and light trucks (and does not include pedestrian, bicyclist or commercial vehicle fatalities). See attached chart for additional information.

Action Requested: Motion to approve, and authorize the Chairman to sign, the Fiscal Year 2017 Selective Traffic Enforcement Grant Agreement.



# FY - 2017 GRANT AGREEMENT (HS-3)

Selective Traffic Enforcement Grant Program

## APPLICANT AGENCY (Name & Address)

Department Name Sweetwater CO SO  
 Department Address 731 C Street #234  
 City, State Zip Rock Springs, WY 82901

## PROJECT NO. DUI 405D - 20.616

OP HVE 405B - 20.616  
 Video Camera 402 - 20.600  
 Radars 402 - 20.600

## FUNDING PERIOD

From: 10/1/2016  
 To: 9/30/2017

TITLE: Selective Traffic Enforcement

Grant Program

## REPORT PERIOD

From: 10/1/2016  
 To: 10/5/2017

Start / or Revised Date:

Non-Major Equipment: Description of equipment

TOTAL FUNDS APPROVED: \$15,200.00

Major Equipment: Description of equipment

405d FUNDS: DUI \$10,500.00  
 405b FUNDS: OP HVE \$4,700.00  
 402 FUNDS: Video Cameras  
 402 FUNDS: Radars \$0.00

TOTAL FUNDS: \$15,200.00

Acceptance of Conditions: It is understood and agreed by the undersigned that a grant received as a result of this Agreement is subject to the regulations governing Grants under Section 402 and other applicable sections of the Highway Safety Act. NHTSA and FHWA Order as issued (e.g. NHTSA 460-6) and the rules and regulations set forth in the "Contract Management Manual". It is also understood and agreed that the undersigned will conduct the grant in a manner that meets the project description and performs the objectives within the budgeted amount allowed. The audit responsibility shall be addressed in this agreement. The sub-grantee must comply with applicable portions of OMB circular A-133 and any other federal documents that apply. The Highway Safety Program in conjunction with the WYDOT Internal Review staff will be available to assist the sub-grantee in determining if an A-133 audit is required.

## PROJECT DIRECTOR:

TITLE: County Sheriff  
 PHONE: 307/922-5301

## AUTHORIZING OFFICIAL:

TITLE: Chairman  
 PHONE: 307/872-3899

E-MAIL: LowellIm@sweet.wy.us

E-MAIL: johnsonw@sweet.wy.us

SIGNATURE: *Michelle Lowel*

SIGNATURE: \_\_\_\_\_

DATE: 10/15/16

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

APPROVAL: *John Emmert*

DATE: 10-14-16

WASCOP/WYDOT - HIGHWAY SAFETY GRANTS PROGRAM

PO Box 1343, DOUGLAS, WY 82633 PHONE (307) (307) 351-8614 FAX (800) 954-0778

*JPB 10-19-16*

## Krisena Marchal - Grants

From: Krisena Marchal - Grants  
Sent: Thursday, October 20, 2016 3:36 PM  
To: Krisena Marchal - Grants  
Subject: FW: Crime versus Crashes  
Attachments: UNBELTED FATALITIES BY COUNTY 2015.jpg

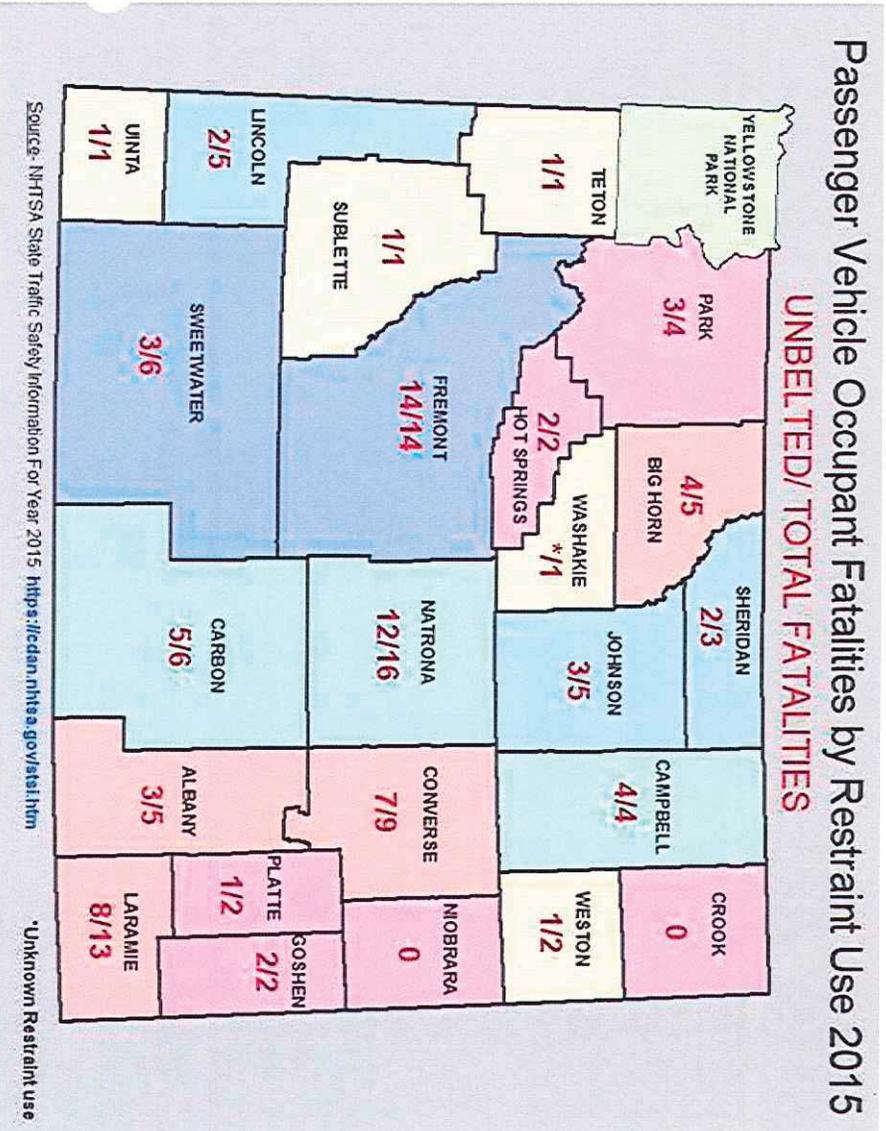
From: Pete Abrams [mailto:dpabrams@bresnan.net]  
Sent: Thursday, October 13, 2016 11:46 AM  
Subject: Crime versus Crashes

Good Morning,

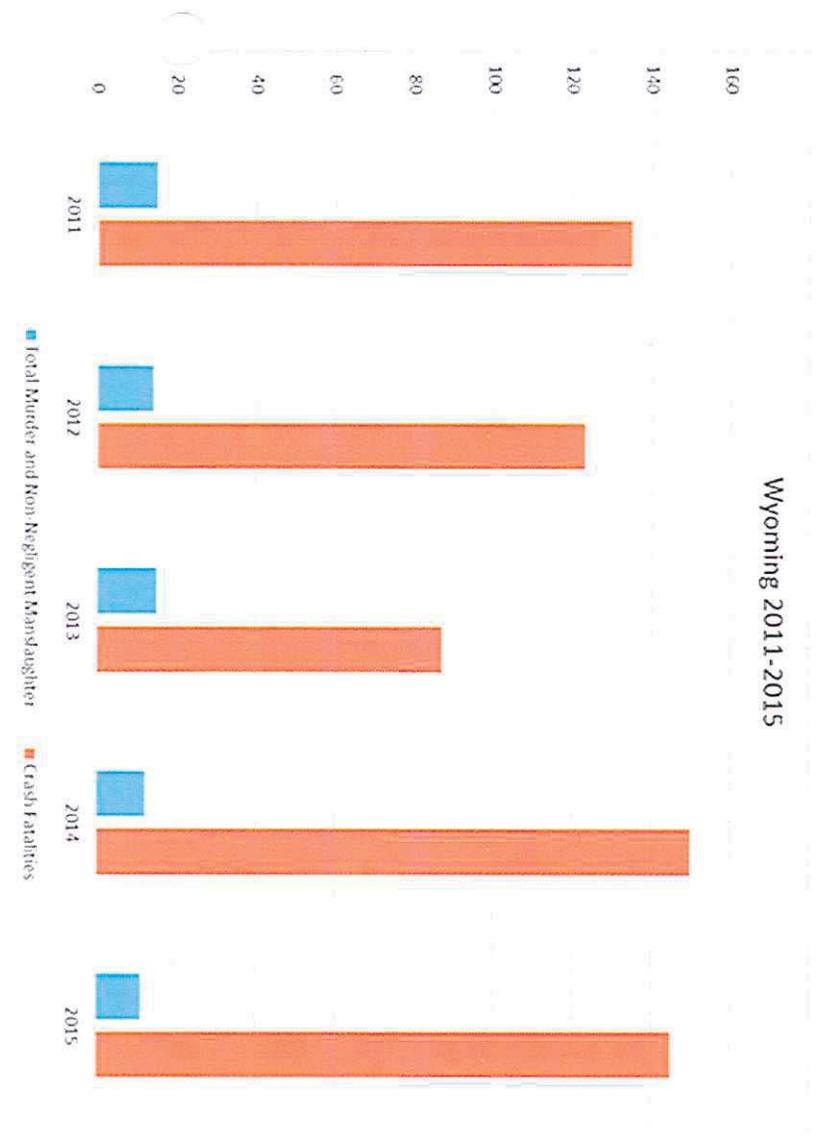
This is our second email to the group and we have made a couple of additions with Chief Baker in Cody and Undersheriff Roybal in Carbon County, welcome.

If you have additional people you would like us to add just let us know.

I wanted to pass along a couple of slides we added to the Wyoming Traffic Law class as taught by the Wyoming Highway Patrol at the WLEA. The first slide is of fatalities by county in 2015. This map has only passenger and light truck fatalities. It does not include motorcycle, pedestrian, bicyclist or commercial vehicle fatalities. The figure on the left is unbelted fatalities and to the right of the slash is total passenger and light truck fatalities. This map is intended to illustrate the risk of not being belted.



When I was at the Casper Police Department and oversaw our Traffic Enforcement Unit, I was often asked by folks, who had typically been ticketed, “don’t you have anything better to do” or “shouldn’t you be out arresting violent criminals”? I know most of us have heard this at one point in our career. I always explained to these folks that we had many more times the traffic deaths than we did deaths by violence. I use this next slide to illustrate just that. I am using the state FARS data and the DCI reports on crime and as you can see it’s about 10:1 traffic fatalities to death by homicide.



We hope you find this information useful and share it if you like. Up next we will have some training announcements and media releases for the upcoming Halloween DUI event.

To date there have been 95 traffic deaths in Wyoming, compared to 117 at this time in 2015.

Regards,

**Pete Abrams**  
**Law Enforcement Liaison**  
**WYDOT HSO**  
**307-277-5696**

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

Meeting Date Requested: November 1, 2016	Presenters Name & Title: Sheriff Mike Lovell
Department or Organization: Sweetwater County Sheriff Office	Contact Phone and E-mail: 307-922-5316 Stiekeny@swcet.wy.us
Exact Working for Agenda: MOU between DCI and Sweetwater County Sheriff Office Livescan fingerprint machine	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 15 minutes
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: yes
Additional Information: _____ _____ _____ _____ _____	

**• INSTRUCTIONS**

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: [shoemakers@swcet.wy.us](mailto:shoemakers@swcet.wy.us)
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. **\*\*If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\***
- Any documents requiring Board Action or signature are considered agenda items and need to be requested in the same manner.

**Contract # 00159157**

Email: dcl-heat-contracts@wyo.gov Agency: Attorney General  
First Name: DCL Sub Agency: DCL  
Last Name: 208 South College Phone: (307) 777-7181

**Contract**

Contract Description: MOU between DCL and Sweetwater County Sheriff's Office

**APPROVED BY ATTORNEY GENERAL'S OFFICE**

Contract Type: MOU  
Date Due: 2016-11-04  
Status: Acknowledged by Attorney  
Assigned Attorney: Kristin Nuss

OCT 11 2016

**Kristin M. Nuss  
APPROVED AS TO FORM**

**Milestones**

Submitted:  
HSS 2016-10-05 16:15:19

Last Updated:  
marguerite.anderson 2016-10-06 10:11:35

Closed:

Contract Amount: 0 Return Via: Pick up  
# Signatures Needed: 1 Original Contract #:  
Contract With: Sweetwater County Sheriff's Office

Other Contract Info: 307-777-7489

Client Comments: Attached is an MOU between DCL and the Sweetwater County Sheriff's Office. This MOU is related to a livescan fingerprint machine being installed at the local agency and each agency's responsibilities. This MOU is similar to a few MOUs that were approved in 2013 (Contract #99207, 98974, 99206, 98992, and 99062). Please let me know if you have any questions. Thank you.

**IT Contract Information Only**

RFP #: OCIO Contract #:  
Bid Process: OCIO Contact:  
IT Amendment?: OCIO Approval Date:

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE STATE OF WYOMING, OFFICE OF THE ATTORNEY GENERAL,  
DIVISION OF CRIMINAL INVESTIGATION

AND  
THE SWEETWATER COUNTY SHERIFF'S OFFICE

1. Parties. The parties to this Memorandum of Understanding (MOU) are the State of Wyoming, Office of the Attorney General, Division of Criminal Investigation (DCI), whose address is: 208 South College Drive, Cheyenne, WY 82002, and the Sweetwater County Sheriff's Office (SCSO), whose address is: 731 C Street, Suite 234, Rock Springs, WY 82901.
2. Purpose. The purpose of this MOU is to establish the agreement that the DCI will provide to the Sweetwater County Sheriff's Office a Iivescan fingerprint machine for the purposes of fingerprinting individuals and transmitting fingerprint images to the DCI at no cost to the Sweetwater County Sheriff's Office. It is understood that the Sweetwater County Sheriff's Office will pay the vendor annual support and maintenance costs and software upgrades associated with the machine for the life of the machine after the first year.
3. Term of MOU. This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. Payment. No payment shall be made to either party by the other party as a result of this MOU.
5. Responsibilities of DCI.
  - A. DCI will provide and install one Iivescan fingerprint machine, including connectivity, and provide training on the use of the machine.
6. Responsibilities of SCSO.
  - A. Agrees to maintain the working order of the machine, including paying maintenance and support, upgrading software as necessary, and paying other related expenses.
  - B. Agrees to use machine to fingerprint individuals and transmit images to DCI.
7. General Provisions.

MOU between the State of Wyoming, Office of the Attorney General, Division of Criminal Investigation  
and the Sweetwater County Sheriff's Office

- A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Entirety of Agreement.** This MOU, consisting of three (3) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- E. **Sovereignty.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- F. **Sovereign Immunity.** The State of Wyoming, DCI, and the Sweetwater County Sheriff's Office do not waive sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

8. Signatures. The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**WYOMING DIVISION OF CRIMINAL INVESTIGATION**

Steven R. Woodson, Director

Date

**SWEETWATER COUNTY COMMISSIONERS**

Wally J. Johnson, Chairman

Date

**SWEETWATER COUNTY SHERIFFS OFFICE**

Michael Lowell, Sheriff

Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

Kristin M. Nuss, Senior Assistant Attorney General

Date

# BOARD OF COUNTY COMMISSIONERS

## MEETING REQUEST FORM

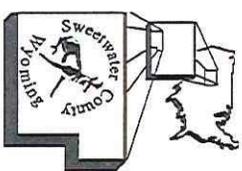
Meeting Date Requested: 11/1/2016	Presenters Name & Title: Garry McLean, HR Director
Department or Organization: Human Resources	Contact Phone and E-mail: 872-3910
Exact Wording for Agenda: Request approval of health insurance plan Summary Plan Description	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min.
Will there be Handouts? (If yes, include with meeting request form) yes	Will handouts require SIGNATURES: Yes
Additional Information: _____ _____ _____ _____	

### • INSTRUCTIONS

- All requests to be added to the agenda will need to be submitted in writing on the “Meeting Request Form” by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: [shoemakers@sweet.wy.us](mailto:shoemakers@sweet.wy.us)
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. **\*\*If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.\*\***
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.



# Sweetwater County Department of Human Resources



80 W. Flaming Gorge Way, Suite 17  
Green River, WY 82935

E-MAIL: [swchr@sweet.wy.us](mailto:swchr@sweet.wy.us)

Phone: 307-922-5429 (RS)  
307-872-3910 (GR)  
Fax: 307-872-3996

## MEMORANDUM

To: Board of County Commissioners  
From: Garry McLean  
Date: October 26, 2016  
RE: UMR Health Insurance Summary Plan Description Amendment

UMR, the County's third party administrator (TPA) has recently provided Sweetwater County with two (2) modified Health summary plan descriptions (SPD). The SPD is the governing plan document that is the basis for the administration of our health plan.

The Board approved the proposed plan changes prior to the beginning of the plan year. On June 21, 2016, the Board approved changing the plan year to coincide with the calendar year. As such, UMR has provided two separate SPDs for approval. The first SPD is effective **July 1, 2016 through December 31, 2016**. As such, UMR has provided a second SPD with an effective date of **January 1, 2017 through December 31, 2017**.

Attached, is a summary of modifications to each of the SPDs. In part, the modifications to the **2016 SPD** are a result of the following:

- Added multiple medical and prescription schedules of benefits as Sweetwater County added multiple deductible plans to give employees more selection in choosing their health plan and premium rate.
- Updated Prescription Drug Benefits to add Tier 4 - Specialty Medication and added tobacco cessation to the covered benefits.
- Added hearing aid benefits provision – Epic hearing discount program.
- Mental Health Benefits – language revision to comply with the Patient Protection and Affordability Act (PPACA) and the Mental Health Parity Act.
- Additional language clarifying cancellation/discontinuation of coverage upon Retiree's death
- Additional language or updated wording to clarify current administrative practices.

Attached is a summary of the modifications to the **2017 SPD**. The modifications are a result of the following:

- Additional language or updated wording to clarify current administrative practices.

The most notable change to the plan is the change from a fiscal year to a calendar year.

Staff has reviewed both SPDs to ensure they are consistent with Board action and that the recommended changes have been implemented.



A UnitedHealthcare Company

## SUMMARY OF MODIFICATIONS

Effective July 1, 2016 the following changes were made to your Health Plan document:

- Introduction: Added "Applies to" language to clarify benefit intent.
- Any reference to Benefit Plans 001, 002, 003, 004 and 005 have been removed and replaced with new Benefit Plan(s) 011, 012, 013, 014, 015, and 016.
- "Applies to" wording as well as various areas throughout the document have been updated to reflect Non-Grandfathered status changes.
- Class Description: Added new classes per request.
- Added Medical Schedule of Benefits, Benefit Plan(s) 011.
- Added Medical Schedule of Benefits, Benefit Plan(s) 012.
- Added Medical Schedule of Benefits, Benefit Plan(s) 013.
- Added Medical Schedule of Benefits, Benefit Plan(s) 014.
- Added Medical Schedule of Benefits, Benefit Plan(s) 015, 016.
- Added Transplant Schedule of Benefits, Benefit Plan(s) 011, 012, 013, 014.
- Added Transplant Schedule of Benefits, Benefit Plan(s) 015, 016.
- Added Prescription Schedule of Benefits, Benefit Plan(s) 011.
- Added Prescription Schedule of Benefits, Benefit Plan(s) 012.
- Added Prescription Schedule of Benefits, Benefit Plan(s) 013.
- Added Prescription Schedule of Benefits, Benefit Plan(s) 014.
- Added Out-Of-Pocket Expenses and Maximums, Benefit Plan(s) 011, 012, 013, 014.
- Added Out-Of-Pocket Expenses and Maximums, Benefit Plan(s) 015, 016.
- Eligibility and Enrollment:
  - Under Eligibility Requirements, the current requirement that a dependent child must reside in the United States has been removed. The Employer Mandate rule of PPACA indicates that dependent children who are residents of countries contiguous with the United States must be offered coverage. (Children who are not U.S. citizens or nationals do not have to be covered.)
  - In the Extended Coverage for Dependent Children section, a note has been added to the bullet point stating that Proof of Disability must be submitted as required. The note indicates that Notice of Award of Social Security Income is acceptable.
- COBRA Continuation of Coverage:
  - The Employee Obligations to Provide Notice of the Qualifying Event section has been revised to clarify that loss of coverage is due to the original Qualifying Event (second bullet).
  - In The Right to Extend the Length of COBRA Continuation Coverage section, the paragraph pertaining to Social Security Disability Determination was revised in order to clarify the administration of COBRA coverage in this situation.
- Covered Medical Benefits: Under Preventive / Routine Care, the fifth bullet has been updated to remove the reference to adult women. Department of Labor regulations state that well-woman services apply to dependent children. The website addresses have also been updated.
- Prescription Drug Benefits:
  - Added Specialty Medications (Tier 4).
  - Added Tobacco Cessation to the Covered Benefits section.
  - Removed Tobacco Cessation from the Exclusions section.
- Added Hearing Aid Benefits provision.
- Mental Health Benefits:
  - The Inpatient Services section has been updated to remove specific patient and facility criteria in order to comply with the Mental Health Parity Act.
  - Language describing residential treatment has been revised in order to better comply with the Mental Health Parity Act.
  - The reference to Outpatient Services has been changed to Outpatient Therapy Services.



A UnitedHealthcare Company

- Substance Use Disorder and Chemical Dependency Benefits:
  - The Inpatient Services section has been updated to remove specific patient and facility criteria in order to comply with the Mental Health Parity Act.
  - Language describing residential treatment has been revised in order to better comply with the Mental Health Parity Act.
  - The reference to Outpatient Services has been changed to Outpatient Therapy Services.
- Care Management: Added wording for Nurse Chat. This is a complimentary program associated with NurseLine.
- Right of Subrogation, Reimbursement, and Offset: Language was revised to reflect the Plan's ability to recover funds for subrogation claims as a result of the Supreme Court's ruling in the case of *Montanile v. Board of Trustees of the National Elevator Industry Health Benefit Plan*.
- Claims and Appeal Procedures:
  - In the appeals levels section(s) under Appeals Procedure for Adverse Benefit Determinations, the reference to mailing times has been updated from five days to seven days to reflect current administrative practices.
  - Removed the Second-Level Pre-Service address under the Time Periods For Making Decision On Appeals section.
- Plan Amendment and Termination Information: In the Covered Person's Rights if Plan Is Amended or Terminated section, the reference to mailing times has been updated from five days to seven days to reflect current administrative practices.

#### ACCEPTANCE PAGE

Health Plan  
7670-00-411492

SWEETWATER COUNTY acknowledges that we have reviewed the plan document for the plan period effective July 1, 2016, and agree that the provisions contained in the plan document will be the basis for the administration of our Health Plan. The Plan Sponsor further represents that the plan document accurately reflects the intent of the Plan Sponsor and agrees that UMR may rely on such document in the administration of the Plan.

Accepted by the Plan Sponsor on 11/1/2016

Date

Board Chair

Authorized Signature and Title  
SWEETWATER COUNTY

## SUMMARY OF MODIFICATIONS

Effective **January 1, 2017** the following changes were made to your Health Plan document:

- Plan Information – Plan’s fiscal year has been changed from July 1 through June 30 to January 1 through December 31.
- Termination: A bullet was added in the Rescission of Coverage section clarifying that a cancellation/discontinuance of coverage is not a rescission if it is initiated by a personal representative. The final rule on Rescissions (2590.715-2712(a)(2)(iii)), effective for plan years on and after 01-01-2017, added a provision stating that a retroactive termination at the member’s request is not a rescission.
- Right of Subrogation, Reimbursement and Offset – Deleted all the reference to ERISA.
- Claims and Appeal Procedures:
  - In the Time Periods for Making Decisions on Appeals section, wording was added to allow the plan to toll the time for responding to an appeal. The final rule on Appeals (2590.715-2719 (b)(2)(ii)(C)(2)), effective for plan years 01-01-2017 or after, allows the plan to toll the time for responding to an appeal when new/additional information is received so late in the process that it is not possible to provide the member a reasonable opportunity to respond to new evidence before the time to decide the appeal expires.
  - In the Right To External Review section, references were added to the right for external review involving Wellness Programs and Mental Health treatment. The final rule on Appeals (2590.715-2719 (d)(1)(A)), effective for plan years on or after 01-01-2017, added specific reference to alternative standards under Wellness Programs and non-quantitative treatment limits under Mental Health Parity as being subject to external review.



**ACCEPTANCE PAGE**

Health Plan  
7670-00-411492

SWEETWATER COUNTY acknowledges that we have reviewed the plan document for the plan period effective **January 1, 2017**, and agree that the provisions contained in the plan document will be the basis for the administration of our Health Plan. The Plan Sponsor further represents that the plan document accurately reflects the intent of the Plan Sponsor and agrees that UMR may rely on such document in the administration of the Plan.

Accepted by the Plan Sponsor on 11/1/2016  
Date Board Chair

Authorized Signature and Title  
SWEETWATER COUNTY

