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NEW ISSUE
Book-Entry-Only

Rating: S&P Global Ratings "AA-"

*This Preliminary Official Statement is deemed "nearly final"
and is dated September 23, 2016*

In the opinion of Faegre Baker Daniels LLP, South Bend, Indiana ("Bond Counsel"), under existing law, interest on the 2016 Bonds (hereinafter defined) is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), for federal income tax purposes. Such exclusion is conditioned on continuing compliance with the Tax Covenants (hereinafter defined). In the opinion of Faegre Baker Daniels LLP, under existing law, interest on the 2016 Bonds is exempt from taxation in the State of Indiana for all purposes except for the Indiana financial institutions tax. See "TAX MATTERS" herein. The 2016 Bonds are not bank qualified.

\$4,090,000*
FORT WAYNE, INDIANA REDEVELOPMENT AUTHORITY
Fort Wayne, Indiana
LEASE RENTAL REVENUE BONDS, SERIES 2016

Original Date: Date of Delivery (Anticipated to be October 19, 2016) Due: February 1 and August 1, as shown on inside cover page

The City of Fort Wayne, Indiana (the "City") Redevelopment Authority (the "Authority") is issuing \$4,090,000* of Lease Rental Revenue Bonds, Series 2016 (the "2016 Bonds") for the purpose of financing the acquisition, construction and equipping of certain local public improvements which consist of all or any portion of the acquisition, construction and installation of the following site improvements: earthwork and site utility improvements, compacted aggregate pier foundation system, and structural and miscellaneous steel framing and steel erection (the "2016 Project"), as part of the construction of a retail, office and residential building (the "Project") and to pay capitalized interest and 2016 Bond issuance expenses. The City and Allen County Capital Improvement Board (the "CIB") have each pledged funds to be applied to the cost of construction of the Project. The 2016 Project will be leased to the City's Redevelopment Commission (the "Commission") and is located in the Civic Center Urban Renewal Area (the "Area").

The 2016 Bonds, along with the Authority's 2014 Bonds (as defined herein below) are secured by and payable from fixed, semiannual lease rental payments (the "Lease Rentals") to be paid by the Commission to U.S. Bank National Association, Indianapolis, Indiana (the "Trustee") under a Trust Agreement between the Authority and the Trustee dated as of July 1, 2014, as supplemented and amended by the First Supplemental Trust Agreement dated as of October 1, 2016 (as amended, the "Trust Agreement") and a Lease (herein defined) between the Commission and the Authority. The Lease Rentals shall be used to pay the principal of and interest on the 2016 Bonds and the Authority's Lease Rental Revenue Bonds, Series 2014A (the "2014 Bonds") and are payable from Tax Increment (herein defined) revenues collected in the Area (the "TIF Revenues"), along with other revenues made available to the Commission for such purpose including revenues from the CIB (the "CIB Revenues")(collectively, the "Revenues"). **To the extent that the Revenues are insufficient, the Commission shall levy a special benefits tax (an ad valorem property tax) on all property in the City's Redevelopment District (the "District") in an amount which, together with the aforementioned funds, will be sufficient to pay the Lease Rentals as they become due and payable.** The District is coterminous with the City. The 2016 Bonds shall not constitute an indebtedness of the City or the District within the meaning of the provisions and limitations of the constitution of the State of Indiana.

The 2016 Bonds will be issued only as fully registered bonds, and when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"). Purchases of beneficial interests in the 2016 Bonds will be made in book-entry-only form in the denomination of \$5,000 or any integral multiples thereof. Purchasers of beneficial interests in the 2016 Bonds (the "Beneficial Owners") will not receive physical delivery of certificates representing their interests in the 2016 Bonds. Interest on the 2016 Bonds will be payable semiannually on February 1 and August 1 of each year, beginning February 1, 2017. Principal and interest will be disbursed on behalf of the Authority by U.S. Bank National Association, Indianapolis, Indiana (the "Registrar" and "Paying Agent"). Interest on the 2016 Bonds will be paid by check, mailed one business day prior to the interest payment date or by wire transfer to depositories. The principal of and premium, if any, on the 2016 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent. Interest on, together with the principal of, the 2016 Bonds will be paid directly to DTC by the Paying Agent so long as DTC or its nominee is the registered owner of the 2016 Bonds. The final disbursement of such payments to the Beneficial Owners of the 2016 Bonds will be the responsibility of the DTC Participants and the Indirect Participants. See "BOOK-ENTRY-ONLY SYSTEM". The 2016 Bonds will be subject to optional redemption prior to maturity, as more fully described herein. The 2016 Bonds may be issued as "Term Bonds" at the Underwriter's (hereinafter defined) discretion and subject to mandatory sinking fund redemption as more fully described herein.

*Preliminary, subject to change.

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

MATURITY SCHEDULE
(Base CUSIP* 349288)

<u>Maturity</u>	<u>Principal**</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP</u>	<u>Maturity</u>	<u>Principal**</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP</u>
August 1, 2018	\$145,000				August 1, 2024	\$130,000			
February 1, 2019	145,000				February 1, 2025	130,000			
August 1, 2019	175,000				August 1, 2025	125,000			
February 1, 2020	180,000				February 1, 2026	130,000			
August 1, 2020	190,000				August 1, 2026	250,000			
February 1, 2021	190,000				February 1, 2027	255,000			
August 1, 2021	150,000				August 1, 2027	280,000			
February 1, 2022	155,000				February 1, 2028	280,000			
August 1, 2022	165,000				August 1, 2028	140,000			
February 1, 2023	170,000				February 1, 2029	140,000			
August 1, 2023	140,000				August 1, 2029	140,000			
February 1, 2024	140,000				February 1, 2030	145,000			

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**Preliminary, subject to change. The Authority reserves the right to adjust principal maturities to accomplish desired annual debt service coverage based upon the interest rates of the successful bidder.

INFORMATION FOR BIDDING

Date and Time of Sale: Upon 24 hours' notice. Anticipated to take place on October 4, 2016, at 11:00 a.m. (EDT)
Place of Sale: Umbaugh, 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana 46240
Maximum Interest Rate: 6.0% **Maximum Discount:** 1.0%
Multiples: 1/8, 1/20, or 1/100 of 1%, non-descending **Anticipated Closing Date:** October 19, 2016
Good Faith Deposit: \$40,900* certified or cashier's check or wire transfer submitted by the winning bidder no later than 3:00 p.m. (EDT) on the business day following the award
Method of Bidding: Electronic bidding by PARITY® or traditional bidding.
Basis of Award: Net Interest Cost (NIC)
Adjust Maturities: The Authority reserves the right to adjust principal maturities to achieve approximately level debt service coverage on the 2016 Bonds.

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

The 2016 Bonds are being offered for delivery when, as and if issued and received by the Underwriter (hereinafter defined) and subject to the approval of legality by Faegre Baker Daniels LLP, South Bend, Indiana, Bond Counsel. Certain legal matters will be passed on by Carol Helton as attorney for the City and Lawrence Shine as attorney for the Authority. The 2016 Bonds are expected to be available for delivery to DTC in New York, New York, on or about October 19, 2016.

IN CONNECTION WITH THIS OFFERING THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2016 BONDS OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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

*Preliminary, subject to change.

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*Preliminary, subject to change.

Appendices:

- i Notice of Intent to Sell Bonds
- A General Information
- B Accounting Report
- C Bond Resolution
- D Summary of the Lease
- E Summary of Certain Provisions of the Trust Agreement
- F Legal Opinion
- G Continuing Disclosure Undertaking

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PROJECT PERSONNEL

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

Redevelopment Authority

J. Nelson Coats, President
John B. Powell, Vice-President
Irene Walters, Secretary

City Council

Russ Jehl, President
Jason Arp
Michael Barranda
Dr. John Crawford
Thomas F. Didier
Thomas Freistroffer
Paul Ensley
Glynn A. Hines
Geoff Paddock

Redevelopment Commission

Christopher Guerin, President
Win Moses, Vice President
Mark Becker, Secretary
Michael Barranda
Steve Corona
Thomas Trent

Mayor

Thomas C. Henry

City Attorney

Carol Helton
City of Fort Wayne
200 East Berry Street
Fort Wayne, Indiana 46802

Controller

Len Poehler

Bond Counsel

Randolph R. Rompola
Faegre Baker Daniels LLP
202 South Michigan Street, Suite 1400
South Bend, Indiana 46601

Director of Redevelopment

Nancy Townsend

Financial Advisor

Todd A. Samuelson
Matthew R. Eckerle
H.J. Umbaugh & Associates
Certified Public Accountants, LLP
112 IronWorks Avenue, Suite C
Mishawaka, Indiana 46544

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

PRELIMINARY OFFICIAL STATEMENT

\$4,090,000*

FORT WAYNE, INDIANA REDEVELOPMENT AUTHORITY Fort Wayne, Indiana LEASE RENTAL REVENUE BONDS, SERIES 2016

INTRODUCTION TO THE OFFICIAL STATEMENT

The City of Fort Wayne, Indiana (the “City”) Redevelopment Authority (the “Authority”) is issuing \$4,090,000* of Lease Rental Revenue Bonds, Series 2016 (the “2016 Bonds”). The Authority was created under and pursuant to Indiana Code Title 36, Article 7, Chapter 14.5 to finance the construction of local public improvements and lease them to the City’s Redevelopment Commission (the “Commission”) for purposes of redevelopment or economic development.

SECURITY AND SOURCES OF PAYMENT

The 2016 Bonds shall constitute an indebtedness of the Authority payable in accordance with and secured by terms and pledges contained in the Trust Agreement dated as of July 1, 2014 and amended by the First Supplemental Trust Agreement dated October 1, 2016 (as amended, the “Trust Agreement”) between the Authority and U.S. Bank National Association, Indianapolis, Indiana (the “Trustee”). Pursuant to an Amended and Restated Lease dated as of August 1, 2014, as amended by the Addendum to Lease dated February 24, 2016, and as further amended by the Second Addendum to Lease dated as of October 19, 2016 as may be further amended from time to time, between the Authority and the Commission (as amended, the “Lease”), the 2016 Bonds, along with the 2014 Bonds (defined herein below), are payable from semiannual lease rental payments (the “Lease Rentals”) to be paid by the Commission directly to the Trustee.

The Lease Rentals payable by the Commission to the Trustee pursuant to the Lease and the Trust Agreement shall be used for the purpose of paying the principal of and interest on the 2016 Bonds and the Authority’s Lease Rental Revenue Bonds, Series 2014A (the “2014 Bonds”) from Tax Increment revenues (herein defined) collected in the Civic Center Urban Renewal Area (the “Area”) (the “TIF Revenues”), along with other revenues made available to the Commission including revenues from the Allen County Capital Improvement Board (the “CIB Revenues”) (collectively, the “Revenues”). To the extent that the Revenues are insufficient, the Commission shall levy a special benefits tax (an ad valorem property tax) on all property in the City of Fort Wayne Redevelopment District (the “District”) in an amount which, together with the aforementioned funds, will be sufficient to pay the Lease Rentals as they become due and payable. The District is coterminous with the City. Additional security will be provided through the funding of a lease rental reserve fund from the Legacy Fund (herein defined) of the City from which funds have been pledged by the Common Council of the City for such purpose.

The Common Council established the Community Trust Fund in 1975 to account for a portion of the proceeds received from a private utility leasing the assets of the Electric Utility. In 2012, the Common Council amended the authorizing ordinance to require that the settlement funds be placed into the Community Legacy Fund (the “Legacy Fund”) to be used for transformational investment and to leverage additional resources.

The Commission agrees to pay fixed Lease Rentals for the Leased Property (herein defined) during the term of the Lease, payable in equal semiannual installments. The Lease Rentals to be paid by the Commission are required to be in amounts sufficient to pay principal of and interest on the 2016 Bonds and the 2014 Bonds. The Lease Rentals for the 2016 Project (herein defined) will begin on the day the 2016 Project is completed and ready for occupancy or July 15, 2018, whichever is later. Interest will be capitalized through and including February 1, 2018. The Lease Rentals payable with respect to the 2014 Bonds commenced on July 15, 2016.

The Lease Rentals are subject to certain conditions regarding commencement and abatement. See “Risks to Bondholders” herein.

*Preliminary, subject to change.

CIRCUIT BREAKER TAX CREDIT

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

PURPOSE

The 2016 Bonds are being issued for the purpose of financing the acquisition, construction and equipping of certain local public improvements which consist of all or any portion of the acquisition, construction and installation of the following site improvements: earthwork and site utility improvements, compacted aggregate pier foundation system, and structural and miscellaneous steel framing and steel erection (the “2016 Project”), as part of the construction of a retail, office and residential building (the “Project”) and to pay capitalized interest and 2016 Bond issuance expenses. The 2016 Project will be leased by the Commission from the Authority. Funding for the 2016 Project will be provided from the proceeds of the 2016 Bonds and interest earnings during construction.

REDEMPTION PROVISIONS

The 2016 Bonds are subject to optional redemption beginning February 1, 2025 as more fully described herein. The 2016 Bonds may be issued as Term Bonds at the discretion of the Underwriter and in that case, would be subject to mandatory sinking fund redemption as more fully described herein.

DENOMINATIONS

The 2016 Bonds are being issued in the denomination of \$5,000 or integral multiples thereof.

REGISTRATION AND EXCHANGE FEATURES

The Trustee shall keep at its designated corporate trust office, a record for the registration of the 2016 Bonds. Each registered 2016 Bond shall be transferable or exchangeable only on such record at the designated corporate trust office of the Trustee at the written request of the registered owner thereof or his attorney duly authorized in writing upon surrender thereof, together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney.

BOOK-ENTRY-ONLY SYSTEM

The 2016 Bonds shall initially be issued and held in book-entry form on the books of the central depository system. The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the 2016 Bonds. The 2016 Bonds will be issued as fully-registered in the name of Cede & Co. (DTC’s partnership nominee). One fully registered 2016 Bond certificate will be issued for the 2016 Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC. The Authority and the Registrar and Paying Agent may deem and treat the Clearing Agency (Cede & Co.) as the absolute owner and holder of such 2016 Bond for all purposes including, without limitation, the receiving of payment of the principal of, premium, if any, and interest on such 2016 Bonds, the receiving of notice and the giving of consent. Interest payable February 1, 2017, and semiannually thereafter, will be paid by check mailed one business day prior to the interest payment date to the registered owner or by wire transfer on the interest payment date to the depository shown as the registered owner (Refer to “Book-Entry-Only System” herein).

PROVISIONS FOR PAYMENT

The principal on the 2016 Bonds shall be payable at the designated corporate trust office of the Registrar and Paying Agent, or by wire transfer to DTC or any successor depository. All payments of interest on the 2016 Bonds shall be paid by check, mailed one business day prior to the interest payment date to the registered owners as the names appear as of the fifteenth day of the month preceding the interest payment date and at the addresses as they appear on the registration books kept by the Registrar or at such other address as is provided to the Registrar or by wire

transfer to DTC or any successor depository. If payment of principal or interest is made to DTC or any successor depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). Payments on the 2016 Bonds shall be made in lawful money of the United States of America, which, on the date of such payment, shall be legal tender.

So long as DTC or its nominee is the registered owner of the 2016 Bonds, principal and interest on the 2016 Bonds will be paid directly to DTC by the Paying Agent. (The final disbursement of such payments to the Beneficial Owners of the 2016 Bonds will be the responsibility of the DTC Participants and Indirect Participants, as defined and more fully described herein.)

NOTICES

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

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

Notice of redemption shall be mailed to the registered owners of all 2016 Bonds not less than 45 days prior to the date fixed for redemption.

TAX MATTERS

In the opinion of Faegre Baker Daniels LLP, South Bend, Indiana, Bond Counsel, under existing law, interest on the 2016 Bonds is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), for federal income tax purposes. Such exclusion is conditioned on continuing compliance with the Tax Covenants. In the opinion of Faegre Baker Daniels LLP, under existing law, interest on the 2016 Bonds is exempt from taxation in the State of Indiana for all purposes except for the Indiana financial institutions tax. The 2016 Bonds are not bank qualified. See Appendix F.

MISCELLANEOUS

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

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the 2016 Bonds, the security for the payment of the 2016 Bonds and the rights and obligations of the owners thereof. Additional information may be requested from Len Poehler, Controller, 200 East Berry Street, Fort Wayne, Indiana 46802, phone (260) 427-1106.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the owners of the 2016 Bonds.

THE 2016 PROJECT

PROJECT DESCRIPTION

The 2016 Bonds are being issued for the purpose of financing the acquisition, construction and equipping of certain local public improvements which consist of all or any portion of the acquisition, construction and installation of the following site improvements: earthwork and site utility improvements, compacted aggregate pier foundation system, and structural and miscellaneous steel framing and steel erection (the "2016 Project"), as part of the construction of a retail, office and residential building (the "Project") and to pay capitalized interest and 2016 Bond issuance expenses. The 2016 Project will be leased to the Commission and will serve and benefit the Area.

CONSTRUCTION PROGRAM

Construction bids for the 2016 Project are to be received in October, 2016. Construction of the 2016 Project will begin in October, 2016 and is anticipated to be completed in December, 2017.

ESTIMATED PROJECT COSTS AND FUNDING

Estimated Project Costs

Estimated net proceeds available for Project	\$3,740,000
Lease Rental Reserve Fund	301,000 *
Capitalized interest through February 1, 2018	122,924
Allowance for Underwriter's discount (1.0%)	40,900
Bond issuance costs and contingencies	<u>186,176</u>
 Total Estimated Project Costs	 <u>\$4,391,000</u>

Estimated Project Funding

Redevelopment Authority Lease Rental Revenue Bonds, Series 2016	\$4,090,000 **
Legacy Fund cash available for funding of the Lease Rental Reserve Fund	<u>301,000</u>
 Total Estimated Project Funding	 <u>\$4,391,000</u>

*Assumes available Legacy Fund cash will be used to fund the Lease Rental Reserve Fund.

**Preliminary, subject to change.

PRELIMINARY AMORTIZATION \$4,090,000* PRINCIPAL AMOUNT OF
REDEVELOPMENT AUTHORITY LEASE RENTAL REVENUE BONDS, SERIES 2016

<u>Payment Date</u>	<u>Principal Outstanding*</u> (-----In Thousands-----)	<u>Principal*</u>	<u>Interest Rates</u> (%)	<u>Interest</u>	<u>Total</u>	<u>Budget Year Total</u>
02/01/2017	\$4,090					
08/01/2017	4,090					
02/01/2018	4,090					
08/01/2018	4,090	\$145				
02/01/2019	3,945	145				
08/01/2019	3,800	175				
02/01/2020	3,625	180				
08/01/2020	3,445	190				
02/01/2021	3,255	190				
08/01/2021	3,065	150				
02/01/2022	2,915	155				
08/01/2022	2,760	165				
02/01/2023	2,595	170				
08/01/2023	2,425	140				
02/01/2024	2,285	140				
08/01/2024	2,145	130				
02/01/2025	2,015	130				
08/01/2025	1,885	125				
02/01/2026	1,760	130				
08/01/2026	1,630	250				
02/01/2027	1,380	255				
08/01/2027	1,125	280				
02/01/2028	845	280				
08/01/2028	565	140				
02/01/2029	425	140				
08/01/2029	285	140				
02/01/2030	145	<u>145</u>				
Totals		<u>\$4,090</u>				

*Preliminary, subject to change. The Authority reserves the right to adjust principal maturities to accomplish desired annual debt service coverage based upon the interest rates of the successful bidder.

SECURITIES BEING OFFERED

AUTHORIZATION AND APPROVAL PROCESS

The 2016 Bonds are being issued under the authority of Indiana law, including, without limitation, Indiana Code Title 36, Article 7, Chapter 14.5, Section 9, as in effect on the date of delivery of the 2016 Bonds (the “Act”) and pursuant to the Bond Resolution, Trust Agreement and the Lease (See Appendix C for the Bond Resolution, Appendix D for a Summary of the Lease, and Appendix E for a Summary of Certain Provisions of the Trust Agreement).

The City has created a 3-member Authority, under the provisions of the Act, for the purpose of financing, acquiring, constructing and leasing to the Commission certain local public improvements (including the 2016 Project). The City has created a 6-member Commission to undertake redevelopment and economic development efforts in the City in accordance with the Act. In 1977, the Commission adopted a Declaratory Resolution, as subsequently amended, to establish the Civic Center Urban Renewal Area (the “Area”) for purposes of capturing all incremental real property tax revenues (Tax Increment, as herein defined) in the Area. The 2016 Project will serve and benefit the Area.

TAX INCREMENT

Tax Increment consists of the tax proceeds attributable to all non-residential real property and (if designated) certain designated depreciable personal property assessed value within the Area, as of the assessment date, in excess of the base assessed value as defined in Indiana Code § 36-7-14-39(a). The base assessed value means the net assessed value of all the property in an allocation area as finally determined for the assessment date immediately preceding the effective date of a declaratory resolution adopted pursuant to Indiana Code § 36-7-14-39 establishing an allocation area. The Department of Local Government Finance (“DLGF”) is required to adjust the base net assessed value after a general reassessment of property and after each annual trending of property values for the purpose of neutralizing the effects on Tax Increment.

The incremental assessed values are determined by subtracting the base net assessed values from the current net assessed values as of the assessment dates. The incremental assessed values are then multiplied by the current property tax rate, exclusive of any rate established by referendum, to determine the tax increment (the “Tax Increment”). After property taxes are paid to the county treasurer on or before each May 10 and November 10, such taxes are paid over to the county auditor who, based on previous year’s certification, pays the portion of property tax receipts which represents Tax Increment into an allocation fund on or before June 30 or December 31.

Ind. Code § 6-1.1-21.2 allows several methods of replacing lost Tax Increment caused by legislative or administrative changes (to the extent it causes Tax Increment to be inadequate to pay debt service and contractual obligations), including a property tax levy imposed on the District (the “TIF Replacement Levy”). It is not currently anticipated that such a shortfall will occur, and, therefore, no TIF Replacement Levy was assumed in the Tax Increment estimates provided in the Accounting Report in Appendix B.

For additional information on Tax Increment and the pledged TIF Revenues as they relate to the 2016 Bonds, please refer to the Accounting Report in Appendix B. Also refer to “Economic Development Area” and “Intercept Program” under this caption, and “Procedures for Property Assessment, Tax Levy and Collection” and “Circuit Breaker Tax Credit” herein.

ECONOMIC DEVELOPMENT AREA

The Commission established the Civic Center Urban Renewal Area by adopting a Declaratory Resolution in 1977. The Commission has since amended the Area in 1981, 1982, 1986, 1987, 1991, 1995, 1997, 1999, 2001, and 2002. The Area is located in downtown Fort Wayne.

LEASED PROPERTY

The leased property consists of the 2016 Project being constructed with proceeds of the 2016 Bonds as further described in Exhibit C of the Second Addendum to Lease dated October 19, 2016 (the “Leased Property”).

SECURITY AND SOURCES OF PAYMENT

The 2016 Bonds do not constitute a corporate obligation of the City or the Commission.

The 2016 Bonds shall constitute an obligation of the Authority payable in accordance with the terms of the Trust Agreement and secured by the pledge and assignment to the Trustee of the funds and accounts defined and described therein, including the Lease Rentals and other income as defined in the Trust Agreement. The Trust Agreement creates a continuing pledge by the Authority to the bondholders to pay principal and interest on the 2016 Bonds, until the principal sum shall be fully paid.

Funds for the Lease Rentals will be paid by the Commission directly to the Trustee (for the account of the Authority) pursuant to the terms of the Lease. The first Lease Rental with respect to the 2016 Project is to begin on the day the 2016 Project is completed and ready for occupancy or July 15, 2018, whichever is later. Thereafter, the Lease Rentals with respect to the 2016 Project are payable semiannually on January 15 and July 15 of each year. Capitalized interest will be available to pay interest due through and including February 1, 2018. The Authority expects the 2016 Project to be completed and available for use by December 31, 2017.

The Lease Rentals to be paid by the Commission during the term of the Lease are required to be in amounts sufficient to pay the principal of and interest on the 2014 Bonds and 2016 Bonds. Such Lease Rentals are payable

from the TIF Revenues, along with other revenues made available to the Commission including the CIB Revenues. The Common Council of the City has also pledged to the Commission an amount from its Legacy Fund equal to the maximum rental payable in any year under the Lease as a lease rental reserve. **To the extent that the Revenues are insufficient, the Commission shall levy a special benefits tax (an ad valorem property tax) on all property in the District in an amount which, together with the aforementioned funds, will be sufficient to pay the Lease Rentals as they become due and payable.**

The Lease Rentals shall be payable as follows:

From TIF Revenues: The TIF Revenues are composed of the Tax Increment collected in the Area. Tax Increment consists of all real property tax proceeds attributable to the assessed valuation within the Area as of the assessment date in excess of the base assessed value (as defined in Indiana Code Title 36, Article 7, Chapter 14, Section 39(a)). (For additional information on the TIF Revenues and Tax Increment as they relate to the 2016 Bonds, please refer to the “Accounting Report” in Appendix B, and to the “Tax Increment”, “Economic Development Area” and “Procedures for Property Assessment, Tax Levy and Collection” sections of this Official Statement.)

Upon receipt of each semiannual distribution, the TIF Revenues shall be distributed to the Downtown Development 2014 Lease Account previously established by the Commission in its Redevelopment District Bond Fund to be used to pay Lease Rentals due within the next twelve calendar months. (This requirement shall hereinafter be referred to as the “Lease Rental Requirement”.)

From a Special Benefits Tax: Each year on July 1st beginning in 2015, or when the City prepares its budget, the Commission shall estimate the amount of the Revenues expected to be collected in the subsequent calendar year. To the extent that the Revenues to be distributed in the subsequent calendar year are not expected to be available on the dates on which the Lease Rental is due in the subsequent bond year for which the budget is being prepared, the Commission shall annually levy a tax on all taxable property in the District in accordance with Indiana Code Title 36, Article 7, Chapter 14, Section 27 in an amount sufficient when combined with the with the aforementioned funds, to meet the Lease Rental Requirement. If receipts from the Revenues and collections of the Special Benefits Tax, together with any investment earnings thereon, are insufficient to pay any Lease Rentals when due under the Lease, the Commission shall immediately initiate proceedings to levy a tax on all taxable property in the District in accordance with Indiana Code Title 36, Article 7, Chapter 14, Section 27 sufficient to pay any shortfall.

In the Lease, the Commission pledges the Special Benefits Tax and investment earnings thereon to secure the payment of Lease Rentals and all rentals due as described therein. The pledge is effective only to the extent, and for the term, that the Commission is obligated to pay Lease Rentals under the Lease. The Commission has not pledged or otherwise encumbered the Revenues. The Commission is required by law to fully fund the payment of the Lease Rentals in a sufficient amount regardless of the application of the Circuit Breaker Tax Credit (defined herein) granted under Indiana Code Title 6, Article 1.1, Chapter 20.6. The Commission must apply any other funds of the Commission to the payment of the Lease Rentals until fully funded, prior to the use or application of any of the Commission’s funds for any other purpose. The term of the Lease will not commence until the date the Project is substantially completed and available for use and will end on the date which is no more than twenty-two (22) years thereafter.

After completion, if the 2016 Project should ever be substantially or totally destroyed, the Lease Rentals will be abated during the period in which the Project is unfit or unavailable for its intended use. In addition, if the 2016 Project should ever be substantially or totally destroyed, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or in part, for use or occupancy by the Commission, the Commission and the Authority agree to substitute other public improvements of similar value as the 2016 Project, which substitute improvements will then constitute the 2016 Project under the Lease. (Please refer to the Summary of Certain Provisions of the Trust Agreement shown in Appendix E, the Summary of the Lease shown in Appendix D, and also to the section entitled “Risks to Bondholders” contained in this Official Statement.)

FUNDS AND ACCOUNTS

The Trust Agreement establishes certain funds and accounts and the flow of funds. (For greater detail, refer to the Summary of Certain Provisions of the Trust Agreement provided in Appendix E. The complete Trust Agreement may be obtained from Faegre Baker Daniels LLP.)

INTERCEPT PROGRAM

In 2008, the Indiana General Assembly enacted legislation (Indiana Code Title 6, Article 1.1, Chapter 20.6, Section 10) to ensure that shortfalls in property tax receipts due to the Circuit Breaker Tax Credit would not affect the ability of a political subdivision to make payments on any existing debt service and lease rental obligations. The legislation requires that local governments fund their debt service and lease rental obligations regardless of property tax shortfalls due to the Circuit Breaker Tax Credit. If a political subdivision fails to make debt service or lease rental payments, the State Treasurer is permitted to intercept any distributions (including among others, income tax distributions and motor vehicle highway distributions) that the State owes to the political subdivision in order for the State to make the debt service or lease rental payments and avoid default.

While the above description is based upon enacted legislation, the General Assembly may make amendments to such statutes and therefore there is no assurance of future events.

RELATIONSHIP OF ANNUAL LEASE RENTAL PAYMENTS TO ANNUAL DEBT SERVICE REQUIREMENTS

The Lease Rentals to be paid by the Commission each January 15 and July 15 for the use and occupancy of the Leased Property will be equal to an amount which will be sufficient to pay unpaid principal of and interest on the 2014 Bonds and 2016 Bonds which is due on or before February 1 and August 1 following such January 15 and July 15, plus an amount sufficient to provide for the fees of the Trustee and incidental expenses of the Authority.

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

RISKS TO BONDHOLDERS

Prospective investors in the 2016 Bonds should be aware that there are risk factors associated with the 2016 Bonds:

- (1) The principal of and interest on the 2016 Bonds are payable only from Lease Rentals on a parity with the 2014 Bonds, which are payable from 2014 Lease Rentals, which Lease Rentals are received by the Trustee on behalf of the Authority from the Commission pursuant to the Lease. The Authority has no taxing power. The Authority has no source of funds from which to pay debt service on the 2016 Bonds except monies collected from Lease Rentals and funds held under the Trust Agreement. The Trustee will have funds from capitalized interest and earnings thereon, to pay interest due through and including February 1, 2018.
 - (a) According to the Lease, the Lease Rentals with respect to the 2016 Project will commence on the date of completion or July 15, 2018, whichever is later. 2016 Bond proceeds will be held by the Trustee in the Bond Interest Account to pay interest on the 2016 Bonds through and including February 1, 2018. In the event the Project is not completed, the Commission cannot pay the Lease Rentals with respect to the 2016 Project. The Authority expects to complete the 2016 Project by December 31, 2017.
 - (b) If, for any reason, the 2016 Project is damaged or destroyed and unavailable for use, the Commission would no longer be able to pay Lease Rentals with respect to the 2016 Project. In addition, if the 2016 Project should ever be substantially or totally destroyed, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or in part, for use or occupancy by the Commission, the Commission and the Authority agree to substitute other public improvements of similar value as the 2016 Project, which substitute improvements will then constitute the 2016 Project under the Lease. In addition, the proceeds of any property and/or casualty insurance claim for the 2016 Project would be used either to reconstruct the 2016 Project or to retire obligations issued to finance the 2016 Project. To the extent that the damaged or destroyed 2016 Project is not replaced or repaired, the Commission will be unable to pay the Lease Rentals attributable to the damaged or destroyed 2016 Project, and the Authority would have insufficient funds to pay debt service on the outstanding 2016 Bonds.

(2) Risks Associated with the Special Benefits Tax: There are risk factors associated with the Special Benefits Tax.

- (a) *Tax Collection*. In the event of delayed billing, collection or distribution by the County Auditor of ad valorem property taxes, including the Special Benefits Tax levied on the District, sufficient funds may not be available to the Commission in time to pay the Lease Rentals when due. This risk is inherent in all property tax-supported obligations.

The Lease Rental Reserve Fund established pursuant to the Trust Agreement helps to mitigate this timing risk, but does not eliminate it.

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

IC § 6-1.1-20.6-10 requires political subdivisions to fully fund any levies for the payment of outstanding debt service or lease rental obligations regardless of any reduction in property tax collections due to the application of the Circuit Breaker Tax Credit. IC § 6-1.1-20.6-9.8 further provides that property taxes imposed by a political subdivision to pay for debt service obligations of a political subdivision (including lease rental payments on leases) are “protected taxes.” If property tax collections are insufficient to fully fund debt service or lease rental levies due to the Circuit Breaker Tax Credit, political subdivisions must use non-property tax revenues or revenues from property tax levies for other funds (including operating) to offset revenue loss to the debt service fund. See “Procedures for Property Assessment, Tax Levy and Collection” and “Circuit Breaker Tax Credit” herein.

(3) Risks Associated with Tax Increment: The Commission will pay Lease Rentals from the Revenues and, if necessary, from the Special Benefits Tax levied in the District. There are certain risks associated with Tax Increment. The estimated Tax Increment available to pay Lease Rentals is based on capturing all incremental real property tax revenues in the Area and is based on projected developments that have not yet been constructed. The estimate of Tax Increment is dependent on certain assumptions as to future events, the occurrence of which cannot be guaranteed. There are certain risks associated with Tax Increment, which include but are not limited to the following:

- (a) *General Risks of Tax Increment include*: (i) destruction of property in the Area caused by natural disaster; (ii) delinquent taxes or adjustments of or appeals on assessments by property owners in the Area; (iii) a decrease in the assessed value of properties in the Area due to increases in depreciation, obsolescence or other factors by the assessor; (iv) acquisition of property in the Area by a tax-exempt entity; (v) removal or demolition of real property improvements by property owners in the Area; (vi) delayed billing, collection, or distribution of Tax Increment by the county auditor; (vii) a decrease in property tax rates or reinstatement of the State PTRC, which would increase the Additional Credit applied to Tax Increment; (viii) the General Assembly, the courts, the Department of Local Government Finance (the “DLGF”) or other administrative agencies with jurisdiction in the matter could enact new laws or regulations or interpret, amend, alter, change or modify the laws or regulations governing the calculation, collection, definition or distribution of Tax Increment including laws or regulations relating to reassessment, the Additional Credit or a revision in the property tax system; or (ix) a change in any of the civil unit’s funding mechanisms (i.e., no longer funding it with property taxes) could adversely affect Tax Increment. Any such changes could cause the Tax Increment to fall below the levels set forth in the Tax Increment estimates shown in Appendix B.
- (b) *Reduction of Tax Rates or Tax Collection Rates*. The Tax Increment estimate assumes that the net property tax rates will remain at approximately the same level throughout the term of the 2016 Bonds. Any substantial increase in State funding, federal aid or other sources of local revenues which would reduce local required fiscal support for certain public programs or any substantial increase in assessments outside the Area could reduce the rates of taxation by the taxing bodies levying taxes upon property with the Area and have an adverse effect on the amount of Tax Increment received by the Commission. Economic conditions or administrative action could reduce the collection rate achieved by the City within its jurisdiction, including the Area. The General Assembly could enact legislation reinstating or

changing the method of calculating, or the size of, the PTRC. Any decrease in the tax rate or increase in the PTRC could result in a decrease in the amount of Tax Increment.

- (c) *Local Option Income Tax.* The Indiana General Assembly has authorized counties to adopt local option income taxes (LOIT taxes) for levy growth, property tax relief and public safety costs. If adopted, these LOIT taxes could limit the growth in property tax levies and/or provide for reduction in effective property tax rates for property taxpayers. Such income taxes, if adopted, could offset applicable property tax rates, and cause a reduction in the amount of Tax Increment received by the Commission. Allen County has adopted LOIT taxes in the amount of 1.35%. The taxes adopted include a 0.6% County Option Income Tax (COIT), 0.25% COIT for property tax relief (county-wide), 0.1% COIT for public safety, and 0.4% County Economic Development Income Tax (CEDIT). In 2015, the Indiana General Assembly enacted House Enrolled Act 1485 (HEA 1485) which was signed into law on May 2015, and the legislation consolidates various local income tax laws. Effective January 1, 2017, the system for local option income tax (including EDIT, CAGIT, and COIT) in Indiana will be replaced with a single local option income tax (which has been codified under Indiana Code § 6-3.6). However, the office of management and budget, along with the appropriate state agencies and in cooperation with the county shall categorize the tax rate under the former taxes into the appropriate tax rate or rates to provide revenue for all the same purposes for which revenue under a former tax was used.
 - (d) *Circuit Breaker Tax Credit.* The 2008 Legislation expands the Circuit Breaker Tax Credit to provide different levels of tax caps for various classes of property taxpayers. (See “Circuit Breaker Tax Credit” herein.) There can be no assurance that the levies and tax rates of the City and overlapping taxing units will not increase in some future year to the point of causing the Circuit Breaker Tax Credit to be further applied to commercial property taxpayers’ tax bills. However, if the Circuit Breaker Tax Credit were to be further applied in future years, the City does not expect it to cause the Tax Increment to fall below the estimates shown in Appendix B because the Tax Increment estimate never assumes any growth in property tax rates above the 2016 tax rates which are above the maximum threshold of 3% of the gross assessed value for commercial properties.
 - (e) *Reassessment and trending.* Beginning with 2015 taxes payable 2016, the County is required to reassess 25% of all parcels of real property annually or submit a reassessment plan to the DLGF that provides for reassessing more than 25% of all parcels of real property in a particular year (including all parcels in one year) provided the plan covers a four year period as all real property in each group is reassessed once during the reassessment cycle. The DLGF is required by law to annually neutralize the effect of a reassessment on property within tax increment allocation areas, including the Area. Delays in the reassessment and trending process, the inability to neutralize the effect of reassessment, or appeals of reassessments could adversely affect the Tax Increment.
 - (f) *Delays in Development.* Projections of Tax Increment in Appendix B assume that certain levels of development will occur at certain times. If any part of the development does not occur, is delayed, is changed in size and scope, or if the actual assessed values are less than estimated, the Tax Increment collected may be less than projected.
 - (g) *Delayed Tax Distribution.* In the event of delayed billing, collection or distribution by the county auditor of ad valorem property taxes levied on the District, including the Special Benefits Tax, sufficient funds may not be available to the Commission in time to pay Lease Rentals when due. This risk is inherent in all property-tax supported obligations. See paragraph 2(e) above about reassessment.
- (4) *Adverse Legislative Action:* It is possible that legislation enacted after the date of the 2016 Bonds or proposed for consideration will have an adverse effect on payment or timing of payment or other matters impacting the 2016 Bonds. Refer to the “Legislative Proposals” section herein.

INVESTMENT OF FUNDS

The proceeds of this issue are to be invested in accordance with the laws of the State of Indiana relating to the depositing, holding, securing or investing of public funds, including particularly Indiana Code 5-13, and the acts amendatory thereof and supplemental thereto. The Commission shall direct the investment of 2016 Bond proceeds.

THE 2016 BONDS

INTEREST CALCULATION

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

REDEMPTION PROVISIONS

Optional Redemption:

The 2016 Bonds maturing on or after August 1, 2025 are redeemable prior to maturity at the option of the Authority in whole or in part in any order of maturity as determined by the Authority and by lot within maturities, on any date not earlier than February 1, 2025, at face value plus accrued interest to the date fixed for redemption and without any redemption premium.

Mandatory Sinking Fund Redemption:

If any 2016 Bonds are issued as Term Bonds, the Trustee shall credit against the mandatory sinking fund requirement for the Term Bonds, and corresponding mandatory redemption obligation, in the order determined by the Authority, any Term Bonds which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Trustee for cancellation or purchased for cancellation by the Trustee and not theretofore applied as a credit against any redemption obligation. Each Term Bond so delivered or canceled shall be credited by the Trustee at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory redemption date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of that Term Bond to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Trustee shall only credit such Term Bond to the extent received on or before 45 days preceding the applicable mandatory redemption date.

If fewer than all the 2016 Bonds are called for redemption at one time, the 2016 Bonds shall be redeemed in order of maturity determined by the Authority and by lot within maturity. Each \$5,000 principal amount shall be considered a separate bond for purposes of optional and mandatory redemption. If some 2016 Bonds are to be redeemed by optional and mandatory sinking redemption on the same date, the Trustee shall select by lot the 2016 Bonds for optional redemption before selecting the 2016 Bonds by lot for the mandatory sinking fund redemption.

Notice of Redemption:

Notice of redemption shall be mailed to the registered owners of all 2016 Bonds to be redeemed at least 45 days prior to the date fixed for such redemption. If any of the 2016 Bonds are so called for redemption, and payment therefore is made to the Trustee in accordance with the terms of the Trust Agreement, then such 2016 Bonds shall cease to bear interest from and after the date fixed for redemption in the call.

BOOK-ENTRY-ONLY SYSTEM

The 2016 Bonds will be available only in book-entry form in the principal amount of \$5,000 or any integral multiple thereof. DTC will act as the initial securities depository for the 2016 Bonds. The ownership of one fully registered 2016 Bond will be registered in the name of Cede & Co., as nominee for DTC.

SO LONG AS CEDE & CO, AS NOMINEE OF DTC, IS THE REGISTERED OWNER OF THE 2016 BONDS, REFERENCES IN THIS OFFICIAL STATEMENT TO THE REGISTERED OWNERS (OR THE OWNERS) WILL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the 2016 Bonds. The 2016 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for the 2016 Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve

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

Purchases of 2016 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2016 Bonds on DTC’s records. The ownership interest of each actual purchaser of each 2016 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 2016 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 2016 Bonds, except in the event that use of the book-entry system for the 2016 Bonds is discontinued.

To facilitate subsequent transfers, all 2016 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 2016 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2016 Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such 2016 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 2016 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2016 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of 2016 Bonds may wish to ascertain that the nominee holding the 2016 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2016 Bonds within a maturity are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2016 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 Authority 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 2016 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of principal, interest and redemption amounts, if any, on the 2016 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 Authority or the

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

DTC may discontinue providing its services as depository with respect to the 2016 Bonds at any time by giving reasonable notice to the Authority or the Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

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

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

In the event that the book-entry-only system is discontinued, the Paying Agent will provide for the registration of the 2016 Bonds in the name of the Beneficial Owners thereof. The Authority, the Registrar, the Paying Agent and any other Fiduciary would treat the person in whose name any 2016 Bond is registered as the absolute owner of such 2016 Bond for the purposes of making and receiving payment of the principal thereof and interest thereon, and for all other purposes, and none of these parties would be bound by any notice or knowledge to the contrary.

Revision of Book-Entry-Only System:

In the event that either (1) the Authority receives notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities as a clearing agency for the 2016 Bonds or (2) the Authority elects to discontinue its use of DTC as a clearing agency for the 2016 Bonds, then the Authority and the Paying Agent will do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the 2016 Bonds, as are necessary or appropriate to discontinue use of DTC as a clearing agency for the 2016 Bonds and to transfer the ownership of each of the 2016 Bonds to such person or persons, including any other clearing agency, as the holder of such 2016 Bonds may direct in accordance with the Trust Indenture. Any expenses of such a discontinuation and transfer, including any expenses of printing new certificates to evidence the 2016 Bonds will be paid by the Authority.

PROCEDURES FOR PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION

The lease rental payments are payable from TIF Revenues, along with other revenues made available to the Commission for such purpose, including CIB Revenues, and, if insufficient, from ad valorem property taxes to be levied by or on behalf of the City. The Indiana General Assembly enacted legislation (Indiana Code Title 6, Article 1.1, Chapter 20.6), which provides taxpayers with a tax credit for all property taxes in an amount that exceeds a certain percentage of the gross assessed value of eligible property. See "CIRCUIT BREAKER TAX CREDIT" herein for further details on the levy and collection of property taxes.

Real and personal property in the State is assessed each year as of January 1. On or before August 1 of each year, the County Auditor must submit to each underlying taxing unit a statement containing (i) information concerning the assessed valuation in the taxing unit for the next calendar year; (ii) the estimated assessed value of the taxing unit as of January 1st of that year; (iii) an estimate of the taxes to be distributed to the taxing unit during the last six months of the current calendar year; (iv) the current assessed valuation as shown on the abstract of charges; (v) the average growth in assessed valuation in the taxing unit over the preceding three budget years, adjusted according to procedures established by the Department of Local Government Finance ("DLGF") to account for reassessment under certain provisions of the Indiana Code; and (vi) any other information at the disposal of the County Auditor that might affect the assessed value used in the budget adoption process. The estimated value is based on property tax lists delivered to the Auditor by the County Assessor on or before July 1 before January 1, 2017 and June 1 beginning in 2017.

The estimated value is used when the governing body of a local taxing unit meets to establish its budget for the next fiscal year (January 1 through December 31), and to set tax rates and levies. By statute, the budget, tax rate and levy must be established no later than November 1. The budget, tax levy and tax rate are subject to review and revision by the DLGF which, under certain circumstances, may revise, reduce or increase the budget, tax rate, or levy of a taxing unit. The DLGF may increase the tax rate and levy if the tax rate and levy proposed by the City is not sufficient to make its lease rental payments. The DLGF must complete its actions on or before February 15. Taxing units have until December 31st of the calendar year immediately preceding the ensuing calendar year to file a shortfall appeal.

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

Pursuant to State law, personal property is assessed at its actual historical cost less depreciation. Pursuant to State law, real property is valued for assessment purposes at its "true tax value" as defined in the Real Property Assessment Rule, 50 IAC 2.4, the 2011 Real Property Assessment Manual ("Manual"), as incorporated into 50 IAC 2.4 and the 2011 Real Property Assessment Guidelines, Version A ("Guidelines"), as adopted by the DLGF. The Manual defines "true tax value" for all real property, other than agricultural land, as "the market value-in-use of property for its current use, as reflected by the utility received by the owner or a similar user, from the property." In the case of agricultural land, true tax value shall be the value determined in accordance with the Guidelines and IC 6-1.1-4-13. The Manual permits assessing officials in each county to choose any acceptable mass appraisal method to determine true tax value, taking into consideration the ease of administration and the uniformity of the assessments produced by that method. The Guidelines were adopted to provide assessing officials with an acceptable appraisal method, although the Manual makes it clear that assessing officials are free to select from any number of appraisal methods, provided that they produce "accurate and uniform values throughout the jurisdiction and across all classes of property". The Manual specifies the standards for accuracy and validation that the DLGF uses to determine the acceptability of any alternative appraisal method.

"Net Assessed Value" or "Taxable Value" represents the "Gross Assessed Value" less certain deductions for mortgages, veterans, the aged, the blind, economic revitalization areas, resource recovery systems, rehabilitated residential property, solar energy systems, wind power devices, hydroelectric systems, geothermal devices and tax-exempt property. The "Net Assessed Value" or "Taxable Value" is the assessed value used to determine tax rates.

Changes in assessed values of real property occur periodically as a result of general reassessments scheduled by the State legislature, as well as when changes occur in the property value due to new construction or demolition of improvements. Before July 1, 2013, and before May 1 of every fourth year thereafter, the county assessor will prepare and submit to the DLGF a reassessment plan for each county. The DLGF must complete its review and approval of the reassessment plan before March 1, 2015 and January 1 of each subsequent year that follows a year in which year in which the reassessment plan is submitted by the county. The reassessment plan must divide all parcels of real property in the county into four (4) different groups of parcels. Each group of parcels must contain approximately twenty-five percent (25%) of the parcels within each class of real property in the county. All real property in each group of parcels shall be reassessed under the county's reassessment plan once during each four (4) year cycle. The reassessment of a group of parcels in a particular class of real property shall begin on May 1 of a year, and must be completed on or before January 1 of the year after the year in which the reassessment of the group of parcels begins. For real property included in a group of parcels that is reassessed, the reassessment is the basis for taxes payable in the year following the year in which the reassessment is to be completed. The county may submit a reassessment plan that provides for reassessing more than twenty-five percent (25%) of all parcels of real property in the county in a particular year. A plan may provide that all parcels are to be reassessed in one (1) year. However, a

plan must cover a four (4) year period. All real property in each group of parcels shall be reassessed under the county's reassessment plan once during each reassessment cycle. The reassessment of the first group of parcels under a county's reassessment plan began on July 1, 2014, and was to be completed on or before January 1, 2016. All real property assessments are revalued annually to reflect market value based on comparable sales data ("Trending"). When a change in assessed value occurs, a written notification is sent to the affected property owner. If the owner wishes to appeal this action, the owner may file a petition requesting a review of the action. This petition must be filed with the county assessor in which the property is located within 45 days after the written notification is given to the taxpayer or May 10 of that year, whichever is later. While the appeal is pending, the taxpayer may pay taxes based on the current year's tax rate and the previous or current year's assessed value.

CIRCUIT BREAKER TAX CREDIT

Description of Circuit Breaker:

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

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

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

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

The Statute categorizes property taxes levied to pay Debt Service Obligations as "protected taxes," regardless of whether the property taxes were approved at a referendum, and all other property taxes as "unprotected taxes." The total amount of revenue to be distributed to the fund for which the protected taxes were imposed shall be determined without applying the Circuit Breaker Tax Credit. The application of the Circuit Breaker Tax Credit must reduce only the amount of unprotected taxes distributed to a fund. The City may allocate the reduction by using a combination of unprotected taxes of the City in those taxing districts in which the Circuit Breaker Credit caused a reduction in

protected taxes. The tax revenue and each fund of any other political subdivisions must not be affected by the reduction.

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

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

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

Estimated Circuit Breaker Tax Credit for the City:

According to the DLGF, the Circuit Breaker Tax Credit allocable to the City for budget years 2014 and 2015 were \$16,724,107 and \$18,570,414, respectively. The Circuit Breaker Tax Credit for budget year 2016 is \$18,991,799. These amounts do not include the estimated debt service on the 2016 Bonds and Lease Rentals on the Lease securing the 2016 Bonds.

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

CONTINUING DISCLOSURE

Pursuant to continuing disclosure requirements promulgated by the Securities and Exchange Commission in SEC Rule 15c2-12, as amended (the "Rule"), the City will enter into a Continuing Disclosure Undertaking (the "Undertaking"), to be dated the date of the closing of the 2016 Bonds. Pursuant to the terms of the Undertaking, the City will agree to provide the following information while any of the 2016 Bonds are outstanding:

- Audited Financial Statements. To the MSRB, when and if available, the audited financial statements of the City for each fiscal year as prepared and examined by the State Board of Accounts for each twelve (12) month period ending December 31, together with the opinion of such accountants and all notes thereto, within sixty (60) days of receipt from the State Board of Accounts. For audited or examined financial statements which have been released by the Indiana State Board of Accounts, please refer to <http://www.in.gov/sboa/resources/reports/audit/>; and
- Financial Information in this Official Statement. To the MSRB, within 180 days of each December 31, unaudited annual financial information for the City for such calendar year including (i) unaudited financial statements of the City and (ii) operating data (excluding any demographic information or forecast) of the general type provided under the following headings in this Official Statement (collectively, the "Annual Information") (which updated information may be provided in such format as the City deems appropriate).

For unaudited financial statements please refer to the Indiana Gateway for Government Units at <https://gateway.ifionline.org/>:

APPENDIX A

GENERAL ECONOMIC AND FINANCIAL INFORMATION

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

● Reportable Events. Within ten business days, to the MSRB, notice of the following events, if material, with respect to the 2016 Bonds (which determination of materiality shall be made by the City):

1. non-payment related defaults;
2. modifications to rights of bondholders;
3. bond calls;
4. release, substitution or sale of property securing repayment of the 2016 Bonds;
5. the consummation of a merger, consolidation, or acquisition, or certain asset sales, involving the obligated person, or entry into or termination of a definitive agreement relating to the foregoing; and
6. appointment of a successor or additional trustee or the change of name of a trustee.

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

1. principal and interest payment delinquencies;
2. unscheduled draws on debt service reserves reflecting financial difficulties;
3. unscheduled draws on credit enhancements reflecting financial difficulties;
4. substitution of credit or liquidity providers, or their failure to perform;
5. defeasances;
6. rating changes;
7. adverse tax opinions or other material events affecting the tax-exempt status of the 2016 Bonds; the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material events, notices or determinations with respect to the tax status of the securities;
8. tender offers; and
9. bankruptcy, insolvency, receivership or similar event of the obligated person.

● Failure to Disclose. In a timely manner, to the MSRB, notice of the City failing to provide the annual financial information as described above.

The City may, from time to time, amend or modify the Undertaking without the consent of or notice to the owners of the 2016 Bonds if either (a)(i) such amendment or modification is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the City, or type of business conducted; (ii) the Undertaking, as so amended or modified, would have complied with the requirements of the Rule on the date of execution of the Undertaking, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) such amendment or modification does not materially impair the interests of the holders of the 2016 Bonds, as determined either by (A) nationally recognized bond counsel or (B) an approving vote of the holders of the 2016 Bonds at the time of such amendment or modification; or (b) such amendment or modification (including an amendment or modification which rescinds the Undertaking) is permitted by the SEC Rule, then in effect.

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

The purpose of the Undertaking is to enable the Underwriter to purchase the 2016 Bonds by providing for an undertaking by the City in satisfaction of the Rule. The Undertaking is solely for the benefit of the owners of the

2016 Bonds and creates no new contractual or other rights for the SEC, underwriters, brokers, dealers, municipal securities dealers, potential customers, other obligated persons or any other third party. The sole remedy against the City for any failure to carry out any provision of the Undertaking shall be for specific performance of the City's disclosure obligations under the Undertaking and not for money damages of any kind or in any amount or any other remedy. The City's failure to honor its covenants under the Undertaking shall not constitute a breach or default of the 2016 Bonds, the Bond Resolution, the Trust Agreement, the Lease, or any other agreement.

In the previous five years, the City has failed to consistently comply with its previous undertakings. Such failures include, but may not be limited to, the following: (i) audits and operating data were not filed on a timely basis for the County Economic Development Income Tax Revenue Bonds of 2009 and the County Economic Development Income Tax Revenue Bonds of 2005; (ii) audits and operating data were not filed on a timely basis for the period ended December 31, 2012 for the Sewage Works Revenue Bonds of 2012, Series B and the Waterworks Revenue Bonds of 2012; (iii) certain operating data schedules were not filed on a timely basis for several bond issues; and (iv) underlying and insurer rating changes were not consistently filed.

BOND RATING

S&P Global Ratings ("S&P") has assigned a bond rating of "AA-" to the 2016 Bonds. Such rating reflects only the view of S&P and any explanation of the significance of such rating may only be obtained from S&P.

The rating is not a recommendation to buy, sell or hold the 2016 Bonds, and such rating may be subject to revision or withdrawal at any time by S&P. Any downward revision or withdrawal of the rating may have an adverse effect upon the market price of the 2016 Bonds.

The City applied to Moody's Investor Services, Inc. in June 2016 based on the anticipated project schedule at the time. With adjustments to the project schedule, the timeframe to utilize the results of the rating process expired.

UNDERWRITING

The 2016 Bonds are being purchased by _____ (the "Underwriter") at a purchase price of \$_____, which is the par amount of the 2016 Bonds of \$_____ less the Underwriter's discount of \$_____ plus the original issue premium of \$_____. The Notice of Intent to Sell Bonds provides that all of the 2016 Bonds will be purchased by the Underwriter if any of such 2016 Bonds are purchased.

The Underwriter intends to offer the 2016 Bonds to the public at the offering prices set forth on the inside cover page of this Official Statement. The Underwriter may allow concessions to certain dealers (including dealers in a selling group of the Underwriter and other dealers depositing the 2016 Bonds into investment trusts), who may re-allow concessions to other dealers. After the initial public offering, the public offering price may be varied from time to time by the Underwriter.

FINANCIAL ADVISOR

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

The Financial Advisor's duties, responsibilities and fees arise solely as Financial Advisor to the City and they have no secondary obligations or other responsibility. However, Umbaugh is preparing the Parity and Lease Sufficiency Reports for the 2016 Bonds. The Financial Advisor's fees are expected to be paid from proceeds of the 2016 Bonds.

Municipal Advisor Registration:

Umbaugh is a Municipal Advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. As such, Umbaugh is providing certain specific municipal advisory services to the City, but is neither a placement agent to the City nor a broker/dealer.

The offer and sale of the 2016 Bonds shall be made by the City, in the sole discretion of the City, and under its control and supervision. The City agrees that Umbaugh does not undertake to sell or attempt to sell the 2016 Bonds, and will take no part in the sale thereof.

Other Financial Industry Activities and Affiliations:

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

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

LEGISLATIVE PROPOSALS

Legislation affecting municipal bonds is considered from time to time by the United States Congress and the Executive Branch, including some proposed changes under consideration at the time of issuance of the 2016 Bonds. Bond Counsel’s opinion is based upon the law in existence on the date of issuance of the 2016 Bonds. It is possible that legislation enacted after the date of issuance of the 2016 Bonds or proposed for consideration will have an adverse effect on the excludability of all or a part of the interest on the 2016 Bonds from gross income, the manner in which such interest is subject to federal income taxation or the market price of the 2016 Bonds.

Legislation affecting municipal bonds is considered from time to time by the Indiana legislature and Executive Branch. It is possible that legislation enacted after the date of the 2016 Bonds or proposed for consideration will have an adverse effect on payment or timing of payment or other matters impacting the 2016 Bonds.

The City cannot predict the outcome of any such federal or state proposals as to passage, ultimate content or impact if passed, or timing of consideration or passage. Purchasers of the 2016 Bonds should reach their own conclusions regarding the impact of any such federal or state proposals.

TAX MATTERS

In the opinion of Faegre Baker Daniels LLP, South Bend, Indiana, Bond Counsel, under law existing and in effect on the date of such opinion, and assuming continuing compliance by the Authority and the Commission with the Tax Covenants (as hereinafter defined), the interest on the 2016 Bonds is excludable from gross income for purposes of Federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986 (the “Code”), as amended and as in effect on the date of delivery of the 2016 Bonds. In the opinion of Bond Counsel, under law existing and in effect on the date of such opinion, interest on the 2016 Bonds is exempt from taxation in the State of Indiana for all purposes except the State financial institutions tax. Bond Counsel expresses no other opinion regarding any other tax consequences. The form of opinion that Bond Counsel proposes to render upon the delivery of the 2016 Bonds is included herein.

As amended by the Tax Reform Act of 1986, the Code prescribes a number of qualifications and conditions, including continuing issuer compliance, for the interest on state and local government obligations to be and remain excludable from gross income for federal income tax purposes. Each of the Authority and the Commission has made certain covenants (the “Tax Covenants”) not to take any action or to fail to take any action with respect to the proceeds of the 2016 Bonds or any investment earnings thereon which would result in constituting the 2016 Bonds as “arbitrage bonds” under the Code or would otherwise cause the interest on the 2016 Bonds to cease to be excludable from gross income for purposes of Federal income taxation. The 2016 Bonds shall comply with the arbitrage rebate requirements under Section 148 of the Code to the extent applicable. Noncompliance with the foregoing Tax Covenants may cause the interest on the 2016 Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance of the 2016 Bonds, in which case the market value of the 2016 Bonds would be materially and adversely affected.

Further, even assuming compliance by the Authority and the Commission with the Tax Covenants, certain provisions of the Code may affect certain owners of the 2016 Bonds. The Code imposes alternative minimum

taxation on corporations (as defined for Federal income tax purposes) and individuals. The 2016 Bonds are not “private activity bonds” for the purpose of treatment of interest thereon as a direct preference item in calculating the alternative minimum tax. However, for corporations (as defined for Federal income tax purposes), interest on a Bond would be includable in the “adjusted current earnings” of a corporation for purposes of such alternative minimum tax. Further, the Code imposes a branch profits tax on U.S. branches of foreign corporations equal to 30% of the adjusted earnings and profits of such corporations attributable to income that is effectively connected or treated as such, with the conduct of trade or business in the United States. Interest on the 2016 Bonds would be includable in such earnings and profits.

Under the Code, ownership of tax-exempt obligations may also result in collateral federal income tax consequences to certain taxpayers including, without limitation, S corporations, financial institutions, property and casualty insurance companies, 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.

No provision has been made for redemption of the 2016 Bonds, or for an increase in the interest rate on the 2016 Bonds, in the event that interest on the 2016 Bonds becomes subject to income taxation.

The foregoing does not purport to be a comprehensive discussion of the tax consequences of owning the 2016 Bonds. Prospective owners of the 2016 Bonds should consult their own tax advisors with respect to the foregoing and other tax consequences of owning the 2016 Bonds.

ORIGINAL ISSUE DISCOUNT

For federal income tax purposes, the 2016 Bonds maturing on _____ in the years ____ through and including ____ and on _____ (the “Discount Bonds”) will be considered to have “original issue discount” equal to the difference between their respective original issue price and the amount payable upon their respective maturities. The original issue price of each Discount Bond will be the initial offering price to the public at which a substantial amount of such Discount Bonds are sold, and the issue date will be the date on which such Discount Bonds are first issued to the public. Under existing law, the original issue discount on a Discount Bond accrued in the hands of a holder is treated for federal income tax purposes as interest which is excludable pursuant to Section 103 of the Code from gross income, assuming compliance by the City with the Tax Covenants. The holder's basis for determining gain or loss on a sale, maturity or other disposition of a Discount Bond generally will be equal to the holder's cost, increased by the original issue discount that is accrued during the period that the Discount Bond is held by such holder. Generally, any gain or loss recognized by a holder on a sale, exchange or payment at maturity of a Discount Bond (based on the holder's basis) will be taxable as capital gain or loss (assuming the Discount Bond is held as a capital asset). A holder will recognize a taxable gain or loss on a Discount Bond called prior to maturity on the difference between the holder's basis and the call price of the Discount Bond. Owners of the Discount Bonds should consult their own tax advisors with respect to the computation for federal income tax purposes of the amounts of original issue discount which accrue during the period in which such Discount Bonds are held. Owners of the Discount Bonds should also consult their own tax advisors with respect to the state and local tax consequences arising from the original issue discount of the Discount Bonds.

AMORTIZABLE BOND PREMIUM

The initial offering price of the 2016 Bonds maturing on _____ in the years ____ through and including ____ and on _____ (collectively, the “Premium Bonds”) is greater than the principal amount payable at maturity. As a result, the Premium Bonds will be considered to be issued with amortizable bond premium (the “Bond Premium”). An owner who acquires a Premium Bond in the initial offering will be required to adjust the owner's basis in the Premium Bond downward as a result of the amortization of the Bond Premium, pursuant to Section 1016(a)(5) of the Code. Such adjusted tax basis will be used to determine taxable gain or loss upon the disposition of the Premium Bonds (including sale, redemption or payment at maturity). The amount of amortizable Bond Premium will be computed on the basis of the taxpayer's yield to maturity, with compounding at the end of each accrual period. Rules for determining (i) the amount of amortizable Bond Premium and (ii) the amount amortizable in a particular year are set forth at Section 171(b) of the Code. No income tax deduction for the amount of amortizable Bond Premium will be allowed pursuant to Section 171(a)(2) of the Code, but amortization of Bond Premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining other tax consequences of owning the Premium Bonds. Owners of Premium Bonds should consult their tax advisors with respect to the precise determination for federal income tax purposes of the treatment of Bond Premium upon the sale or other disposition of such Premium Bonds and with respect to the state and local tax

consequences of owning and disposing of Premium Bonds.

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

LITIGATION

To the knowledge of the officers and counsel for the Authority, there is no litigation pending, or threatened, against the Authority or the City, which in any way questions or affects the validity of the 2016 Bonds, or any proceedings or transactions relating to the issuance, sale or delivery thereof.

The officers and counsel for the Authority will certify at the time of delivery of the 2016 Bonds that there is no litigation pending or in any way threatened questioning the validity of the 2016 Bonds, or any of the proceedings had relating to the authorization, issuance and sale of the 2016 Bonds, the Trust Agreement, or the 2016 Project would result in a material adverse impact on the financial condition of the City.

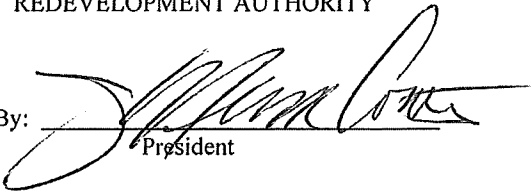
APPROVAL OF LEGALITY

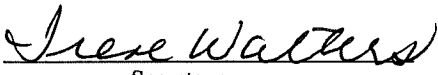
The legality of the authorization, issuance and sale of the 2016 Bonds is subject to the unqualified approving opinion of Faegre Baker Daniels LLP, South Bend, Indiana, Bond Counsel, whose approval will be available at the time of delivery of the 2016 Bonds. Bond Counsel has not been asked nor has it undertaken to review the accuracy or sufficiency of this Official Statement and will express no opinion thereon. The form of Bond Counsel opinion is included as Appendix F of this Official Statement.

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

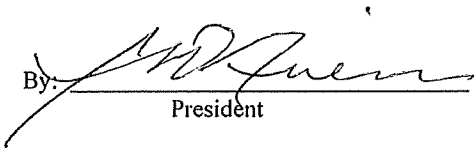
This Official Statement and its execution are duly authorized.


CITY OF FORT WAYNE
REDEVELOPMENT AUTHORITY

By: 
President

Attest: 
Secretary

CITY OF FORT WAYNE
REDEVELOPMENT COMMISSION

By: 
President

Attest: 
Secretary

APPENDIX i

NOTICE OF INTENT TO SELL
\$4,030,000*
FORT WAYNE REDEVELOPMENT AUTHORITY
LEASE RENTAL REVENUE BONDS, SERIES 2016

* Approximate Amount

Upon not less than twenty-four (24) hours' notice given by telephone by or on behalf of the Fort Wayne Redevelopment Authority (the "Authority"), the Authority will receive sealed proposals at the office of its financial advisor, H.J. Umbaugh and Associates Certified Public Accountants, LLP, 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana 46240 (the "Financial Advisor"), and shall consider each proposal for the purchase of lease rental revenue bonds of the Authority designated as "Fort Wayne Redevelopment Authority Lease Rental Revenue Bonds, Series 2016" (the "Bonds"), in the estimated aggregate principal amount of Four Million Thirty Thousand and 00/100 Dollars (\$4,030,000.00), bearing interest at a rate or rates not exceeding six percent (6.0%). The sale date is expected to be Tuesday, July 12, 2016.

Interest on the Bonds shall be calculated on the basis of twelve (12) thirty (30)-day months for a three hundred and sixty (360)-day year and shall be payable semiannually on February 1 and August 1 in each year, commencing not earlier than August 1, 2016.

The Bonds will be issued as fully registered bonds in book-entry-only form in denominations of Five Thousand Dollars (\$5,000) and any integral multiple thereof not exceeding the aggregate principal amount of such Bonds maturing in any one year, and when issued, will be registered in the name of CEDE & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. Purchasers of beneficial interests in the Bonds will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Bonds will be evidenced by book-entry only. As long as CEDE & Co. is the registered owner of the Bonds as nominee of DTC, payments of principal and interest will be made directly to such registered owner, which will in turn, remit such payments to the DTC Participants for subsequent disbursement to the Beneficial Owners. Neither the Authority nor the Trustee shall have any liability for the failure of DTC or any DTC Participant to remit the payment or provide any notice to any Beneficial Owner of Bonds.

The Bonds shall be numbered consecutively from 16R-1 upward, shall bear an original issue date, which shall be the day on which the Bonds are delivered, and shall mature on February 1 and August 1 in the estimated years and amounts as follows, with the actual years and amounts to be set forth on the principal maturity schedule which will be provided twenty-four (24) hours prior to the date and time of sale (following the receipt of bids and determination of the successful bidder, the Authority reserves the right to modify individual maturity amounts to achieve its financial objectives with respect to the Bonds):

<u>Payment Date</u>	<u>Principal Amount</u>	<u>Payment Date</u>	<u>Principal Amount</u>
2/1/2018	\$165,000	8/1/2024	\$130,000
8/1/2018	130,000	2/1/2025	130,000
2/1/2019	130,000	8/1/2025	125,000

8/1/2019	165,000	2/1/2026	130,000
2/1/2020	165,000	8/1/2026	240,000
8/1/2020	175,000	2/1/2027	240,000
2/1/2021	175,000	8/1/2027	265,000
8/1/2021	135,000	2/1/2028	265,000
2/1/2022	140,000	8/1/2028	125,000
8/1/2022	160,000	2/1/2029	130,000
2/1/2023	165,000	8/1/2029	130,000
8/1/2023	140,000	2/1/2030	135,000
2/1/2024	140,000		

Sealed bids may be submitted to the Financial Advisor at the address described above until 11:00 a.m. (Eastern time) on the date of sale.

Principal and premium, if any, on the Bonds will be payable at the corporate trust office of U.S. Bank National Association, the Trustee for the Bonds (the "Trustee") which will also serve as Registrar and Paying Agent for the Bonds (the "Registrar" and the "Paying Agent"), located in the City of Indianapolis, Indiana, or at such other location designated by the Registrar and Paying Agent. Interest on the Bonds will be paid by check or draft mailed or delivered to the registered owner thereof at the address as it appears on the registration books kept by the Registrar and Paying Agent as of the first day of the month immediately preceding the interest payment date or at such other address as is provided to the Registrar and Paying Agent in writing by such registered owner. So long as DTC or its nominee is the registered owner of the Bonds, principal of and interest on the Bonds will be paid directly by the Paying Agent to DTC, by wire transfer in same date funds.

Bonds maturing on or after August 1, 2025, are redeemable prior to maturity on February 1, 2025, or any date thereafter, at the option of the Authority, in whole or in part (only in denominations of Five Thousand Dollars (\$5,000)), in amounts and maturities determined by the Authority and by lot within any such maturity or maturities, at a price equal to the par amount of the Bonds to be redeemed, plus accrued interest to the redemption date and without premium.

At the option of the successful bidder for the Bonds, all or a portion of the Bonds may be aggregated into one or more term bonds (the "Term Bonds") payable from mandatory sinking fund redemption payments required to be made as set forth in the resolution authorizing the Bonds. The Term Bonds shall have a stated maturity or maturities of February 1 and August 1 in the years set forth above, as determined by the successful bidder.

Any person interested in submitting a bid for the Bonds must furnish in writing to the Authority, c/o the Financial Advisor, H.J. Umbaugh and Associates Certified Public Accountants, LLP, 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana 46240, telephone (317) 465-1500, facsimile (317) 465-1550 or by e-mail to eckerle@umbaugh.com or adlam@umbaugh.com, on or before 10:00 a.m. (Eastern time), Monday, July 11, 2016, the person's name, address, and telephone number. The person may also furnish a telex or facsimile number. The Authority will cause each person so registered to be notified of (a) the date and time bids will be received and (b) the final principal maturity schedule for the Bonds not less

than twenty-four (24) hours before the date and time of sale. The notification shall be made by telephone at the number furnished by such person and also by telex or facsimile if a telex or facsimile number has been furnished or by electronic mail if an electronic mail address has been furnished.

Bids may be submitted electronically via PARITY in accordance with this Notice of Intent to Sell, until 11:00 a.m. (Eastern time) on the date of sale, but no bid will be received after that time. To the extent any instructions or directions set forth in PARITY conflict with this Notice of Intent to Sell, the terms of this Notice of Intent to Sell shall control. For further information about PARITY, potential bidders may contact the Financial Advisor or i-Deal LLC at 1359 Broadway, 2nd Floor, New York, NY 10018, telephone (212) 849-5021.

Sealed bids may be submitted to the offices of the Financial Advisor at the address described above until 11:00 a.m. (Eastern time) on the date of sale. Upon completion of the bidding procedures described herein, the results of the sealed, non-electronic bids received shall be compared to the electronic bids received by the Financial Advisor for and on behalf of the Authority.

Each bid must be for all of the Bonds and must state the rate or rates of interest therefor, not exceeding the maximum per annum interest rate hereinbefore specified. Such interest rate or rates must be in multiples of one-eighth (1/8), one-twentieth (1/20), or one-hundredth (1/100) of one percent (1.00%). Bids specifying more than one interest rate must also specify the amount and maturities of the Bonds bearing each rate, and all Bonds maturing on the same date shall bear the same rate of interest. The interest rate on Bonds of a given maturity must be at least as great as the interest rate on Bonds of any earlier maturity. Subject to the provisions contained herein, the award will be made to the bidder offering the lowest net interest cost to the Authority, to be determined by computing the total interest on all Bonds from the date thereof to the date of maturity and deducting therefrom the premium bid, if any, or adding thereto the amount of discount, if any. Although not a term of sale, it is requested that each bid show the net dollar cost to final maturity and the net effective average interest rate on the entire issue.

No conditional bid or bids for less than ninety-nine percent (99%) of the par value of the Bonds, plus accrued interest at the rate or rates named to the date of delivery, will be considered. The right is reserved to reject any and all bids. If no acceptable bid is received on the date fixed for sale of the Bonds, the sale may be continued from day to day thereafter without further advertisement for a period not to exceed thirty (30) days, but if so continued, no bid will be accepted which offers a net interest cost which is equal to or higher than the best bid received at the time fixed for the sale.

Each of the bids for the Bonds, not submitted electronically via PARITY, submitted shall be sealed in an envelope marked "Bid for Fort Wayne Redevelopment Authority Lease Rental Revenue Bonds, Series 2016." Each bid must be on the form approved by the Authority, without additions, alterations or erasures, which form may be obtained from the Authority's Financial Advisor at the address set forth herein.

The Authority reserves the right to amend any information contained in this Notice of Intent to Sell. The Authority also reserves the right to postpone, from time to time, the date established for the receipt of bids on the Bonds. If any date fixed for the sale is postponed, any alternative sale date will be announced at least twenty-four (24) hours prior to such alternative sale date.

A good faith deposit (the "Deposit") in the form of cash, check certified, cashier's check or wire transfer in the amount of one percent (1%) of the principal amount of the Bonds made payable to the order of the Authority is required to be submitted by the successful purchaser (the "Purchaser") not later than 3:30 p.m. (Eastern time) on the next business day following the award. If such Deposit is not received by that time, the Authority may reject the bid. No interest on the Deposit will accrue to the Purchaser. The Deposit will be applied to the purchase price of the Bonds. In the event the Purchaser fails to honor its accepted bid, the Deposit will be retained by the Authority as liquidated damages.

In the event the bidder to whom the Bonds are awarded shall fail or refuse to comply with the provisions of the bid and this notice, such Deposit shall become the property of the Authority and shall be taken and considered as liquidated damages of the Authority on account of such failure or refusal.

The successful bidder will be required to make payment for the Bonds in Federal Reserve or other immediately available funds and accept delivery of the Bonds within five (5) days after being notified that the Bonds are ready for delivery, at a bank designated by the Authority. Any premium bid must be paid in cash at the time of delivery as a part of the purchase price for the Bonds. The Bonds will be ready for delivery within forty-five (45) days after the date on which the award is made, and if not deliverable within that period, the successful bidder will be entitled to rescind the sale and the good faith check will be returned. Any notice of rescission must be in writing. At the request of the Authority, the successful bidder shall furnish to the Authority, simultaneously with or before delivery of the Bonds, a certificate in form satisfactory to the Authority regarding the initial public offering price of the Bonds.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder to accept delivery of and pay for the Bonds.

The Bonds are being issued under the provisions of the Indiana Code and a Trust Agreement between the Issuer and the Trustee, as amended by the First Supplemental Trust Agreement (collectively, the "Trust Agreement") to procure funds to be applied to the costs of the acquisition, construction and equipping of certain local public improvements upon the real estate located in Allen County, Indiana, which are to be financed by the proceeds of the Bonds, as part of the construction of a retail, office and residential building which local public improvements shall consist of all or any portion of the acquisition, construction and installation of the following site improvements: earthwork and site utility improvements, compacted aggregate pier foundation system, structural and miscellaneous steel framing and steel erection; and elevators by the Authority (collectively, the "Project"), to pay capitalized interest on the

Bonds, and to pay the costs of issuance of the Bonds. The Bonds are special, limited obligations of the Authority secured by the Trust Agreement and payable solely from (i) lease rentals to be paid by the Fort Wayne Redevelopment Commission (the "Commission") pursuant to an amended and restated lease providing for the lease of the Project by and between the Authority as lessor, and the Commission, as lessee, as amended by an Addendum to Lease and further amended by a Second Addendum to Lease (collectively, the "Lease"), and (ii) the funds and accounts held under the Trust Agreement (the "Trust Estate"). The lease rentals described above are on parity with lease rentals payable by the Commission pursuant to the Lease for a project undertaken in 2014 (collectively, the "Lease Rentals"), and such Lease Rentals will be an obligation of the Commission payable from tax increment revenues expected to be available to the Commission from the Civic Center Urban Renewal Area for payment of such lease rentals (the "Tax Increment Revenues") along with other revenues made available to the Commission for such purpose including revenues from the Capital Improvement Board (the "CIB Revenues" and with the Tax Increment Revenues, the "Revenues") and, to the extent that the Revenues are insufficient for such purposes, from a special tax to be levied on all taxable property located within the boundaries of the City of Fort Wayne Redevelopment District which has boundaries coterminous with those of the City.

At the time of delivery of the Bonds the approving opinion of Faegre Baker Daniels LLP, bond counsel, of South Bend, Indiana, as to the validity of the Bonds, together with a transcript of Bond proceedings, the printed Bonds with such legal opinion printed thereon, and closing certificates in the customary form showing no litigation, will be furnished to the successful bidder at the expense of the Authority. In addition, unless bond counsel is able, on the date of delivery, to render an opinion to the effect that, under existing law, (1) the interest on the Bonds is excludable from gross income for federal income tax purposes and (2) the interest on the Bonds is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax, the successful bidder shall have the right to rescind the sale, and in such event the Deposit will be returned.

A copy of the Preliminary Official Statement prepared at the direction of the Authority may be obtained by request from the Financial Advisor, H.J. Umbaugh and Associates Certified Public Accountants, LLP, 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana 46240, prior to bid opening. Said Preliminary Official Statement will be in a form deemed final by the Authority, pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule").

The Preliminary Official Statement when further supplemented by an addendum or addenda specifying the interest rates of the Bonds, and any other information referred to in paragraph (b)(1) of the Rule, shall constitute a "Final Official Statement" of the Authority with respect to the Bonds, as that term is defined in the Rule. By awarding the Bonds to any underwriter or underwriting syndicate submitting an Official Bid Form therefore, the Authority agrees that, no more than seven (7) business days after the date of such award, it shall provide to the senior managing underwriter of the syndicate to which the Bonds are awarded up to twenty-five (25) copies of the Official Statement at the Authority's expense, any additional copies to be at the expense of the underwriting syndicate. The Authority designates the senior managing underwriter of the syndicate to which the Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each participating Underwriter. Any

underwriter executing and delivering an Official Bid Form with respect to the Bonds agrees thereby that if its bid is accepted by the Authority (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt of each such Participating Underwriter of the Final Official Statement.

In order to assist bidders in complying with paragraph (b)(5) of the Rule, the Authority will undertake, pursuant to the Bond Resolution and the Continuing Disclosure Agreement which shall be delivered to the successful bidder at the closing on the Bonds, to provide annual reports, certain financial information, and notices of certain events as required by Section (b)(5) of the Rule. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement.

If bids are submitted by mail, they should be addressed to the Authority, Fort Wayne Redevelopment Authority, c/o the Financial Advisor, H.J. Umbaugh and Associates Certified Public Accountants, LLP, 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana 46240.

Dated this 24th day of June, 2016.

FORT WAYNE REDEVELOPMENT AUTHORITY

By: President

[To be published in Fort Wayne News Sentinel, Fort Wayne Journal Gazette and the Court & Commercial Record on Friday, June 24, 2016, and Friday, July 1, 2016.]

APPENDIX A

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CITY OF FORT WAYNE

GENERAL PHYSICAL AND DEMOGRAPHIC INFORMATION

LOCATION

The City of Fort Wayne (the “City”) is the county seat of Allen County and is located in northeastern Indiana. The City is approximately 116 miles northeast of Indianapolis and 154 miles southeast of Chicago.

GENERAL CHARACTERISTICS

Fort Wayne, which is the second largest city in Indiana, is the commercial, retail, and industrial center of northeastern Indiana. The City’s workforce is comprised primarily of jobs in services, manufacturing, and wholesale and retail trade. Manufacturing industries are strong with General Motors Corporation, BF Goodrich Tire Manufacturing, and BAE Systems Platform Solutions. The City also provides a wide variety of recreational and cultural activities for its residents through the City’s Parks Department and many athletic teams, theaters, museums and festivals. In Forbes Magazine’s 2015 Rankings, the Fort Wayne Metropolitan Statistical Area (MSA) ranked 110th out of 200 as one of the best places for business and careers, ranked 9th in cost of doing business, ranked 111th in job growth, and ranked 152nd in education. According to Greater Fort Wayne, Inc., in 2015 there were 1,748 new jobs created with a total investment of over \$1.3 billion.

GOVERNMENTAL STRUCTURE

The City is governed by a nine-member City Council, with one representative from each of the City’s six council districts and 3 at-large members. Council members may seek unlimited four-year terms. The Mayor serves as the chief executive of the City and serves a four-year term. The City Clerk is also elected to a four-year term. Additional City departments include the following:

- | | |
|---------------------------|-------------------------------|
| 311 Call Center | Flood Control |
| Animal Care and Control | Law Department |
| City Engineering | Parks Department |
| Human Resources | Police Department |
| Purchasing | Public Works Administration |
| City Utilities Department | Radio Shop |
| Communications | Safety Village |
| Community Development | Street Department |
| Controller’s office | Transportation Administration |
| Fire Department | Weights and Measures |

The City employs 1,900 full-time, 23 regular part-time and 515 seasonal employees with union representation as follows:

<u>Union Name</u>	<u>Union Representation</u>	<u>Number of Members</u>	<u>Contract Expiration Date</u>
FOP (Fraternal Order of Police)	Police	84	12/31/17
PBA (Patrolman’s Benevolent Association)	Police	352	12/31/16
IAFF (International Assoc. of Firefighters)	Firefighters	332	12/31/16

PLANNING AND ZONING

The City has a five-member Plan Commission which is responsible for planning the development of the City and reviewing requests for rezoning, subdivision and other developmental proposals. The City also has a five-member Board of Zoning Appeals.

EDUCATION

The Fort Wayne Community School Corporation, East Allen County School Corporation, Southwest Allen County School Corporation and Northwest Allen County School Corporation serve residents of the City of Fort Wayne. Each of the School Corporations offer comprehensive academic curricula and a variety of extracurricular activities. Enrollment and employment information are reported by school administrators as follows:

	<u>2015/16 Enrollment</u>	<u>Certified Employees</u>	<u>Non-Certified Employees</u>
Fort Wayne Community School Corporation	29,654	2,102	2,251
East Allen County School Corporation	9,347	617	568
Southwest Allen County School Corporation	7,056	452	650
Northwest Allen County School Corporation	7,124	425	483

HIGHER EDUCATION

Indiana University-Purdue University at Fort Wayne, Indiana Tech, University of Saint Francis, Indiana Wesleyan, and Concordia Theological Seminary offer residents of the City the educational opportunity to pursue four-year, Master's and Doctorate's degrees. Technical education is available at Brown Mackie College, Harrison College, Ivy Tech Community College, ITT Technical Institute, International Business College, MedTech College, National College, and Trine University.

PENSION OBLIGATIONS

Public Employees' Retirement Fund

Plan Description

The Indiana Public Employees' Retirement Fund (PERF) is a defined benefit pension plan. PERF is an agent multiple-employer public employee retirement system, which provides retirement benefits to plan members and beneficiaries. All full-time employees are eligible to participate in this defined benefit plan. State statutes (IC 5-10.2 and 5-10.3) govern, through the Indiana Public Retirement System (INPRS) Board, most requirements of the system, and give the City authority to contribute to the plan. The PERF retirement benefit consists of the pension provided by employer contributions plus an annuity provided by the member's annuity savings account. The annuity savings account consists of members' contributions, set by state statute at 3 percent of compensation, plus the interest credited to the member's account. The employer may elect to make the contributions on behalf of the member.

INPRS administers the plan and issues a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole and for its participants. The report is available online at <http://www.inprs.in.gov> or may be obtained by contacting:

Indiana Public Retirement System
1 North Capitol Avenue, Suite 001
Indianapolis, IN 46204
Ph. (888) 526-1687

Funding Policy and Annual Pension Cost

PERF members are required to contribute 3 percent of their annual covered salary. The City is required to contribute at an actuarially determined rate; the rate for 2014 was 11.2 percent of annual covered payroll. The contribution requirements of plan member and the City are established and may be amended by the INPRS Board of Trustees. The City's contributions to the plan for the years ending December 31, 2014, 2013, and 2012 were \$5,785,471, \$5,654,443 and \$5,921,176 respectively, which were equal to the required contributions for each year.

1925 Police Officers' Pension Plan

Certain City employees have pensions funded under the 1925 Police Officers' Pension Plan of the State of Indiana. Provided below is a statement of pension obligations for the City as reported by the Indiana State Board of Accounts in the 2014 Annual Financial Report of the City computed on the basis of amortized cost. At December 31, 2014, the City had 7 active employees and 295 retirees and beneficiaries covered by the Plan. Beginning with property taxes payable in 2009, the State has assumed 100% of the cost of Pre-1977 Local Police Pension payments, eliminating all property tax levies associated with these costs. The employer contribution paid was \$8,003,700 for the twelve months ended December 31, 2014 which is to be later reimbursed by the State.

	<u>Actuarial Accrued Liability (AAL)</u>	<u>Actuarial Value of Assets (AVA)</u>	<u>Unfunded Actuarial Accrued Liability (UAAL)</u>	<u>Funded Ratio (AVA/AAL)</u>
City of Fort Wayne (As of 1/1/14)	\$119,826,800	\$1,612,528	(\$118,214,272)	1%

1937 Firefighters' Pension Plan

Certain City employees have pensions funded under the 1937 Firefighters' Pension Plan of the State of Indiana. Provided below is a statement of pension obligations for the City as reported by the Indiana State Board of Accounts in the 2013 Annual Financial Report of the City computed on the basis of amortized cost. At December 31, 2014, the City had no active employees and 252 retirees and beneficiaries covered by the Plan. Beginning with property taxes payable in 2009, the State has assumed 100% of the cost of Pre-1977 Local Fire Pension payments, eliminating all property tax levies associated with these costs. The employer contribution paid was \$6,215,000 for the twelve months ended December 31, 2014. This amount is currently reimbursed by the State.

	<u>Actuarial Accrued Liability (AAL)</u>	<u>Actuarial Value of Assets (AVA)</u>	<u>Unfunded Actuarial Accrued Liability (UAAL)</u>	<u>Funded Ratio (AVA/AAL)</u>
City of Fort Wayne (As of 1/1/14)	\$93,742,300	\$421,279	(\$93,321,021)	0%

Sanitary Officers' Pension Plan

Certain City employees have pensions funded under the Sanitary Officers' Pension Plan. Provided below is a statement of pension obligations for the City as reported by the Indiana State Board of Accounts in the 2014 Annual Financial Report of the City computed on the basis of amortized cost. At December 31, 2014, the City had no active employees and 19 retirees and beneficiaries covered by the Plan. The employer contribution was \$404,829 for the twelve months ended December 31, 2014.

	<u>Actuarial Accrued Liability (AAL)</u>	<u>Actuarial Value of Assets (AVA)</u>	<u>Unfunded Actuarial Accrued Liability (UAAL)</u>	<u>Funded Ratio (AVA/AAL)</u>
City of Fort Wayne (As of 1/1/15)	\$9,921,779	\$49,252	(\$9,872,527)	0%

GENERAL ECONOMIC AND FINANCIAL INFORMATION

COMMERCE AND INDUSTRY

The City of Fort Wayne is the medical center for the tri-state area. Lutheran Health Network and Parkview Health Systems are two of the largest employers in the City. The Lutheran Health Network is a combination of several facilities in the Fort Wayne area including Lutheran Hospital and St. Joseph Hospital. The facilities have a capacity of approximately 850 beds. According to Greater Fort Wayne Inc. and Community Research Institute at Indiana-University-Purdue University, Fort Wayne (IPFW), employment at Lutheran Hospital is approximately 4,301. Parkview Health Systems began as the Fort Wayne City Hospital in 1878. The Parkview Health Systems was formed in 1995 as a result of the combining of several facilities and has a total capacity of approximately 800 beds. The facility includes a 430-bed hospital and multiple specialty centers. Per Greater Fort Wayne Inc., employment is reported at 4,710 for all Allen County locations. The Veterans Administration Northern Indiana Health Care System-Fort Wayne Campus is also located in the City.

General Motors Corporation was established in Allen County in 1986. The facility is a general assembly plant, body shop, paint shop, and power house facility which produces the Chevy Silverado 1500 and GMC Sierra 1500, 2500 HD, and 3500 HD. In May 2015, GM announced plans to invest more than \$1.2 billion to expand and enhance its existing 3.3 million square-foot facility by the addition of 1.5-million-square-feet of new space at its assembly plant in Fort Wayne. The upgrades will improve the plant's efficiencies while equipment upgrades will enhance technology and energy efficiency, helping to further reduce emissions. The Fort Wayne facility employs approximately 3,909 employees.

Lincoln Financial Group, established in Fort Wayne in 1905, is a nationally recognized full-service financial services company. In addition to insurance products, the company offers security broker and dealer services and financial investment services. The company currently employs approximately 1,970.

Vera Bradley, located in Allen County, is a designer and manufacturer of luggage, handbags and accessories. On August 2, 2013, the company announced plans to invest \$26.6 million to expand its Fort Wayne operations center, creating up to 128 new jobs by 2017. The company will expand and equip its current 40,000 square foot design center by 149,000 square feet and expand its distribution center by 10,000 square feet. According to Greater Fort Wayne Inc., Vera Bradley currently employs approximately 630.

In March 2016, Walmart announced plans to build a 250,000 square-foot milk processing plant in Fort Wayne creating more than 200 jobs by the end of 2017. The plant will produce Great Value and Members Mark white and chocolate milk for more than 600 Walmart Stores and Sam's Club locations in the Midwest. Processing is expected to begin in the summer of 2017.

Dana Corporation, a manufacturer of light axles for the automotive industry, announced in June 2016 to install \$90 million in new equipment at its plant in Fort Wayne which will create 165 jobs by 2020 and retain 598 jobs. Dana plans to install the new equipment by the end of 2019.

Glenbrook Square Mall and Jefferson Pointe are regional shopping centers drawing from a 50 mile radius and are major opportunities for employment.

In June 2014, the City of Fort Wayne held a groundbreaking ceremony for the beginning of construction of the Ash Skyline Plaza and Skyline Garage downtown development project. The Ash Brokerage Corporation, the largest independently owned brokerage agency in the United States, is building a national corporate headquarters in downtown Fort Wayne to be known as Ash Skyline Plaza. Ash Brokerage's \$29 million investment includes 95,000 square feet of office space and will employ more than 200 employees downtown with an anticipated increase of 115 local jobs over the next few years. In addition, the City is investing \$39 million for the construction of a parking garage (Skyline Garage) with 1,077 parking spaces. Funding for the City's investment in the development comes from the 2016 Bonds, tax increment financing (TIF) funds through the Fort Wayne Redevelopment Commission, Legacy funds, and support from the Allen County-Fort Wayne Capital Improvement Board (CIB). The garage partially opened February 1, 2016 and the Ash Skyline Plaza is expected to be complete in November 2016. The 12-story Skyline Towers building to be built next to the headquarters will include retail space on the first floor and commercial office space for lease on the second floor. The Skyline Tower residential component will consist of 124 apartments on the ten top floors. Construction is expected to start in the Summer of 2016 and the office and retail space is anticipated to be completed in 18 months and the apartments ready three to six months later.

LARGE EMPLOYERS

Below is a list of Allen County's largest employers per Greater Fort Wayne Inc. unless otherwise noted. Because of reporting time lags and other factors inherent in collecting and reporting such information, the statistics may not reflect recent employment levels.

<u>Name</u>	<u>Year Established</u>	<u>Type of Business</u>	<u>Reported Employment</u>
Parkview Health Systems, Inc.	1878	Health care facilities	4,710
Fort Wayne Community School Corporation	-	Public education	4,353 (1)
Lutheran Health Network	1904	Health care facilities	4,301
General Motors Corporation	1986	Mfg. motor vehicles	3,909
Lincoln Financial Group	1905	Insurance provider	1,970
City of Fort Wayne	1829	City government	1,923 (2)
Allen County	1823	County government	1,605
BF Goodrich Tire Manufacturing Company	1961	Mfr. motor vehicle and bicycle tires	1,580
Indiana University-Purdue University Fort Wayne	1964	Public university	1,255
BAE Systems Platform Solutions		Aircraft Electronics	1,150

(1) Per the School Corporation. Includes 2,102 certified and 2,251 non-certified employees.

(2) Per the City. Includes 1,900 full-time, and 23 part-time employees.

EMPLOYMENT

<u>Year</u>	<u>Unemployment Rate</u>		<u>Allen County Labor Force</u>
	<u>Allen County</u>	<u>Indiana</u>	
2011	9.3%	9.1%	176,124
2012	8.4%	8.3%	173,895
2013	7.5%	7.7%	174,430
2014	5.7%	5.9%	175,720
2015	4.5%	4.8%	178,779
2016, June	4.4%	4.6%	187,914

Source: Indiana Business Research Center. Data collected as of July 26, 2016.

BUILDING PERMITS

Provided below is a summary of the number of building permits and estimated construction costs for the City of Fort Wayne.

<u>Year</u>	<u>Residential*</u>		<u>Commercial</u>	
	<u>Total Permits</u>	<u>Estimated Costs</u>	<u>Total Permits</u>	<u>Estimated Costs</u>
2011	1,605	\$44,024,077	897	\$135,440,249
2012	1,781	38,065,607	1,248	193,123,772
2013	1,423	40,595,207	1,173	254,930,321
2014	1,458	36,801,344	1,178	240,567,488
2015	1,420	35,407,930	1,185	285,537,869

*Does not include repairs, siding, roofing, and tear off permits.

Source: Allen County Building Department

POPULATION

<u>Year</u>	<u>City of Fort Wayne</u>		<u>Allen County</u>	
	<u>Population</u>	<u>Percent of Change</u>	<u>Population</u>	<u>Percent of Change</u>
1970	178,269	10.19%	280,455	20.78%
1980	172,391	-3.30%	294,335	4.95%
1990	173,072	0.40%	300,836	2.21%
2000	205,727	18.87%	331,849	10.31%
2010	253,691	23.31%	355,329	7.08%
2015, est.	260,326	2.62%	368,450	3.69%

Source: U.S. Census Bureau

AGE STATISTICS

	<u>City of Fort Wayne</u>	<u>Allen County</u>
Under 25 Years	92,812	129,449
25 to 44 Years	67,363	92,609
45 to 64 Years	63,160	91,134
65 Years and Over	30,356	42,137

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

EDUCATIONAL ATTAINMENT

<u>Years of School Completed</u>	<u>Persons 25 and Over</u>	
	<u>City of Fort Wayne</u>	<u>Allen County</u>
Less than 9th grade	4.4%	3.8%
9th to 12th grade, no diploma	7.4%	6.8%
High school graduate	29.5%	30.0%
Some college, no degree	23.7%	23.0%
Associate's degree	9.2%	9.7%
Bachelor's degree	17.1%	17.4%
Graduate or professional degree	8.7%	9.2%

Source: U.S. Census Bureau's 2010-2014 American Community Survey 5-Year Estimates

MISCELLANEOUS ECONOMIC INFORMATION

	<u>City of Fort Wayne</u>	<u>Allen County</u>	<u>Indiana</u>
Per capita income, past 12 months*	\$23,607	\$25,485	\$24,953
Median household income, past 12 months*	\$43,994	\$49,124	\$48,737
Average weekly earnings in manufacturing (4th qtr. of 2015)	N/A	\$1,216	\$1,178
Area in square miles - 2010	110.83	660.02	36,419.55
Population per square mile - 2010	2,289.0	538.4	181.0
Retail sales in 2012:			
Total retail sales	\$4,689,310,000	\$5,197,668,000	\$85,857,962,000
Sales per capita**	\$18,484	\$14,628	\$13,242
Sales per establishment	\$4,278,568	\$4,083,007	\$3,974,722

*In 2014 inflation-adjusted dollars – 5-year estimates

**Based on 2010 Population.

Source: Bureau of Census Reports and the Indiana Business Research Center. Data collected as of July 26, 2016.

<u>Employment and Earnings - Allen County 2014</u>	<u>Earnings</u> (In 1,000s)	Percent of <u>Earnings</u>	Distribution of <u>Labor Force</u>
Services	\$4,096,266	36.24%	43.35%
Manufacturing	2,090,645	18.50%	12.41%
Wholesale and retail trade	1,456,465	12.89%	15.17%
Government	1,077,320	9.53%	8.78%
Finance, insurance and real estate	932,716	8.25%	8.60%
Construction	657,888	5.82%	5.22%
Transportation and warehousing	604,872	5.35%	3.80%
Information	236,576	2.09%	1.49%
Utilities	59,115	0.52%	0.21%
Farming	51,654	0.46%	0.75%
Forestry, fishing, related activities	31,574	0.28%	0.09%
Mining	8,033	0.07%	0.13%
Totals	\$11,303,124	100.00%	100.00%

Source: Bureau of Economic Analysis and the Indiana Business Research Center. Data collected as of July 26, 2016.

<u>Adjusted Gross Income</u>	<u>Year</u>	Allen County <u>Total</u>
	2010	\$7,686,245,087
	2011	8,163,275,003
	2012	8,353,372,930
	2013	8,322,087,272
	2014	8,936,689,081

Source: Indiana Department of Revenue

SCHEDULE OF INDEBTEDNESS

The following schedule shows the outstanding indebtedness of the City and the taxing units within and overlapping its jurisdiction as of September 2, 2016, including issuance of the Bonds, as reported by the respective taxing units.

<u>Direct Debt</u>	<u>Original Par Amount</u>	<u>Final Maturity</u>	<u>Outstanding Amount</u>
Tax Supported Debt			
Redevelopment Authority Lease Rental Revenue Bonds, Series 2016	\$4,090,000 *	02/01/2030	\$4,090,000 *
Redevelopment Authority Lease Rental Revenue Refunding Bonds, Series 2014	24,970,000	02/01/2034	24,470,000
Redevelopment Authority Lease Rental Revenue Bonds, Series 2014 A	18,365,000	02/01/2034	18,090,000
Redevelopment Authority Lease Rental Revenue Refunding Bonds of 2012	25,135,000	02/01/2028	19,610,000
Redevelopment Authority Lease Rental Taxable Revenue Bonds, Series 2007B	18,235,000	02/01/2020	8,220,000
Redevelopment District Revenue Bonds, Series 2005 A-1	3,310,000	06/01/2021	1,420,000
Redevelopment District Revenue Bonds, Series 2005 A-2	6,690,000	06/01/2021	2,930,000
Redevelopment District Revenue Bonds, Series 2005B	10,000,000	12/01/2016	595,000
County Economic Development Income Tax Revenue Bonds of 2009	30,000,000	06/01/2034	24,535,000
County Economic Development Income Tax Revenue Bonds of 2005	25,000,000	12/01/2016	1,510,000
Fort Wayne Municipal Building Corporation:			
First Mortgage Revenue Bonds, Series 2009A	7,655,000	12/15/2022	4,590,000
Taxable First Mortgage Revenue Bonds, Series 2009B	8,840,000	12/15/2029	8,840,000
First Mortgage Bonds, Series 2006	20,825,000	12/15/2022	10,930,000
First Mortgage Bonds of 2005 (CEDIT)	4,215,000	12/15/2020	1,540,000
2014 Fort Wayne Infrastructure Corporation Lease (CEDIT)	30,000,000	06/15/2022	26,495,000
Park District Refunding Bonds of 2009	3,100,000	07/01/2019	1,025,000
2001 Parking Garage Revenue Bonds (secured by parking revenues)	1,700,000	01/15/2021	635,000
Capital Leases			<u>23,066,285</u>
Sub total			<u>182,591,285</u>
*Preliminary, subject to change.			
Self-Supporting Revenue Debt			
Sewage Works Revenue Bonds of 2016, Series A (SRF)	\$108,000,000	02/01/2039	\$108,000,000
Sewage Works Refunding Revenue Bonds of 2016	35,440,000	08/01/2027	35,125,000
Sewage Works Revenue Bonds of 2014, Series B (SRF)	60,872,000	08/01/2034	60,247,000
Taxable Sewage Works Revenue Bonds of 2014, Series C (SRF)	5,015,000	08/01/2034	4,820,000
Sewage Works Revenue Bonds of 2014	17,000,000	08/01/2033	15,543,000
Sewage Works Revenue Bonds of 2013, Series A	32,955,000	08/01/2024	27,140,000
Sewage Works Revenue Bonds of 2013, Series B	42,260,000	08/01/2033	42,260,000
Sewage Works Refunding Revenue Bonds of 2013	7,335,000	08/01/2018	2,765,000
Sewage Works Refunding Revenue Bonds of 2012	19,675,000	08/01/2022	12,375,000
Sewage Works Revenue Bonds of 2012, Series B	15,530,000	08/01/2027	12,515,000
Sewage Works Revenue Bonds of 2012, Series A	10,415,000	08/01/2032	8,603,000
Sewage Works Revenue Bonds of 2011, Series B	33,576,000	08/01/2031	26,667,000
Sewage Works Revenue Bonds of 2011, Series A	38,100,000	08/01/2026	30,280,000
Sewage Works Revenue Bonds, Series 2010	41,045,000	08/01/2030	33,980,000
Sewage Works Revenue Bonds of 2009B (SRF)	29,091,005	08/01/2030	22,692,236
Sewage Works Revenue Bonds of 2009A (SRF)	5,000,000	08/01/2030	3,443,758
Stormwater Management District Revenue Bonds of 2006	17,000,000	08/01/2021	6,885,000
Waterworks Revenue Bonds of 2014	63,000,000	12/01/2034	62,515,000
Waterworks Revenue Bonds of 2012	40,000,000	12/01/2032	37,340,000
Waterworks Revenue Bonds of 2011B (SRF)	26,906,000	12/01/2031	25,732,000
Waterworks Revenue Bonds of 2006 (SRF)	31,900,000	12/01/2021	15,040,000
Waterworks Revenue Bonds of 2005	16,700,000	12/01/2019	7,835,000
Waterworks Revenue Bonds of 2003	5,800,000	12/01/2017	985,000
Sub total			<u>602,787,994</u>
Total Direct Debt			<u><u>\$785,379,279</u></u>

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

(Continued on next page)

SCHEDULE OF INDEBTEDNESS

(Cont'd)

<u>Overlapping Debt</u>	<u>Total Debt</u>	<u>Percent Allocable to City (1)</u>	<u>Amount Allocable to City</u>
Tax Supported Debt			
Allen County	\$75,711,237	60.43%	\$45,752,301
Allen County Public Library (2)	30,440,000	60.43%	18,394,892
Fort Wayne-Allen County Airport Authority	6,330,000	60.43%	3,825,219
East Allen County Schools	38,620,000	11.81%	4,561,022
Fort Wayne Community Schools (3)	134,875,234	91.43%	123,316,426
Northwest Allen County Schools	92,215,000	21.68%	19,992,212
Southwest Allen County Schools	30,400,000	51.31%	<u>15,598,240</u>
Total Tax Supported Overlapping Debt			<u><u>\$231,440,312</u></u>

(1) Based upon the 2015 payable 2016 net assessed valuation of the respective taxing units.

(2) The Allen County Public Library is currently refunding \$29,735,00 of outstanding First Mortgage Bonds of 2005.

(3) Fort Wayne Community Schools is seeking referendum approval for a project that is estimated to cost no more than \$129,950,557.

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

DEBT RATIOS

The following presents the ratios relative to the tax supported indebtedness of the taxing units within and overlapping the City as of September 2, 2016, including issuance of the Bonds.

	Direct Tax Supported Debt*	Allocable Portion of All Other Overlapping Tax Supported Debt	Total Direct and Overlapping Tax Supported Debt*
	<u>\$182,591,285</u>	<u>\$231,440,312</u>	<u>\$414,031,597</u>
Per capita (1)	\$701.39	\$889.04	\$1,590.44
Percent of net assessed valuation (2)	2.21%	2.80%	5.02%
Percent of gross assessed valuation (3)	1.30%	1.65%	2.95%

*Preliminary, subject to change.

- (1) According to the U.S. Census Bureau, the 2015 estimated population of the City is 260,326.
- (2) The net assessed valuation of the City for taxes payable in 2016 is \$8,252,179,380 according to the Allen County Auditor's office.
- (3) The gross assessed valuation of the City for taxes payable in 2016 is \$14,026,571,604 according to the Allen County Auditor's office.

SCHEDULE OF HISTORICAL NET ASSESSED VALUATION

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

<u>Year Payable</u>	<u>Real Estate</u>	<u>Utilities</u>	<u>Personal Property</u>	<u>Total Taxable Value</u>
2012	\$6,926,604,669	\$202,067,060	\$924,767,221	\$8,053,438,950
2013 (1)	6,775,924,971	216,896,030	938,556,626	7,931,377,627
2014	6,919,216,739	184,830,920	953,243,640	8,057,291,299
2015	6,968,165,502	191,001,150	960,383,891	8,119,550,543
2016	7,062,757,152	190,273,620	999,148,608	8,252,179,380

- (1) Represents results of general reassessment. Changes in assessed values of real property occur periodically as a result of general reassessments scheduled by the State legislature, as well as when changes occur in the property value due to new construction or demolition of improvements. Before July 1, 2013 and before May 1 of every fourth year thereafter, county assessors will prepare and submit to the DLGF a reassessment plan for each county. The DLGF must complete its review and approval of the reassessment plan before March 1, 2015 and January 1 of each subsequent year that follows a year in which the reassessment plan is submitted by the county. The reassessment plan must divide all parcels of real property in the county into four (4) different groups of parcels. Each group of parcels must contain approximately twenty-five percent (25%) of the parcels within each class of real property in the county. All real property in each group of parcels shall be reassessed under the county's reassessment plan once during each four (4) year cycle. The reassessment of a group of parcels shall begin on May 1 of a year and shall be completed on or before January 1 of the year after the year in which the reassessment of the group of parcels begins. A county may submit a reassessment plan that provides for reassessing more than twenty-five (25%) of all parcels of real property in a particular year, and the plan may provide all parcels are to be reassessed in one (1) year provided that the plan covers a four (4) year period and all real property in each group of parcels is reassessed once during each reassessment cycle.

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

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

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

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

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

CITY OF FORT WAYNE

DETAIL OF NET ASSESSED VALUATION

As of 2015 for Taxes Payable in 2016
(As Provided by the Allen County Auditor's Office)

	<u>Fort Wayne Adams Twp</u>	<u>Fort Wayne Adams EACS</u>	<u>Fort Wayne Pleasant Twp</u>	<u>Fort Wayne St. Joseph Twp</u>	<u>Ft. Wayne Washington Twp</u>	<u>Fort Wayne Wayne Twp</u>	<u>Subtotals</u>
Gross Value of Land	\$781,100	\$79,937,600	\$2,727,800	\$723,676,500	\$649,303,700	\$614,119,970	\$2,070,546,670
Gross Value of Improvements	<u>1,994,800</u>	<u>300,294,900</u>	<u>13,027,900</u>	<u>2,619,308,100</u>	<u>1,763,562,400</u>	<u>2,633,102,324</u>	<u>7,331,290,424</u>
Total Gross Value of Real Estate	2,775,900	380,232,500	15,755,700	3,342,984,600	2,412,866,100	3,247,222,294	9,401,837,094
Less: Mortgage Exemptions, Veterans, Blind Age 65 & Other Exemptions	(230,540)	(160,537,618)	(575,834)	(1,420,054,482)	(603,479,428)	(1,010,958,258)	(3,195,836,160)
Nontaxable Property	(88,600)	(38,941,490)		(141,758,614)	(74,119,109)	(380,098,107)	(635,005,920)
TIF			<u>(11,362,120)</u>	<u>(39,627,400)</u>	<u>(49,948,800)</u>	<u>(231,565,470)</u>	<u>(332,503,790)</u>
Net Assessed Value of Real Estate	<u>2,456,760</u>	<u>180,753,392</u>	<u>3,817,746</u>	<u>1,741,544,104</u>	<u>1,685,318,763</u>	<u>1,624,600,459</u>	<u>5,238,491,224</u>
Business Personal Property	3,642,250	19,488,710	20,242,200	117,907,370	494,300,840	378,794,520	1,034,375,890
Less: Deductions	<u>(288,688)</u>	<u>(4,845,076)</u>	<u>(115,880)</u>	<u>(15,054,260)</u>	<u>(59,007,790)</u>	<u>(105,122,479)</u>	<u>(184,434,173)</u>
Net Assessed Value of Personal Property	<u>3,353,562</u>	<u>14,643,634</u>	<u>20,126,320</u>	<u>102,853,110</u>	<u>435,293,050</u>	<u>273,672,041</u>	<u>849,941,717</u>
Net Assessed Value of Utility Property	<u>3,889,300</u>	<u>6,292,340</u>	<u>1,296,110</u>	<u>28,363,500</u>	<u>31,671,590</u>	<u>103,229,740</u>	<u>174,742,580</u>
Total Net Assessed Value	<u><u>\$9,699,622</u></u>	<u><u>\$201,689,366</u></u>	<u><u>\$25,240,176</u></u>	<u><u>\$1,872,760,714</u></u>	<u><u>\$2,152,283,403</u></u>	<u><u>\$2,001,502,240</u></u>	<u><u>\$6,263,175,521</u></u>

CITY OF FORT WAYNE

DETAIL OF NET ASSESSED VALUATION
 As of 2015 for Taxes Payable in 2016
 (As Provided by the Allen County Auditor's Office)

(Cont'd)

	<u>Subtotals Carried Fwd</u>	<u>Fort Wayne Aboite Twp</u>	<u>Fort Wayne Wayne SW Fire Dist</u>	<u>Ft. Wayne Adams Twp NH Park EAC</u>	<u>Ft. Wayne Pleasant - Fire</u>	<u>Ft. Wayne Perry Twp</u>	<u>Ft. Wayne Milan Twp</u>	<u>Total</u>
Gross Value of Land	\$2,070,546,670	\$426,677,200	\$50,999,300	\$20,832,800	\$8,449,400	\$145,961,500	\$329,900	\$2,723,796,770
Gross Value of Improvements	<u>7,331,290,424</u>	<u>1,766,702,900</u>	<u>108,413,200</u>	<u>74,537,500</u>	<u>36,753,800</u>	<u>571,358,800</u>	<u>1,875,400</u>	<u>9,890,932,024</u>
Total Gross Value of Real Estate	9,401,837,094	2,193,380,100	159,412,500	95,370,300	45,203,200	717,320,300	2,205,300	12,614,728,794
Less: Mortgage Exemptions, Veterans, Blind Age 65 & Other Exemptions	(3,195,836,160)	(875,219,348)	(38,918,762)	(26,057,973)	(2,183,155)	(328,600,096)	(333,300)	(4,467,148,794)
Nontaxable Property	(635,005,920)	(51,960,900)	(3,011,000)	(261,600)	(1,116,000)	(11,639,498)		(702,994,918)
TIF	<u>(332,503,790)</u>	<u>(5,288,920)</u>	<u>(17,648,620)</u>	<u>(2,993,600)</u>	<u>(23,393,000)</u>			<u>(381,827,930)</u>
Net Assessed Value of Real Estate	<u>5,238,491,224</u>	<u>1,260,910,932</u>	<u>99,834,118</u>	<u>66,057,127</u>	<u>18,511,045</u>	<u>377,080,706</u>	<u>1,872,000</u>	<u>7,062,757,152</u>
Business Personal Property	1,034,375,890	85,773,850	12,761,540	22,604,210	39,991,690	26,040,700	21,310	1,221,569,190
Less: Deductions	<u>(184,434,173)</u>	<u>(5,350,320)</u>	<u>(28,970)</u>	<u>(8,307,769)</u>	<u>(9,321,770)</u>	<u>(14,977,580)</u>		<u>(222,420,582)</u>
Net Assessed Value of Personal Property	<u>849,941,717</u>	<u>80,423,530</u>	<u>12,732,570</u>	<u>14,296,441</u>	<u>30,669,920</u>	<u>11,063,120</u>	<u>21,310</u>	<u>999,148,608</u>
Net Assessed Value of Utility Property	<u>174,742,580</u>	<u>11,843,280</u>	<u>439,170</u>	<u>557,450</u>	<u>153,960</u>	<u>2,532,040</u>	<u>5,140</u>	<u>190,273,620</u>
Total Net Assessed Value	<u><u>\$6,263,175,521</u></u>	<u><u>\$1,353,177,742</u></u>	<u><u>\$113,005,858</u></u>	<u><u>\$80,911,018</u></u>	<u><u>\$49,334,925</u></u>	<u><u>\$390,675,866</u></u>	<u><u>\$1,898,450</u></u>	<u><u>\$8,252,179,380</u></u>

COMPARATIVE SCHEDULE OF CERTIFIED TAX RATES

Per \$100 of Net Assessed Valuation

	<u>Year Taxes Payable</u>				
	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Detail of Certified Tax Rate:					
General	\$0.6666	\$0.6438	\$0.7700	\$0.7068	\$0.7460
Sanitary Officers Pension	0.0054	0.0043	0.0063	0.0071	0.0071
Community Services	0.0001	0.0001	0.0001	0.0001	0.0001
Fire	0.4927	0.5424	0.4883	0.5557	0.5249
Park	0.1557	0.1451	0.1824	0.1991	0.1951
Redevelopment-General	0.0069	0.0054	0.0078	0.0091	0.0087
Cumulative Capital Development			0.0167	0.0327	0.0493
Totals	<u>\$1.3274</u>	<u>\$1.3411</u>	<u>\$1.4716</u>	<u>\$1.5106</u>	<u>\$1.5312</u>

Total District Certified Tax Rate (1)

Fort Wayne - Adams Twp.	\$3.0611	\$3.2163	\$3.4058	\$3.4361	\$3.4127
Fort Wayne - Adams Twp - EACS	\$3.0460	\$3.1230	\$3.3190	\$3.3089	\$3.3053
Fort Wayne - Pleasant Twp.	\$3.0305	\$3.1850	\$3.3684	\$3.3998	\$3.3750
Fort Wayne - St. Joseph Twp.	\$3.0422	\$3.1955	\$3.3788	\$3.4129	\$3.3879
Fort Wayne - Washington Twp.	\$3.0261	\$3.1821	\$3.3674	\$3.3979	\$3.3722
Fort Wayne - Wayne Twp.	\$3.1537	\$3.3124	\$3.4825	\$3.5329	\$3.5045
Fort Wayne - Aboite Twp.	\$3.2051	\$3.2288	\$3.3887	\$3.3286	\$3.3157
Fort Wayne - Wayne SW Fire District	\$2.8255	\$2.9335	\$3.1691	\$3.1541	\$3.1522
Fort Wayne - Adams Twp NH Park EACS	\$3.0637	\$3.1548	\$3.3208	\$3.2931	\$3.3154
Fort Wayne - Pleasant Twp. - Fire	\$2.7023	\$2.8061	\$3.0550	\$3.0210	\$3.0227
Fort Wayne - Perry Twp.	\$3.6028	\$3.7450	\$3.8485	\$3.7249	\$3.7016
Fort Wayne - Milan Twp.	\$3.0149	\$3.0917	\$3.2829	\$3.2723	\$3.2663

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

Source: DLGF Certified Budget Orders for the City.

PROPERTY TAXES LEVIED AND COLLECTED

<u>Collection Year</u>	<u>Certified Taxes Levied</u>	<u>Circuit Breaker Tax Credit</u> (1)	<u>Certified Taxes Levied Net of Circuit Breaker Tax Credit</u>	<u>Taxes Collected</u>	<u>Collected as Percent of Gross Levy</u>	<u>Collected as Percent of Net Levy</u>
2011	\$106,024,105	(\$13,070,235)	\$92,953,870	\$93,859,438	88.53%	100.97%
2012	106,017,165	(13,588,881)	92,428,284	92,021,666	86.80%	99.56%
2013	106,014,996	(15,129,368)	90,885,628	90,342,162	85.22%	99.40%
2014	116,765,804	(16,724,107)	100,041,697	100,282,745	85.88%	100.24%
2015	121,205,513	(18,570,414)	102,635,099	103,015,659	84.99%	100.37%

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

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

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

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

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

LARGE TAXPAYERS

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

<u>Name</u>	<u>Type of Business</u>	<u>2015/2016 Net Assessed Valuation</u>	<u>Percent of Total Net Assessed Valuation (1)</u>
IOM Health System LP	Health care	\$169,895,925	2.06%
GGP-Glenbrook LLC	Retail mall	166,299,360	2.02%
Indiana Michigan Power Company	Electric utility	71,510,910	0.87%
Frontier North Inc.	Telephone utility	71,490,880	0.87%
St Joseph Health System LLC	Health care	67,280,643	0.82%
Frontier Communications Online & LD	Wired communications carrier	67,097,950	0.81%
Wal-Mart Stores East LP (2)	Retail store	64,808,250	0.79%
Canterbury Green Apartments LLC	Apartments	61,179,000	0.74%
IMI Jefferson Pointe LLC	Real estate development	52,928,600	0.63%
Edward Rose of Indiana	Apartments	<u>46,592,160</u>	<u>0.56%</u>
Totals		<u><u>\$839,083,678</u></u>	<u><u>10.17%</u></u>

- (1) The total net assessed valuation of the City is \$8,252,179,380 for taxes payable in 2016, according to the Allen County Auditor's office.
- (2) Located in a tax increment financing ("TIF") allocation area; therefore, all or a portion of the taxes are captured as TIF and not distributed to individual taxing units.

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

The following financial statements on pages A-18 - A-23 are excerpts from the City's 2013, 2014, and 2015 audit reports of the Indiana State Board of Accounts. Consequently, these schedules do not include all disclosures required by generally accepted accounting principles. Complete audits will be furnished upon request. Current reports are available at <http://www.in.gov/sboa/resources/reports/audit/>.

CITY OF FORT WAYNE

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS

For the Year Ended December 31, 2013

	<u>General</u>	<u>Highways and Streets</u>	<u>CEDIT</u>	<u>Parks</u>	<u>Fire</u>	<u>Redevelopment</u>	<u>Community Legacy</u>	<u>Non-major Governmental Funds</u>	<u>Total Governmental Funds</u>
Revenues:									
Taxes	\$61,428,501	\$4,353,025	\$21,586,815	\$11,029,223	\$39,248,870	\$10,626,522		\$1,007,411	\$149,280,367
Special assessments								151,990	151,990
Licenses and permits	2,172,856			51,111				1,204,499	3,428,466
Intergovernmental	2,328,262	10,368,639	800					10,383,964	23,081,665
Charges for services	2,580,565	424,688	729	3,432,204	12,222	541,880		1,976,359	8,968,647
Fines and forfeits	357,518				10,743			1,671,820	2,040,081
Other	694,437	232,603	514,293	1,034,797	35,132	1,554,158	\$5,058,125	4,778,556	13,902,101
Total revenues	69,562,139	15,378,955	22,102,637	15,547,335	39,306,967	12,722,560	5,058,125	21,174,599	200,853,317
Expenditures:									
Current:									
General government	12,878,315						3,298,490	2,236,705	18,413,510
Public safety	55,095,621				39,546,635			9,765,521	104,407,777
Highways and streets	5,962,245	15,962,575						1,379,010	23,303,830
Health and welfare	2,596,421							285,635	2,882,056
Economic opportunity	621,307							475,980	1,097,287
Economic development	4,078,380							433,606	4,511,986
Culture and recreation				17,502,472					17,502,472
Urban redevelopment and housing						7,026,939		4,568,857	11,595,796
Debt service:									
Principal			7,295,000			2,160,000		2,210,000	11,665,000
Interest			2,133,218			2,403,118		1,656,681	6,193,017
Capital outlay			10,625,469					6,400,704	17,026,173
Total expenditures	81,232,289	15,962,575	20,053,687	17,502,472	39,546,635	11,590,057	3,298,490	29,412,699	218,598,904

(Continued on next page)

CITY OF FORT WAYNE

(Cont'd)

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS

For the Year Ended December 31, 2013

	<u>General</u>	<u>Highways and Streets</u>	<u>CEDIT</u>	<u>Parks</u>	<u>Fire</u>	<u>Redevelopment</u>	<u>Community Legacy</u>	<u>Non-major Governmental Funds</u>	<u>Total Governmental Funds</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(\$11,670,150)</u>	<u>(\$583,620)</u>	<u>\$2,048,950</u>	<u>(\$1,955,137)</u>	<u>(\$239,668)</u>	<u>\$1,132,503</u>	<u>\$1,759,635</u>	<u>(\$8,238,100)</u>	<u>(\$17,745,587)</u>
Other financing sources (uses):									
Transfers in	12,035,399	1,166,040	3,610,000	750,000		7,701,372		8,085,220	33,348,031
Transfers out	(3,485,873)		(10,918,521)		(150,000)	(5,784,035)		(4,727,083)	(25,065,512)
Loans issued								1,750,000	1,750,000
Capital leases issued								6,100,000	6,100,000
Total other financing sources (uses)	<u>8,549,526</u>	<u>1,166,040</u>	<u>(7,308,521)</u>	<u>750,000</u>	<u>(150,000)</u>	<u>1,917,337</u>		<u>11,208,137</u>	<u>16,132,519</u>
Net change in fund balances	(3,120,624)	582,420	(5,259,571)	(1,205,137)	(389,668)	3,049,840	1,759,635	2,970,037	(1,613,068)
Fund balances - beginning	8,242,667	3,910,266	11,524,319	6,693,382	1,017,328	43,315,995	66,919,215	26,746,321	168,369,493
Prior period adjustment (Note 14)	<u>(1,875,262)</u>	<u>(287,993)</u>		<u>(253,422)</u>	<u>(1,036,565)</u>	<u>(17,600)</u>		<u>(227,517)</u>	<u>(3,698,359)</u>
Fund balances - beginning, as restated	<u>6,367,405</u>	<u>3,622,273</u>	<u>11,524,319</u>	<u>6,439,960</u>	<u>(19,237)</u>	<u>43,298,395</u>	<u>66,919,215</u>	<u>26,518,804</u>	<u>164,671,134</u>
Fund balances - ending	<u>\$3,246,781</u>	<u>\$4,204,693</u>	<u>\$6,264,748</u>	<u>\$5,234,823</u>	<u>(\$408,905)</u>	<u>\$46,348,235</u>	<u>\$68,678,850</u>	<u>\$29,488,841</u>	<u>\$163,058,066</u>

CITY OF FORT WAYNE

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS

For the Year Ended December 31, 2014

	<u>General</u>	<u>Highways and Streets</u>	<u>CEDIT</u>	<u>Parks</u>	<u>Fire</u>	<u>Redevelopment</u>	<u>Community Legacy</u>	<u>Non-major Governmental Funds</u>	<u>Total Governmental Funds</u>
Revenues:									
Taxes	\$70,722,484	\$4,509,289	\$23,407,698	\$13,436,506	\$37,374,452	\$9,737,304		\$6,985,904	\$166,173,637
Special assessments								695,473	695,473
Licenses and permits	2,485,658			51,680				1,359,828	3,897,166
Intergovernmental	2,340,113	11,896,736	1,320					9,078,076	23,316,245
Charges for services	3,036,138	134,729		3,848,950	10,476	543,958	280,917	1,492,838	9,348,006
Fines and forfeits	357,463				12,552			2,178,366	2,548,381
Other	767,506	171,594	34,587	1,389,452	52,791	8,132,235	\$3,516,472	3,482,481	17,547,118
	<u>79,709,362</u>	<u>16,712,348</u>	<u>23,443,605</u>	<u>18,726,588</u>	<u>37,450,271</u>	<u>18,413,497</u>	<u>3,797,389</u>	<u>25,272,966</u>	<u>223,526,026</u>
Total revenues									
Expenditures:									
Current:									
General government	12,603,401				37,324,636		7,318,462	2,694,168	59,940,667
Public safety	51,935,310							13,141,191	65,076,501
Highways and streets	11,229,736	19,881,544						1,359,903	32,471,183
Health and welfare	2,655,510							315,710	2,971,220
Economic opportunity	646,234							377,440	1,023,674
Economic development	4,230,462							416,974	4,647,436
Culture and recreation				19,094,469					19,094,469
Urban redevelopment and housing						8,825,182		3,814,609	12,639,791
Debt service:									
Principal			6,325,000			2,445,197		2,785,000	11,555,197
Interest and other charges			1,888,881			2,289,639		2,061,769	6,240,289
Capital outlay			6,862,062					14,267,844	21,129,906
	<u>83,300,653</u>	<u>19,881,544</u>	<u>15,075,943</u>	<u>19,094,469</u>	<u>37,324,636</u>	<u>13,560,018</u>	<u>7,318,462</u>	<u>41,234,608</u>	<u>236,790,333</u>
Total expenditures									

(Continued on next page)

CITY OF FORT WAYNE

(Cont'd)

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS

For the Year Ended December 31, 2014

	<u>General</u>	<u>Highways and Streets</u>	<u>CEDIT</u>	<u>Parks</u>	<u>Fire</u>	<u>Redevelopment</u>	<u>Community Legacy</u>	<u>Non-major Governmental Funds</u>	<u>Total Governmental Funds</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(\$3,591,291)</u>	<u>(\$3,169,196)</u>	<u>\$8,367,662</u>	<u>(\$367,881)</u>	<u>\$125,635</u>	<u>\$4,853,479</u>	<u>(\$3,521,073)</u>	<u>(\$15,961,642)</u>	<u>(\$13,264,307)</u>
Other financing sources (uses):									
Transfers in	8,445,732	3,977,854	3,155,845	2,781,659		16,779,192	73,276	17,720,925	52,934,483
Transfers out	(2,318,848)		(8,675,493)	(2,534,191)	(150,000)	(10,650,650)	(6,700,000)	(13,365,568)	(44,394,750)
Issuance of debt								30,000,000	30,000,000
Capital leases issued								7,950,000	7,950,000
Total other financing sources (uses)	<u>6,126,884</u>	<u>3,977,854</u>	<u>(5,519,648)</u>	<u>247,468</u>	<u>(150,000)</u>	<u>6,128,542</u>	<u>(6,626,724)</u>	<u>42,305,357</u>	<u>46,489,733</u>
Net change in fund balances	<u>2,535,593</u>	<u>808,658</u>	<u>2,848,014</u>	<u>(120,413)</u>	<u>(24,365)</u>	<u>10,982,021</u>	<u>(10,147,797)</u>	<u>26,343,715</u>	<u>33,225,426</u>
Fund balances - beginning	<u>3,246,781</u>	<u>4,204,693</u>	<u>6,264,748</u>	<u>5,234,823</u>	<u>(408,905)</u>	<u>46,348,235</u>	<u>68,678,850</u>	<u>29,488,841</u>	<u>163,058,066</u>
Fund balances - ending	<u>\$5,782,374</u>	<u>\$5,013,351</u>	<u>\$9,112,762</u>	<u>\$5,114,410</u>	<u>(\$433,270)</u>	<u>\$57,330,256</u>	<u>\$58,531,053</u>	<u>\$55,832,556</u>	<u>\$196,283,492</u>

CITY OF FORT WAYNE

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS

For the Year Ended December 31, 2015

	<u>General</u>	<u>Highways and Streets</u>	<u>CEDIT</u>	<u>Parks</u>	<u>Fire</u>	<u>Redevelopment</u>	<u>Community Legacy</u>	<u>Non-major Governmental Funds</u>	<u>Total Governmental Funds</u>
Revenues:									
Taxes	\$67,570,865	\$4,509,548	\$23,036,274	\$15,094,513	\$41,005,926	\$12,764,556		\$8,226,640	\$172,208,322
Special assessments								144,368	144,368
Licenses and permits	2,284,376			49,091				1,248,522	3,581,989
Intergovernmental	2,316,209	11,953,110	4,000,160			8,878		9,460,353	27,738,710
Charges for services	2,271,753	159,966		4,411,879	9,797	572,246		5,425,822	12,851,463
Fines and forfeits	278,777				13,888			3,288,986	3,581,651
Other	773,871	91,330	131,417	1,040,590	66,711	2,272,244	\$3,381,046	3,589,406	11,346,615
	<u>75,495,851</u>	<u>16,713,954</u>	<u>27,167,851</u>	<u>20,596,073</u>	<u>41,096,322</u>	<u>15,617,924</u>	<u>3,381,046</u>	<u>31,384,097</u>	<u>231,453,118</u>
Total revenues									
Expenditures:									
Current:									
General government	13,110,019						7,381,782	2,751,255	23,243,056
Public safety	52,676,419				38,204,425			14,134,672	105,015,516
Highways and streets	11,145,289	18,173,838						3,568,192	32,887,319
Health and welfare	2,688,430							193,029	2,881,459
Economic opportunity	676,714							431,538	1,108,252
Economic development	4,096,251							450,040	4,546,291
Culture and recreation				20,434,813					20,434,813
Urban redevelopment and housing						43,053,988		4,443,642	47,497,630
Debt service:									
Principal			6,570,000			2,650,000		4,140,000	13,360,000
Interest and other charges			1,639,450			1,624,276		2,191,700	5,455,426
Capital outlay			7,442,843					17,438,832	24,881,675
	<u>84,393,122</u>	<u>18,173,838</u>	<u>15,652,293</u>	<u>20,434,813</u>	<u>38,204,425</u>	<u>47,328,264</u>	<u>7,381,782</u>	<u>49,742,900</u>	<u>281,311,437</u>
Total expenditures									

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CITY OF FORT WAYNE

(Cont'd)

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS

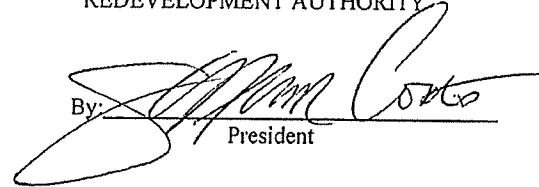
For the Year Ended December 31, 2015

	<u>General</u>	<u>Highways and Streets</u>	<u>CEDIT</u>	<u>Parks</u>	<u>Fire</u>	<u>Redevelopment</u>	<u>Community Legacy</u>	<u>Non-major Governmental Funds</u>	<u>Total Governmental Funds</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(\$8,897,271)</u>	<u>(\$1,459,884)</u>	<u>\$11,515,558</u>	<u>\$161,260</u>	<u>\$2,891,897</u>	<u>(\$31,710,340)</u>	<u>(\$4,000,736)</u>	<u>(\$18,358,803)</u>	<u>(\$49,858,319)</u>
Other financing sources (uses):									
Transfers in	13,198,382	966,040	3,611,770	1,689,818		8,914,897	15,745	31,951,997	60,348,649
Transfers out	(3,403,660)		(13,614,057)	(1,689,818)	(75,000)	(7,320,779)		(24,886,666)	(50,989,980)
Capital leases issued						18,365,000		2,500,000	20,865,000
Total other financing sources (uses)	<u>9,794,722</u>	<u>966,040</u>	<u>(10,002,287)</u>	<u>0</u>	<u>(75,000)</u>	<u>19,959,118</u>	<u>15,745</u>	<u>9,565,331</u>	<u>30,223,669</u>
Net change in fund balances	897,451	(493,844)	1,513,271	161,260	2,816,897	(11,751,222)	(3,984,991)	(8,793,472)	(19,634,650)
Fund balances - beginning	<u>5,782,374</u>	<u>5,013,351</u>	<u>9,112,762</u>	<u>5,114,410</u>	<u>(433,270)</u>	<u>57,330,256</u>	<u>58,531,053</u>	<u>55,832,556</u>	<u>196,283,492</u>
Fund balances - ending	<u><u>\$6,679,825</u></u>	<u><u>\$4,519,507</u></u>	<u><u>\$10,626,033</u></u>	<u><u>\$5,275,670</u></u>	<u><u>\$2,383,627</u></u>	<u><u>\$45,579,034</u></u>	<u><u>\$54,546,062</u></u>	<u><u>\$47,039,084</u></u>	<u><u>\$176,648,842</u></u>


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

This Official Statement and its execution are duly authorized.

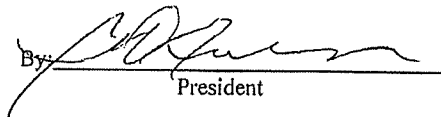
CITY OF FORT WAYNE
REDEVELOPMENT AUTHORITY

By: 
President

Attest:


Secretary-Treasurer

CITY OF FORT WAYNE
REDEVELOPMENT COMMISSION

By: 
President

Attest:


Secretary

APPENDIX B

UMBAUGH

H. J. Umbaugh & Associates
Certified Public Accountants, LLP
112 IronWorks Avenue
Suite C
Mishawaka, IN 46544
Phone: 574-935-5178
Fax: 574 935-5928
www.umbaugh.com

September 23, 2016

Members of the Fort Wayne, Indiana
Redevelopment Authority
200 East Berry Street
Fort Wayne, Indiana 46802

Re: \$4,090,000* Lease Rental Revenue Bonds, Series 2016

In connection with the issuance of \$4,090,000* principal amount of Redevelopment Authority Lease Rental Revenue Bonds, Series 2016, we have, at your request, prepared this Special Purpose Report (the "Report") and the following schedules for inclusion in the Preliminary Official Statement dated September 23, 2016:

Page(s)

B-2 - B-8	General Comments
B-9	Estimated Project Costs and Funding
B-10	Preliminary Amortization of \$4,090,000* Principal Amount of Redevelopment Authority Lease Rental Revenue Bonds, Series 2016
B-11	Comparison of Lease Rentals and Estimated Revenues
B-12	Estimated Annual TIF Revenues Available for Bond Lease Rentals
B-13 - B-14	Estimated Annual Existing Real Property Tax Increment Revenues
B-15 - B-16	Estimated Annual Tax Increment Revenues from the Proposed Development
B-17	Historical Tax Increment Collections
B-18	Top Ten Taxpayers in the Civic Center Urban Renewal Area
B-19	Amortization of \$19,610,000 Outstanding Amount of Redevelopment Authority Lease Rental Revenue Refunding Bonds, Series 2012
B-20	Amortization of \$18,350,000 Outstanding Principal Amount of Redevelopment Authority Lease Rental Revenue Bonds, Series 2014A

*Preliminary, subject to change.

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



FORT WAYNE (INDIANA) REDEVELOPMENT AUTHORITY

GENERAL COMMENTS

The City of Fort Wayne, Indiana (the “City”) Redevelopment Authority (the “Authority”) is issuing \$4,090,000* of Lease Rental Revenue Bonds, Series 2016 (the “2016 Bonds”) for the purpose of financing the acquisition, construction and equipping of certain local public improvements which consist of all or any portion of the acquisition, construction and installation of the following site improvements: earthwork and site utility improvements, compacted aggregate pier foundation system, and structural and miscellaneous steel framing and steel erection (the “2016 Project”), as part of the construction of a retail, office and residential building (the “Project”) and to pay capitalized interest and 2016 Bond issuance expenses. The City and Allen County Capital Improvement Board (the “CIB”) have each pledged funds to be applied also to the costs of construction of the Project. The 2016 Project will be leased to the City’s Redevelopment Commission (the “Commission”) and is located in the Civic Center Urban Renewal Area (the “Area”).

Pursuant to a Lease entered into between the Authority and the City’s Redevelopment Commission (the “Commission”) dated as of August 1, 2014, as amended by the Addendum to Lease dated February 24, 2016, and as further amended by the Second Addendum to Lease dated October 19, 2016 (as amended, the “Lease”) and a Trust Agreement between the Authority and U.S. Bank National Association, Indianapolis, Indiana (the “Trustee”) dated as of July 1, 2014 and amended by the First Supplemental Trust Agreement dated October 1, 2016 (as amended, the “Trust Agreement”), the 2016 Bonds, along with the Authority’s 2014 Bonds (as defined herein), are payable from semiannual lease rental payments (the “Lease Rentals”) to be paid by the Commission directly to the Trustee. The Lease Rentals shall be used to pay the principal of and interest on the 2016 Bonds and the Authority’s Lease Rental Revenue Bonds, Series 2014A (the “2014 Bonds”) and are payable from Tax Increment revenues (herein defined) collected in the Civic Center Urban Renewal Area (the “Area”) (the “TIF Revenues”), along with other revenues made available to the Commission including revenues from the Allen County Capital Improvement Board (the “CIB Revenues”)(collectively, the “Revenues”). To the extent that the Revenues are insufficient, the Commission shall levy a special benefits tax (an ad valorem property tax) on all property in the City of Fort Wayne Redevelopment District (the “District”) in an amount which, together with the aforementioned funds, will be sufficient to pay the Lease Rentals as they become due and payable (the “Special Tax”). The District is coterminous with the City. Additional security will be provided through the funding of a lease rental reserve fund from the Legacy Fund (herein defined) of the City from which funds have been pledged by the Common Council of the City for such purpose.

The Common Council established the Community Trust Fund in 1975 to account for a portion of the proceeds received from a private utility leasing the assets of the Electric Utility. In 2012, the Common Council amended the authorizing ordinance to require that the settlement funds be placed into the Community Legacy Fund (the “Legacy Fund”) to be used for transformational investment and to leverage additional resources.

The City currently has \$19,610,000 of outstanding Redevelopment Authority Lease Rental Revenue Refunding Bonds, Series 2012 (the “2012 Bonds”), for which the Commission uses \$1,434,575 in TIF Revenues annually to make lease rental payments on the 2012 Bonds.

The purpose of this Special Purpose Report (the “Report”) is to provide an estimate of the TIF Revenues that would be available to make the 2016 Lease Rental payments due on the 2016 Bonds. This Report contains forward-looking information. Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual TIF Revenues to differ from the estimates. See “Risks to Bondholders” herein.

For additional information concerning the TIF Revenues and the 2016 Bonds, refer to the Preliminary Official Statement dated September 23, 2016, the Bond Resolution contained in Appendix C, the Summary of the Lease contained in Appendix D, and the Summary of Certain Provisions of the Trust Agreement contained in Appendix E.

*Preliminary, subject to change.

(Continued on next page)

GENERAL COMMENTSBackground Information Concerning the Area and the TIF Revenues

The Commission established the Civic Center Urban Renewal Area by adopting a Declaratory Resolution in 1977. The Commission has since amended the Area in 1981, 1982, 1986, 1987, 1991, 1995, 1997, 1999, 2001, and 2002. The Commission plans to capture the Tax Increment (hereinafter defined) from the existing and proposed real property improvements in the Area to pay the Lease Rentals.

Tax Increment: Definition and Procedures

Tax Increment consists of the tax proceeds attributable to all non-residential real property and (if designated) certain depreciable personal property assessed value within the Area, as of the assessment date in excess of the base assessed value as defined in IC 36-7-14-39(a). The base assessed value means the net assessed value of all the property in an allocation area as finally determined for the assessment date immediately preceding the effective date of a declaratory resolution adopted pursuant to Indiana Code § 36-7-14-39 establishing an allocation area. The Department of Local Government Finance (“DLGF”) is required to adjust the base net assessed value after a general reassessment of property and after each annual trending of property values for the purpose of neutralizing the effects on Tax Increment.

The incremental assessed values are determined by subtracting the base net assessed values from the current net assessed values as of the assessment dates. The incremental assessed values are then multiplied by the current property tax rate, exclusive of any rate established by referendum, to determine the Tax Increment (the “Tax Increment”). After property taxes are paid to the county treasurer on or before each May 10 and November 10, such taxes are paid over to the county auditor who, based on previous year’s certification, pays the portion of property tax receipts which represents Tax Increment into an allocation fund on or before June 30 or December 31.

Ind. Code § 6-1.1-21.2 allows several methods of replacing lost Tax Increment caused by legislative or administrative changes (to the extent it causes Tax Increment to be inadequate to pay debt service and contractual obligations), including a property tax levy imposed on the District (the “TIF Replacement Levy”). It is not currently anticipated that such a shortfall will occur, and, therefore, no TIF Replacement Levy was assumed in the Tax Increment estimates provided in this Report.

For additional information on Tax Increment and TIF Revenues as they relate to the 2016 Bonds, please refer to the “Procedures for Property Assessment, Tax Levy and Collection”, “Circuit Breaker Tax Credit”, and “Intercept Program” in the Preliminary Official Statement dated September 23, 2016.

Circuit Breaker

Article 10, Section 1 of the Constitution of the State of Indiana (the “Constitutional Provision”) provides that, for property taxes first due and payable in 2012 and thereafter, the Indiana General Assembly shall, by law, limit a taxpayer’s property tax liability to a specified percentage of the gross assessed value of the taxpayer’s real and personal property. Indiana Code § 6-1.1-20.6 (the “Statute”) authorizes such limits in the form of a tax credit for all property taxes in an amount that exceeds the gross assessed value of real and personal property eligible for the credit (the “Circuit Breaker Tax Credit”). For property assessed as a homestead (as defined in Indiana Code § 6-1.1-12-37), the Circuit Breaker Tax Credit is equal to the amount by which the property taxes attributable to the homestead exceed 1% of the gross assessed value of the homestead. Property taxes attributable to the gross

GENERAL COMMENTSTax Increment: Definition and Procedures (Cont'd)

assessed value of other residential property, agricultural property, and long-term care facilities are limited to 2.0% of the gross assessed value, and property taxes attributable to other non-residential real property and personal property are limited to 3.0% of the gross assessed value. The Statute provides additional property tax limits for property taxes paid by certain senior citizens.

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

The Tax Increment is estimated to be reduced by the Circuit Breaker Tax Credit as shown herein. There can be no assurance that the levies and tax rates of the City and overlapping taxing units will not increase in some future year causing the Circuit Breaker Tax Credit to be further applied to property taxpayers' tax bills.

According to the DLGF, the Circuit Breaker Tax Credit allocable to the City for budget years 2014 and 2015 were \$16,724,107 and \$18,570,414, respectively. The Circuit Breaker Tax Credit for budget year 2016 is \$18,991,799. These amounts do not include the estimated debt service on the 2016 Bonds and Lease Rentals on the Lease securing the 2016 Bonds.

Risks to Bondholders

Prospective investors in the 2016 Bonds should be aware that there are risk factors associated with the 2016 Bonds:

- (1) The principal of and interest on the 2016 Bonds are payable only from Lease Rentals on a parity with the 2014 Bonds, which Lease Rentals are received by the Trustee on behalf of the Authority from the Commission pursuant to the Lease. The Authority has no taxing power. The Authority has no source of funds from which to pay debt service on the 2016 Bonds except monies collected from Lease Rentals and funds held under the Trust Agreement. The Trustee will have funds from capitalized interest and earnings thereon, to pay interest due through and including February 1, 2018.
 - (a) According to the Lease, the Lease Rentals with respect to the 2016 Project will commence on the date of completion or July 15, 2018, whichever is later. 2016 Bond proceeds will be held by the Trustee in the Bond Interest Account to pay interest on the 2016 Bonds through and including February 1, 2018. In the event the 2016 Project is not completed, the Commission cannot pay the Lease Rentals with respect to the 2016 Project. The Authority expects to complete the 2016 Project by the December 31, 2017.
 - (b) If, for any reason, the 2016 Project is damaged or destroyed and unavailable for use, the Commission would no longer be able to pay Lease Rentals with respect to the 2016 Project. In addition, if the 2016 Project should ever be substantially or totally destroyed, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or in part, for use or occupancy by the Commission, the Commission and the Authority agree to substitute other public improvements of similar value as the 2016 Project, which substitute improvements will then constitute the 2016 Project under the Lease. In addition, the proceeds of any property and/or casualty insurance claim for the 2016 Project would be used either to reconstruct the 2016 Project or to retire obligations issued to finance the 2016 Project. To the extent that the damaged or destroyed 2016 Project is not replaced or repaired, the Commission will

(Continued on next page)

GENERAL COMMENTSRisks to Bondholders (Cont'd)

be unable to pay the Lease Rentals attributable to the damaged or destroyed 2016 Project, and the Authority would have insufficient funds to pay debt service on the outstanding 2016 Bonds.

(2) Risks Associated with the Special Benefits Tax: There are risk factors associated with the Special Benefits Tax.

- (a) *Tax Collection*. In the event of delayed billing, collection or distribution by the County Auditor of ad valorem property taxes, including the Special Benefits Tax levied on the District, sufficient funds may not be available to the Commission in time to pay the Lease Rentals when due. This risk is inherent in all property tax-supported obligations.

The Lease Rental Reserve Fund established pursuant to the Trust Agreement helps to mitigate this timing risk, but does not eliminate it.

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

IC § 6-1.1-20.6-10 requires political subdivisions to fully fund any levies for the payment of outstanding debt service or lease rental obligations regardless of any reduction in property tax collections due to the application of the Circuit Breaker Tax Credit. IC § 6-1.1-20.6-9.8 further provides that property taxes imposed by a political subdivision to pay for debt service obligations of a political subdivision (including lease rental payments on leases) are “protected taxes.” If property tax collections are insufficient to fully fund debt service or lease rental levies due to the Circuit Breaker Tax Credit, political subdivisions must use non-property tax revenues or revenues from property tax levies for other funds (including operating) to offset revenue loss to the debt service fund. See “Procedures for Property Assessment, Tax Levy and Collection” and “Circuit Breaker Tax Credit” in the Preliminary Official Statement dated September 23, 2016.

(3) Risks Associated with Tax Increment: The Commission will pay Lease Rentals from the Revenues and, if necessary, from the Special Benefits Tax levied in the District. There are certain risks associated with Tax Increment. The estimated Tax Increment available to pay Lease Rentals is based on capturing all incremental real property tax revenues in the Area and is based on projected developments that have not yet been constructed. The estimate of Tax Increment is dependent on certain assumptions as to future events, the occurrence of which cannot be guaranteed. There are certain risks associated with Tax Increment, which include but are not limited to the following:

- (a) *General Risks of Tax Increment include*: (i) destruction of property in the Area caused by natural disaster; (ii) delinquent taxes or adjustments of or appeals on assessments by property owners in the Area; (iii) a decrease in the assessed value of properties in the Area due to increases in depreciation, obsolescence or other factors by the assessor; (iv) acquisition of property in the Area by a tax-exempt entity; (v) removal or demolition of real property improvements by property owners in the Area; (vi) delayed billing, collection, or distribution of Tax Increment by the county auditor; (vii) a decrease in property tax rates or reinstatement of the State PTRC, which would increase the Additional Credit applied to Tax Increment; (viii) the General Assembly, the courts, the Department of Local Government Finance (the “DLGF”) or other administrative agencies with jurisdiction in the matter could enact new laws or regulations or interpret, amend, alter, change or modify the laws or regulations governing the

GENERAL COMMENTSRisks to Bondholders (Cont'd)

calculation, collection, definition or distribution of Tax Increment including laws or regulations relating to reassessment, the Additional Credit or a revision in the property tax system; or (ix) a change in any of the civil unit's funding mechanisms (i.e., no longer funding it with property taxes) could adversely affect Tax Increment. Any such changes could cause the Tax Increment to fall below the levels set forth in the Tax Increment estimates shown in this Report.

- (b) *Reduction of Tax Rates or Tax Collection Rates.* The Tax Increment estimate assumes that the net property tax rates will remain at approximately the same level throughout the term of the 2016 Bonds. Any substantial increase in State funding, federal aid or other sources of local revenues which would reduce local required fiscal support for certain public programs or any substantial increase in assessments outside the Area could reduce the rates of taxation by the taxing bodies levying taxes upon property with the Area and have an adverse effect on the amount of Tax Increment received by the Commission. Economic conditions or administrative action could reduce the collection rate achieved by the City within its jurisdiction, including the Area. The General Assembly could enact legislation reinstating or changing the method of calculating, or the size of, the PTRC. Any decrease in the tax rate or increase in the PTRC could result in a decrease in the amount of Tax Increment.
- (c) *Local Option Income Tax.* The Indiana General Assembly has authorized counties to adopt local option income taxes (LOIT taxes) for levy growth, property tax relief and public safety costs. If adopted, these LOIT taxes could limit the growth in property tax levies and/or provide for reduction in effective property tax rates for property taxpayers. Such income taxes, if adopted, could offset applicable property tax rates, and cause a reduction in the amount of Tax Increment received by the Commission. Allen County has adopted LOIT taxes in the amount of 1.35%. The taxes adopted include a 0.6% County Option Income Tax (COIT), 0.25% COIT for property tax relief (county-wide), 0.1% COIT for public safety, and 0.4% County Economic Development Income Tax (CEDIT). In 2015, the Indiana General Assembly enacted House Enrolled Act 1485 (HEA 1485) which was signed into law on May 2015, and the legislation consolidates various local income tax laws. Effective January 1, 2017, the system for local option income tax (including EDIT, CAGIT, and COIT) in Indiana will be replaced with a single local option income tax (which has been codified under Indiana Code § 6-3.6). However, the office of management and budget, along with the appropriate state agencies and in cooperation with the county shall categorize the tax rate under the former taxes into the appropriate tax rate or rates to provide revenue for all the same purposes for which revenue under a former tax was used.
- (d) *Circuit Breaker Tax Credit.* The 2008 Legislation expands the Circuit Breaker Tax Credit to provide different levels of tax caps for various classes of property taxpayers. (See "Circuit Breaker Tax Credit" herein.) There can be no assurance that the levies and tax rates of the City and overlapping taxing units will not increase in some future year to the point of causing the Circuit Breaker Tax Credit to be further applied to commercial property taxpayers' tax bills. However, if the Circuit Breaker Tax Credit were to be further applied in future years, the City does not expect it to cause the Tax Increment to fall below the estimates shown in Appendix B because the Tax Increment estimate never assumes any growth in property tax rates above the 2016 tax rates which are above the maximum threshold of 3% of the gross assessed value for commercial properties.
- (e) *Reassessment and trending.* Beginning with 2015 taxes payable 2016, the County is required to reassess 25% of all parcels of real property annually or submit a reassessment plan to the DLGF that provides for reassessing more than 25% of all parcels of real property in a particular year (including all parcels in one year) provided the plan covers a four year period as all real property in each group is reassessed once during the reassessment cycle. The DLGF is required by law to annually neutralize the

GENERAL COMMENTSRisks to Bondholders (Cont'd)

effect of a reassessment on property within tax increment allocation areas, including the Area. Delays in the reassessment and trending process, the inability to neutralize the effect of reassessment, or appeals of reassessments could adversely affect the Tax Increment.

- (f) *Delays in Development.* Projections of Tax Increment in this Report assume that certain levels of development will occur at certain times. If any part of the development does not occur, is delayed, is changed in size and scope, or if the actual assessed values are less than estimated, the Tax Increment collected may be less than projected.
- (g) *Delayed Tax Distribution.* In the event of delayed billing, collection or distribution by the county auditor of ad valorem property taxes levied on the District, including the Special Benefits Tax, sufficient funds may not be available to the Commission in time to pay Lease Rentals when due. This risk is inherent in all property-tax supported obligations. See paragraph 2(e) above about reassessment.

(4) *Adverse Legislative Action:* It is possible that legislation enacted after the date of the 2016 Bonds or proposed for consideration will have an adverse effect on payment or timing of payment or other matters impacting the 2016 Bonds. Refer to the "Legislative Proposals" section in the Preliminary Official Statement dated September 23, 2016.

Estimated Project Costs and Funding - Page B-9

The estimated costs of financing the 2016 Project, funding of the Lease Rental Reserve Fund, the capitalized interest expense, and the issuance costs and contingencies are listed in this schedule.

The proceeds of the 2016 Bonds, along with available Legacy Fund cash of the City will provide the source of funding for the 2016 Project and related costs. The proceeds of the 2014 Bonds and available cash provided the source of funding for the earlier portion of the Project.

Preliminary Amortization of \$4,090,000* Principal Amount of Redevelopment Authority Lease Rental Revenue Bonds, Series 2016 - Page B-10

The preliminary amortization of \$4,090,000* principal amount of Redevelopment Authority Lease Rental Revenue Bonds, Series 2016 is presented in this schedule. The 2016 Bonds are dated as of their issue date (assumed to be October 19, 2016), and will mature over a period of approximately thirteen years and three months with a final maturity on February 1, 2030. Principal and interest will be payable semiannually on each February 1 and August 1, with interest commencing on February 1, 2017, and principal commencing August 1, 2018. The 2016 Bonds are amortized based upon estimated interest rates. Actual interest rates will be determined through a competitive sale.

Comparison of Lease Rentals and Estimated Revenues - Page B-11

This schedule shows the comparison of the Lease Rentals with the estimated annual TIF Revenues, the CIB Revenues, and the EDIT Revenues (herein defined). The Allen County Capital Improvement Board has pledged \$650,000 in CIB Revenues annually to the repayment of the 2014 Bonds and 2016 Bonds for ten years, beginning in 2016. Beginning in 2016, the City will use up to \$435,000 of the City's distributive share of the Allen County Economic Development Income Tax revenues through the term of the 2012 Bonds (the "EDIT Revenues"). The

*Preliminary, subject to change.

(Continued on next page)

GENERAL COMMENTSComparison of Lease Rentals and Estimated Revenues - Page B-11 (Cont'd)

estimated annual TIF Revenues, CIB Revenues, and EDIT Revenues are expected to provide coverage on the 2014 Bonds and 2016 Bonds of ranging from 107% to 164%.

Estimated Annual TIF Revenues Available for Bond Lease Rentals - Page B-12

This schedule shows the estimated annual TIF Revenues that will be available to make lease rental payments on the 2016 Bonds and 2014 Bonds. Based on information provided by the City, the Commission currently uses \$1,434,575 in annual TIF Revenues for lease rental payments of the 2012 Bonds. The use of TIF Revenues for the 2012 Bonds will end after taxes payable year 2027.

Estimated Annual Existing Real Property TIF Revenues - Pages B-13 - B-14

These schedules show the estimated annual real property TIF Revenues that are currently being generated in the Area; however, these schedules do not include the assessed value and resulting estimated Tax Increment generated from the parcels comprising the site of the Proposed Development. For taxes payable year 2016, the estimated existing annual Tax Increment is \$2,142,300. The estimated existing annual Tax Increment is anticipated to increase to \$2,315,810 by taxes payable year 2025 due to the expiration of existing real property tax abatements and remain constant until taxes payable year 2027. Following taxes payable year 2027, the Tax Increment is estimated to decrease to \$686,820 in taxes payable year 2033 due to the expiration of certain portions of the Area.

Estimated Annual Tax Increment Revenues from the Proposed Development - Pages B-15 - B-16

These schedules show the estimated annual real property Tax Increment revenues from the Proposed Development to be constructed in the Area and include the assessed value and resulting estimated Tax Increment revenues from the parcels comprising the site of the Proposed Development. For taxes payable year 2016, the estimated annual Tax Increment revenues from the Proposed Development is \$26,610. The estimated annual Tax Increment from the Proposed Development is anticipated to increase to \$850,450 by taxes payable year 2029 due to the expiration of real property tax abatements granted to the Proposed Development. The portion of the Area that contains the Proposed Development expires following taxes payable year 2029.

Historical Tax Increment Revenue Collections - Page B-17

This schedule shows the historical TIF Revenues for the Area for the years 2009 through 2015.

Top 10 Taxpayers in the Civic Center Urban Renewal Area – Page B-18

This schedule shows the top ten taxpayers in the Area, as defined by their real property net assessed value.

Amortization of \$19,610,000 Outstanding Amount of Redevelopment Authority Lease Rental Revenue Refunding Bonds, Series 2012 - Page B-19

The amortization of the outstanding 2012 Bonds is presented in this schedule. Although not formally pledged, the Commission currently uses \$1,434,575 in annual TIF Revenues for lease rental payments on the 2012 Bonds. The use of TIF Revenues for the 2012 Bonds will end after taxes payable year 2027.

Amortization of \$18,365,000 Outstanding Amount of Redevelopment Authority Lease Rental Revenue Bonds, Series 2014 A – Page B-20

The amortization of the outstanding 2014 Bonds is presented in this schedule.

FORT WAYNE (INDIANA) REDEVELOPMENT AUTHORITY

ESTIMATED PROJECT COSTS AND FUNDING

Estimated Project Costs:*

Net proceeds available for project	\$3,740,000
Lease Rental Reserve Fund (1)	301,000
Capitalized interest through February 1, 2018	122,924
Allowance for Underwriter's discount (1.0%)	40,900
Bond issuance costs and contingencies	<u>186,176</u>
Total Estimated Project Costs	<u><u>\$4,391,000</u></u>

Estimated Project Funding:*

Redevelopment Authority Lease Rental Revenue Bonds, Series 2016	\$4,090,000
Legacy Fund cash available for funding of the Lease Rental Reserve Fund (1)	<u>301,000</u>
Total Estimated Project Funding	<u><u>\$4,391,000</u></u>

*Preliminary, subject to change.

- (1) Available Legacy Fund cash will be used to fund the Lease Rental Reserve Fund in an amount equal to the maximum annual lease rentals.

(Subject to the comments in the attached Report dated September 23, 2016 of Umbaugh.)

FORT WAYNE (INDIANA) REDEVELOPMENT AUTHORITY

**PRELIMINARY AMORTIZATION OF \$4,090,000* PRINCIPAL AMOUNT OF
REDEVELOPMENT AUTHORITY LEASE RENTAL REVENUE BONDS, SERIES 2016**

Assumes Bonds dated October 19, 2016

Payment Date	Principal Outstanding*	Principal*	Assumed Interest Rate	Assumed Interest	Assumed Total Debt Service	Assumed Capitalized Interest	Net Debt Service	Estimated Fiscal Year Debt Service	Estimated Annual Lease Rentals
02/01/17	\$4,090,000			\$27,139	\$27,139	(\$27,139)	\$0	\$0	\$0
08/01/17	4,090,000			47,893	47,893	(47,893)	0		
02/01/18	4,090,000			47,893	47,893	(47,893)	0	0	0
08/01/18	4,090,000	\$145,000	1.20%	47,893	192,893		192,893		
02/01/19	3,945,000	145,000	1.40%	47,023	192,023		192,023	384,915	390,000
08/01/19	3,800,000	175,000	1.40%	46,008	221,008		221,008		
02/01/20	3,625,000	180,000	1.60%	44,783	224,783		224,783	445,790	451,000
08/01/20	3,445,000	190,000	1.60%	43,343	233,343		233,343		
02/01/21	3,255,000	190,000	1.80%	41,823	231,823		231,823	465,165	471,000
08/01/21	3,065,000	150,000	1.80%	40,113	190,113		190,113		
02/01/22	2,915,000	155,000	2.00%	38,763	193,763		193,763	383,875	389,000
08/01/22	2,760,000	165,000	2.00%	37,213	202,213		202,213		
02/01/23	2,595,000	170,000	2.20%	35,563	205,563		205,563	407,775	413,000
08/01/23	2,425,000	140,000	2.20%	33,693	173,693		173,693		
02/01/24	2,285,000	140,000	2.40%	32,153	172,153		172,153	345,845	351,000
08/01/24	2,145,000	130,000	2.40%	30,473	160,473		160,473		
02/01/25	2,015,000	130,000	2.60%	28,913	158,913		158,913	319,385	325,000
08/01/25	1,885,000	125,000	2.60%	27,223	152,223		152,223		
02/01/26	1,760,000	130,000	2.75%	25,598	155,598		155,598	307,820	313,000
08/01/26	1,630,000	250,000	2.75%	23,810	273,810		273,810		
02/01/27	1,380,000	255,000	2.85%	20,373	275,373		275,373	549,183	555,000
08/01/27	1,125,000	280,000	2.85%	16,739	296,739		296,739		
02/01/28	845,000	280,000	2.95%	12,749	292,749		292,749	589,488	595,000
08/01/28	565,000	140,000	2.95%	8,619	148,619		148,619		
02/01/29	425,000	140,000	3.05%	6,554	146,554		146,554	295,173	301,000
08/01/29	285,000	140,000	3.05%	4,419	144,419		144,419		
02/01/30	145,000	145,000	3.15%	2,284	147,284		147,284	291,703	297,000
Totals		<u>\$4,090,000</u>		<u>\$819,039</u>	<u>\$4,909,039</u>	<u>(\$122,924)</u>	<u>\$4,786,115</u>	<u>\$4,786,115</u>	<u>\$4,851,000</u>

*Preliminary, subject to change.

(Subject to the comments in the attached Report dated September 23, 2016 of Umbaugh.)

FORT WAYNE (INDIANA) REDEVELOPMENT AUTHORITY

COMPARISON OF LEASE RENTALS AND ESTIMATED REVENUES

Taxes Payable Year	Lease Rentals			Estimated Revenues				Estimated Revenues Remaining	Estimated Coverage
	2014 Bonds	Proposed 2016 Bonds	Total	Available Tax Increment	Allen Co. CIB Revenues	Available City EDIT	Total		
	(1)	(2)	(3)	(4)	(5)(6)	(7)			
2016	\$1,115,000	\$0	\$1,115,000	\$734,335	\$650,000	\$230,665	\$1,615,000	\$500,000	145%
2017	1,119,000	0	1,119,000	789,175	650,000	179,825	1,619,000	500,000	145%
2018	1,136,000	390,000	1,526,000	827,225	650,000	435,000	1,912,225	386,225	125%
2019	1,113,000	451,000	1,564,000	877,095	650,000	435,000	1,962,095	398,095	125%
2020	1,184,000	471,000	1,655,000	985,275	650,000	435,000	2,070,275	415,275	125%
2021	1,401,000	389,000	1,790,000	1,156,145	650,000	435,000	2,241,145	451,145	125%
2022	1,482,000	413,000	1,895,000	1,315,385	650,000	429,615	2,395,000	500,000	126%
2023	1,545,000	351,000	1,896,000	1,455,955	650,000	290,045	2,396,000	500,000	126%
2024	1,571,000	325,000	1,896,000	1,559,045	650,000	186,955	2,396,000	500,000	126%
2025	1,584,000	313,000	1,897,000	1,627,015	650,000	119,985	2,397,000	500,000	126%
2026	1,125,000	555,000	1,680,000	1,687,175		435,000	2,122,175	442,175	126%
2027	1,120,000	595,000	1,715,000	1,721,685		435,000	2,156,685	441,685	126%
2028	1,978,000	301,000	2,279,000	2,863,410			2,863,410	584,410	126%
2029	1,976,000	297,000	2,273,000	2,865,080			2,865,080	592,080	126%
2030	1,490,000		1,490,000	1,590,490			1,590,490	100,490	107%
2031	1,488,000		1,488,000	1,590,490			1,590,490	102,490	107%
2032	1,473,000		1,473,000	1,551,140			1,551,140	78,140	105%
2033	420,000		420,000	686,820			686,820	266,820	164%
Totals	<u>\$24,320,000</u>	<u>\$4,851,000</u>	<u>\$29,171,000</u>	<u>\$25,882,940</u>	<u>\$6,500,000</u>	<u>\$4,047,090</u>	<u>\$36,430,030</u>	<u>\$7,259,030</u>	

(1) See page B-20.

(2) See page B-10.

(3) See page B-12.

(4) The Allen County Capital Improvement Board has pledged \$650,000 annually for ten years to the 2014 Bonds and 2016 Bonds.

(5) Beginning in 2016, assumes up to \$435,000 of the City's distributive share of the Allen County Economic Development Income Tax revenues is available through the term of the Fort Wayne Redevelopment Authority Lease Rental Refunding Revenue Bonds, Series 2012.

(6) In 2015, the Indiana General Assembly enacted House Enrolled Act 1485 (HEA 1485) which was signed into law on May 2015, and the legislation consolidates various local income tax laws. Effective January 1, 2017, the system for local option income tax (including EDIT, CAGIT, and COIT) in Indiana will be replaced with a single local option income tax (which has been codified under Indiana Code § 6-3.6). However, the office of management and budget, along with the appropriate state agencies and in cooperation with the county shall categorize the tax rate under the former taxes into the appropriate tax rate or rates to provide revenue for all the same purposes for which revenue under a former tax was used.

(Subject to the comments in the attached Report dated September 23, 2016 of Umbaugh.)

FORT WAYNE (INDIANA) REDEVELOPMENT AUTHORITY

ESTIMATED ANNUAL TIF REVENUES AVAILABLE FOR BOND LEASE RENTALS

Taxes Payable Year	Estimated Tax Increment			2012 RDA Lease Rental Payments	Estimated Available TIF Revenues
	Existing	New Development	Total		
	(1)	(2)		(3)	(4)
2016	\$2,142,300	\$26,610	\$2,168,910	\$1,434,575	\$734,335
2017	2,197,140	26,610	2,223,750	1,434,575	789,175
2018	2,235,190	26,610	2,261,800	1,434,575	827,225
2019	2,267,080	44,590	2,311,670	1,434,575	877,095
2020	2,288,030	131,820	2,419,850	1,434,575	985,275
2021	2,305,080	285,640	2,590,720	1,434,575	1,156,145
2022	2,310,510	439,450	2,749,960	1,434,575	1,315,385
2023	2,315,250	575,280	2,890,530	1,434,575	1,455,955
2024	2,315,800	677,820	2,993,620	1,434,575	1,559,045
2025	2,315,810	745,780	3,061,590	1,434,575	1,627,015
2026	2,315,810	805,940	3,121,750	1,434,575	1,687,175
2027	2,315,810	840,450	3,156,260	1,434,575	1,721,685
2028	2,014,630	848,780	2,863,410		2,863,410
2029	2,014,630	850,450	2,865,080		2,865,080
2030	1,590,490		1,590,490		1,590,490
2031	1,590,490		1,590,490		1,590,490
2032	1,551,140		1,551,140		1,551,140
2033	686,820		686,820		686,820
Totals	<u>\$36,772,010</u>	<u>\$6,325,830</u>	<u>\$43,097,840</u>	<u>\$17,214,900</u>	<u>\$25,882,940</u>

- (1) See pages B-13 and B-14.
- (2) See pages B-15 and B-16.
- (3) Based on information provided by the City of Fort Wayne. Represents Tax Increment used by the Redevelopment Commission for lease rental payments on the Fort Wayne Redevelopment Authority Lease Rental Revenue Refunding Bonds, Series 2012.
- (4) Represents the estimated Tax Increment available for other projects in, serving or benefitting the Civic Center Urban Renewal Area.

(Subject to the comments in the attached Report dated September 23, 2016 of Umbaugh.)

FORT WAYNE (INDIANA) REDEVELOPMENT AUTHORITY

ESTIMATED ANNUAL EXISTING REAL PROPERTY TIF REVENUES

	Taxes Payable Year									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	
Unabated assessed value (1)(2)	\$67,583,259	\$67,583,259	\$67,583,259	\$67,583,259	\$67,583,259	\$67,583,259	\$67,583,259	\$67,583,259	\$67,583,259	\$67,583,259
Abated properties assessed value (3)	<u>3,750,302</u>	<u>5,459,289</u>	<u>6,703,873</u>	<u>7,854,146</u>	<u>8,990,183</u>	<u>10,126,230</u>	<u>10,788,065</u>	<u>11,355,577</u>	<u>11,454,293</u>	<u>11,454,293</u>
Estimated Net Assessed Value	71,333,561	73,042,548	74,287,132	75,437,405	76,573,442	77,709,489	78,371,324	78,938,836	79,037,552	79,037,552
Less: Base Assessed Value (1)(2)	<u>(3,257,291)</u>	<u>(3,257,291)</u>	<u>(3,257,291)</u>	<u>(3,257,291)</u>	<u>(3,257,291)</u>	<u>(3,257,291)</u>	<u>(3,257,291)</u>	<u>(3,257,291)</u>	<u>(3,257,291)</u>	<u>(3,257,291)</u>
Estimated Incremental Assessed Value	68,076,270	69,785,257	71,029,841	72,180,114	73,316,151	74,452,198	75,114,033	75,681,545	75,780,261	75,780,261
Net Tax Rate (4)	<u>3.4057</u>	<u>3.4057</u>	<u>3.4057</u>	<u>3.4057</u>	<u>3.4057</u>	<u>3.4057</u>	<u>3.4057</u>	<u>3.4057</u>	<u>3.4057</u>	<u>3.4057</u>
Estimated Tax Increment	2,318,470	2,376,680	2,419,060	2,458,240	2,496,930	2,535,620	2,558,160	2,577,490	2,580,850	2,580,850
Less: Estimated Circuit Breaker Tax Credits (5)	<u>(176,170)</u>	<u>(179,540)</u>	<u>(183,870)</u>	<u>(191,160)</u>	<u>(208,900)</u>	<u>(230,540)</u>	<u>(247,650)</u>	<u>(262,240)</u>	<u>(265,050)</u>	<u>(265,050)</u>
Estimated Net Tax Increment	<u><u>\$2,142,300</u></u>	<u><u>\$2,197,140</u></u>	<u><u>\$2,235,190</u></u>	<u><u>\$2,267,080</u></u>	<u><u>\$2,288,030</u></u>	<u><u>\$2,305,080</u></u>	<u><u>\$2,310,510</u></u>	<u><u>\$2,315,250</u></u>	<u><u>\$2,315,800</u></u>	<u><u>\$2,315,800</u></u>

- (1) Per the Allen County Auditor's office.
- (2) Does not include assessed value of the parcels that currently comprise the proposed Ash Building project site.
- (3) Represents the estimated taxable assessed value for all real property parcels receiving property tax abatement.
- (4) Represents the certified pay 2016 tax rate for the Fort Wayne-Wayne Township taxing district of \$3.5045 less the Fort Wayne Community School Corporation post-2009 referendum tax rate of \$0.0988.
- (5) Assumes the Circuit Breaker Tax Credit, which limits property tax liability of a parcel to 1% of gross assessed value for homestead residential, 2% of gross assessed value for non-homestead residential and 3% of gross assessed value for commercial property, is applied.

Note: There has been no assumption of additional growth or trending of real property assessed values beyond what is outlined in this analysis. Changes to the assumptions used in this analysis may have a material effect on the tax increment revenue estimates contained within.

(Continued on next page.)

(Subject to the comments in the attached Report dated September 23, 2016 of Umbaugh.)

FORT WAYNE (INDIANA) REDEVELOPMENT AUTHORITY

ESTIMATED ANNUAL EXISTING REAL PROPERTY TIF REVENUES (CONT'D)

	Taxes Payable Year								
	2025	2026	2027	2028	2029	2030	2031	2032	2033
Unabated assessed value (1)(2)	\$67,583,259	\$67,583,259	\$67,583,259	\$67,550,297 (3)	\$67,550,297	\$52,283,897 (4)	\$52,283,897	\$50,593,897 (5)	\$20,805,949 (6)
Abated properties assessed value (7)	11,458,693	11,458,693	11,458,693	405,003 (3)	405,003	405,003 (4)	405,003	405,003 (5)	0 (6)
Estimated Net Assessed Value	79,041,952	79,041,952	79,041,952	67,955,300	67,955,300	52,688,900	52,688,900	50,998,900	20,805,949
Less: Base Assessed Value (1)(2)	(3,257,291)	(3,257,291)	(3,257,291)	(3,246,989) (3)	(3,246,989)	(2,118,619) (4)	(2,118,619)	(1,740,379) (5)	(738,621) (6)
Estimated Incremental Assessed Value	75,784,661	75,784,661	75,784,661	64,708,311	64,708,311	50,570,281	50,570,281	49,258,521	20,067,328
Net Tax Rate (8)	3.4057	3.4057	3.4057	3.4057	3.4057	3.4057	3.4057	3.4057	3.4057
Estimated Tax Increment	2,581,000	2,581,000	2,581,000	2,203,770	2,203,770	1,722,270	1,722,270	1,677,600	683,430
Less: Estimated Circuit Breaker Tax Credits (9)	(265,190)	(265,190)	(265,190)	(189,140)	(189,140)	(131,780)	(131,780)	(126,460)	3,390
Estimated Net Tax Increment	\$2,315,810	\$2,315,810	\$2,315,810	\$2,014,630	\$2,014,630	\$1,590,490	\$1,590,490	\$1,551,140	\$686,820

(1) Per the Allen County Auditor's office.

(2) Does not include assessed value of the parcels that currently comprise the proposed Ash Building project site.

(3) Assumes a \$32,962 decrease in net assessed value and a \$10,302 decrease in base assessed value due to the expiration of a certain portion of the Civic Center URA following 2027.

(4) Assumes a \$15,266,400 decrease in net assessed value and a \$1,128,370 decrease in base assessed value due to the expiration of a certain portion of the Civic Center URA following 2029.

(5) Assumes a \$1,690,000 decrease in net assessed value and a \$378,240 decrease in base assessed value due to the expiration of a certain portion of the Civic Center URA following 2031.

(6) Assumes a \$29,787,948 decrease in net assessed value and a \$1,001,758 decrease in base assessed value due to the expiration of a certain portion of the Civic Center URA following 2032.

(7) Represents the estimated taxable assessed value for all real property parcels receiving property tax abatement.

(8) Represents the certified pay 2016 tax rate for the Fort Wayne-Wayne Township taxing district of \$3.5045 less the Fort Wayne Community School Corporation post-2009 referendum tax rate of \$0.0988.

(9) Assumes the Circuit Breaker Tax Credit, which limits property tax liability of a parcel to 1% of gross assessed value for homestead residential, 2% of gross assessed value for non-homestead residential and 3% of gross assessed value for commercial property, is applied.

Note: There has been no assumption of additional growth or trending of real property assessed values beyond what is outlined in this analysis. Changes to the assumptions used in this analysis may have a material effect on the tax increment revenue estimates contained within.

(Subject to the comments in the attached Report
dated September 23, 2016 of Umbaugh.)

FORT WAYNE (INDIANA) REDEVELOPMENT AUTHORITY

ESTIMATED ANNUAL TAX INCREMENT REVENUES FROM THE PROPOSED DEVELOPMENT

	Abated Assessed Value	First Abatement Year Payable	Taxes Payable Year							
			2016	2017	2018	2019	2020	2021	2022	2023
Existing assessed value (1)			\$845,600	\$845,600	\$845,600	\$845,600	\$845,600	\$845,600	\$845,600	\$845,600
Proposed Development (2)										
Ash Development - Office (3)	\$8,075,000	2018			0	403,750	1,615,000	2,826,250	4,037,500	4,845,000
Ash Development - Retail (4)	2,484,000	2018			0	124,200	496,800	869,400	1,242,000	1,490,400
GLC - Rental Residential (5)	13,100,000	2019				0	655,000	2,620,000	4,585,000	6,550,000
GLC - Commercial (5)	6,450,000	2019				0	322,500	1,290,000	2,257,500	3,225,000
Total estimated net assessed value			845,600	845,600	845,600	1,373,550	3,934,900	8,451,250	12,967,600	16,956,000
Less: Base assessed value (6)			(51,650)	(51,650)	(51,650)	(51,650)	(51,650)	(51,650)	(51,650)	(51,650)
Estimated incremental assessed value			793,950	793,950	793,950	1,321,900	3,883,250	8,399,600	12,915,950	16,904,350
Net tax rate (7)			3.4057	3.4057	3.4057	3.4057	3.4057	3.4057	3.4057	3.4057
Estimated tax increment			27,040	27,040	27,040	45,020	132,250	286,070	439,880	575,710
Less: Circuit Breaker Tax Credit (8)			(430)	(430)	(430)	(430)	(430)	(430)	(430)	(430)
Estimated net tax increment			\$26,610	\$26,610	\$26,610	\$44,590	\$131,820	\$285,640	\$439,450	\$575,280

- (1) Represents the pay 2016 net assessed value of the proposed project site, per the Allen County Auditor's and Assessor's offices.
- (2) Assumes all proposed developments receive a traditional 10-year real property tax abatement, per the Fort Wayne Department of Community Development. It is assumed that the Ash building will be completed and first assessed January 1, 2017 and the GLC building will be completed and first assessed January 1, 2018.
- (3) Assumes 95,000 square feet of office space, per the Fort Wayne Department of Community Development, assessed at \$85 per square foot, based on comparable properties located in the City of Fort Wayne.
- (4) Assumes 21,600 square feet of retail space, per the Fort Wayne Department of Community Development, assessed at \$115 per square foot, based on comparable properties located in the State of Indiana.
- (5) Per developer representatives. Assumes the proposed building is assessed at 85% of the estimated construction cost of \$23 million, and that the development will be two-thirds rental residential use and one-third commercial use. The actual assessed value will be determined by the Allen County Assessor upon completion, and the actual value may vary materially from the value assumed in this analysis.
- (6) Per the Allen County Auditor's office.
- (7) Represents the certified pay 2016 tax rate for the Fort Wayne-Wayne Township taxing district of \$3.5045 less the Fort Wayne Community School Corporation post-2009 referendum tax rate of \$0.0988.
- (8) Assumes the Circuit Breaker Tax Credit which limits property tax liability of a parcel to 1% of gross assessed value for homestead residential, 2% of gross assessed value for non-homestead residential and 3% of gross assessed value for commercial property is applied.

Note: There has been no assumption of additional growth or trending of real property assessed values beyond what is outlined in this analysis. Changes to the assumptions used in this analysis may have a material effect on the tax increment revenue estimates contained within.

(Continued on next page.)

(Subject to the comments in the attached Report dated September 23, 2016 of Umbaugh.)

FORT WAYNE (INDIANA) REDEVELOPMENT AUTHORITY

ESTIMATED ANNUAL TAX INCREMENT REVENUES FROM THE PROPOSED DEVELOPMENT (CONT'D)

	Abated Assessed Value	First Abatement Year Payable	Taxes Payable Year						
			2024	2025	2026	2027	2028	2029	2030
Existing assessed value (1)			\$845,600	\$845,600	\$845,600	\$845,600	\$845,600	\$845,600	\$0 (2)
Proposed Development (3)									
Ash Development - Office (4)	\$8,075,000	2018	5,652,500	6,460,000	7,267,500	7,671,250	8,075,000	8,075,000	0 (2)
Ash Development - Retail (5)	2,484,000	2018	1,738,800	1,987,200	2,235,600	2,359,800	2,484,000	2,484,000	0 (2)
GLC - Rental Residential (6)	13,100,000	2019	7,860,000	9,170,000	10,480,000	11,790,000	12,445,000	13,100,000	0 (2)
GLC - Commercial (6)	6,450,000	2019	3,870,000	4,515,000	5,160,000	5,805,000	6,127,500	6,450,000	0 (2)
Total estimated net assessed value			19,966,900	22,977,800	25,988,700	28,471,650	29,977,100	30,954,600	0 (2)
Less: Base assessed value (7)			(51,650)	(51,650)	(51,650)	(51,650)	(51,650)	(51,650)	0 (2)
Estimated incremental assessed value			19,915,250	22,926,150	25,937,050	28,420,000	29,925,450	30,902,950	0
Net tax rate (8)			3.4057	3.4057	3.4057	3.4057	3.4057	3.4057	3.4057
Estimated tax increment			678,250	780,800	883,340	967,900	1,019,170	1,052,460	0
Less: Circuit Breaker Tax Credit (9)			(430)	(35,020)	(77,400)	(127,450)	(170,390)	(202,010)	0
Estimated net tax increment			<u>\$677,820</u>	<u>\$745,780</u>	<u>\$805,940</u>	<u>\$840,450</u>	<u>\$848,780</u>	<u>\$850,450</u>	<u>\$0</u>

- (1) Represents the pay 2016 net assessed value of the proposed project site, per the Allen County Auditor's and Assessor's offices.
- (2) Assumes the portion of the area that contains the proposed development expires following taxes payable year 2029.
- (3) Assumes all proposed developments receive a traditional 10-year real property tax abatement, per the Fort Wayne Department of Community Development. It is assumed that the Ash building will be completed and first assessed January 1, 2017 and the GLC building will be completed and first assessed January 1, 2018.
- (4) Assumes 95,000 square feet of office space, per the Fort Wayne Department of Community Development, assessed at \$85 per square foot, based on comparable properties located in the City of Fort Wayne.
- (5) Assumes 21,600 square feet of retail space, per the Fort Wayne Department of Community Development, assessed at \$115 per square foot, based on comparable properties located in the State of Indiana.
- (6) Per developer representatives. Assumes the proposed building is assessed at 85% of the estimated construction cost of \$23 million, and that the development will be two-thirds rental residential use and one-third commercial use. The actual assessed value will be determined by the Allen County Assessor upon completion, and the actual value may vary materially from the value assumed in this analysis.
- (7) Per the Allen County Auditor's office.
- (8) Represents the certified pay 2016 tax rate for the Fort Wayne-Wayne Township taxing district of \$3.5045 less the Fort Wayne Community School Corporation post-2009 referendum tax rate of \$0.0988.
- (9) Assumes the Circuit Breaker Tax Credit which limits property tax liability of a parcel to 1% of gross assessed value for homestead residential, 2% of gross assessed value for non-homestead residential and 3% of gross assessed value for commercial property is applied.

Note: There has been no assumption of additional growth or trending of real property assessed values beyond what is outlined in this analysis. Changes to the assumptions used in this analysis may have a material effect on the tax increment revenue estimates contained within.

(Subject to the comments in the attached Report
dated September 23, 2016 of Umbaugh.)

FORT WAYNE (INDIANA) REDEVELOPMENT AUTHORITY

HISTORICAL TAX INCREMENT COLLECTIONS (1)

<u>Taxes Payable Year</u>	<u>Tax Increment</u>
2009	\$2,372,466
2010	2,308,442
2011	2,250,967
2012	2,483,238
2013	2,811,883
2014	2,256,569
2015	2,448,500

(1) Per the Allen County Auditor's office.

(Subject to the comments in the attached Report
dated September 23, 2016 of Umbaugh.)

FORT WAYNE (INDIANA) REDEVELOPMENT AUTHORITY

TOP TEN TAXPAYERS IN THE CIVIC CENTER URBAN RENEWAL AREA
(Unaudited)

Taxpayer	Description	Pay 2016 Net Assessed Valuation	Percent of Total Net Assessed Valuation
		(1)	
Indiana Office LLC	Office building, parking garage	\$11,697,200	16.20%
One Summit II LLC	Office building	11,012,100	15.26%
Welcome Fort Wayne LLC	Hotel	10,232,600	14.18%
FTW LLC	Office building	6,985,500	9.68%
Laurence Tippmann Sr Family LP	Office building, parking garage	6,070,500	8.41%
Commerce Building LLC	Office building	3,566,000	4.94%
Loop Realities Incorporated	Parking garage	1,888,700	2.62%
Elektron Building LLC	Office building, parking garage	1,738,100	2.40%
Indiana Franklin Realty Inc.	Parking garage	1,316,400	1.82%
Mammoth Courtside Inc.	Office building	1,304,400	1.81%
All other taxpayers		<u>16,367,661</u>	<u>22.68%</u>
Total Net Assessed Valuation		<u><u>\$72,179,161</u></u>	<u><u>100.00%</u></u>

(1) Per the Allen County Auditor's Office.

(Subject to the comments in the attached Report
dated September 23, 2016 of Umbaugh.)

FORT WAYNE (INDIANA) REDEVELOPMENT AUTHORITY

**AMORTIZATION OF \$19,610,000 OUTSTANDING AMOUNT OF
REDEVELOPMENT AUTHORITY LEASE RENTAL REVENUE REFUNDING BONDS, SERIES 2012**
Bonds dated May 22, 2012

<u>Payment Date</u>	<u>Principal Outstanding</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Interest</u>	<u>Total Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>Annual Lease Rentals</u>
08/01/16	\$19,610,000			\$413,775	\$413,775		
02/01/17	19,610,000	\$1,355,000	4.00%	413,775	1,768,775	\$2,182,550	\$2,186,000
08/01/17	18,255,000			386,675	386,675		
02/01/18	18,255,000	1,415,000	4.00%	386,675	1,801,675	2,188,350	2,192,000
08/01/18	16,840,000			358,375	358,375		
02/01/19	16,840,000	1,470,000	4.00%	358,375	1,828,375	2,186,750	2,190,000
08/01/19	15,370,000			328,975	328,975		
02/01/20	15,370,000	1,530,000	4.00%	328,975	1,858,975	2,187,950	2,191,000
08/01/20	13,840,000			298,375	298,375		
02/01/21	13,840,000	1,585,000	4.00%	298,375	1,883,375	2,181,750	2,185,000
08/01/21	12,255,000			266,675	266,675		
02/01/22	12,255,000	1,650,000	4.00%	266,675	1,916,675	2,183,350	2,187,000
08/01/22	10,605,000			233,675	233,675		
02/01/23	10,605,000	1,580,000	5.00%	233,675	1,813,675	2,047,350	2,051,000
08/01/23	9,025,000			194,175	194,175		
02/01/24	9,025,000	1,660,000	3.00%	194,175	1,854,175	2,048,350	2,052,000
08/01/24	7,365,000			169,275	169,275		
02/01/25	7,365,000	1,710,000	5.00%	169,275	1,879,275	2,048,550	2,052,000
08/01/25	5,655,000			126,525	126,525		
02/01/26	5,655,000	1,790,000	5.00%	126,525	1,916,525	2,043,050	2,047,000
08/01/26	3,865,000			81,775	81,775		
02/01/27	3,865,000	1,885,000	5.00%	81,775	1,966,775	2,048,550	2,052,000
08/01/27	1,980,000			34,650	34,650		
02/01/28	1,980,000	1,980,000	3.50%	34,650	2,014,650	2,049,300	2,053,000
Totals		<u>\$19,610,000</u>		<u>\$5,785,850</u>	<u>\$25,395,850</u>	<u>\$25,395,850</u>	<u>\$25,438,000</u>

(Subject to the comments in the attached Report
dated September 23, 2016 of Umbaugh.)

FORT WAYNE (INDIANA) REDEVELOPMENT AUTHORITY

**AMORTIZATION OF \$18,365,000 OUTSTANDING PRINCIPAL AMOUNT OF
REDEVELOPMENT AUTHORITY LEASE RENTAL REVENUE BONDS, SERIES 2014 A**
Bonds dated August 28, 2014

<u>Payment Date</u>	<u>Principal Outstanding</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Interest</u>	<u>Total Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>Annual Lease Rentals</u>
08/01/16	\$18,365,000	\$275,000	3.000%	\$279,487.50	\$554,487.50		
02/01/17	18,090,000	280,000	3.000%	275,362.50	555,362.50	\$1,109,850.00	\$1,115,000
08/01/17	17,810,000	285,000	3.000%	271,162.50	556,162.50		
02/01/18	17,525,000	290,000	3.000%	266,887.50	556,887.50	1,113,050.00	1,119,000
08/01/18	17,235,000	305,000	3.000%	262,537.50	567,537.50		
02/01/19	16,930,000	305,000	3.000%	257,962.50	562,962.50	1,130,500.00	1,136,000
08/01/19	16,625,000	300,000	3.000%	253,387.50	553,387.50		
02/01/20	16,325,000	305,000	3.000%	248,887.50	553,887.50	1,107,275.00	1,113,000
08/01/20	16,020,000	345,000	3.000%	244,312.50	589,312.50		
02/01/21	15,675,000	350,000	3.000%	239,137.50	589,137.50	1,178,450.00	1,184,000
08/01/21	15,325,000	465,000	3.000%	233,887.50	698,887.50		
02/01/22	14,860,000	470,000	3.000%	226,912.50	696,912.50	1,395,800.00	1,401,000
08/01/22	14,390,000	520,000	3.000%	219,862.50	739,862.50		
02/01/23	13,870,000	525,000	3.000%	212,062.50	737,062.50	1,476,925.00	1,482,000
08/01/23	13,345,000	565,000	3.000%	204,187.50	769,187.50		
02/01/24	12,780,000	575,000	3.000%	195,712.50	770,712.50	1,539,900.00	1,545,000
08/01/24	12,205,000	595,000	3.000%	187,087.50	782,087.50		
02/01/25	11,610,000	605,000	3.000%	178,162.50	783,162.50	1,565,250.00	1,571,000
08/01/25	11,005,000	620,000	3.000%	169,087.50	789,087.50		
02/01/26	10,385,000	630,000	3.000%	159,787.50	789,787.50	1,578,875.00	1,584,000
08/01/26	9,755,000	410,000	3.000%	150,337.50	560,337.50		
02/01/27	9,345,000	415,000	3.000%	144,187.50	559,187.50	1,119,525.00	1,125,000
08/01/27	8,930,000	420,000	3.000%	137,962.50	557,962.50		
02/01/28	8,510,000	425,000	3.000%	131,662.50	556,662.50	1,114,625.00	1,120,000
08/01/28	8,085,000	860,000	3.000%	125,287.50	985,287.50		
02/01/29	7,225,000	875,000	3.000%	112,387.50	987,387.50	1,972,675.00	1,978,000
08/01/29	6,350,000	885,000	3.000%	99,262.50	984,262.50		
02/01/30	5,465,000	900,000	3.000%	85,987.50	985,987.50	1,970,250.00	1,976,000
08/01/30	4,565,000	670,000	3.000%	72,487.50	742,487.50		
02/01/31	3,895,000	680,000	3.125%	62,437.50	742,437.50	1,484,925.00	1,490,000
08/01/31	3,215,000	690,000	3.125%	51,812.50	741,812.50		
02/01/32	2,525,000	700,000	3.250%	41,031.25	741,031.25	1,482,843.75	1,488,000
08/01/32	1,825,000	705,000	3.250%	29,656.25	734,656.25		
02/01/33	1,120,000	715,000	3.250%	18,200.00	733,200.00	1,467,856.25	1,473,000
08/01/33	405,000	200,000	3.250%	6,581.25	206,581.25		
02/01/34	205,000	205,000	3.250%	3,331.25	208,331.25	414,912.50	420,000
Totals		<u>\$18,365,000</u>		<u>\$5,858,487.50</u>	<u>\$24,223,487.50</u>	<u>\$24,223,487.50</u>	<u>\$24,320,000</u>

(Subject to the comments in the attached Report dated September 23, 2016 of Umbaugh.)

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APPENDIX C

RESOLUTION 2016-02

**RESOLUTION OF THE FORT WAYNE REDEVELOPMENT AUTHORITY
AUTHORIZING THE ISSUANCE OF THE FORT WAYNE REDEVELOPMENT AUTHORITY LEASE
RENTAL REVENUE BONDS, SERIES 2016**

WHEREAS, the Fort Wayne Redevelopment Authority (the "Authority") has been created pursuant to Indiana Code 36-7-14.5 (the "Act") as a separate body, corporate and politic, and as an instrumentality of the City of Fort Wayne, Indiana (the "City"), to finance local public improvements for lease to the Fort Wayne Redevelopment Commission (the "Commission"); and

WHEREAS, the Commission has previously designated and declared in accordance with the Act an area in the City, known as the Civic Center Urban Renewal Area to be a redevelopment area and an allocation area (the "Area") for the purpose of collecting tax increment finance revenues, adopted a Redevelopment Plan, and established an allocation fund for said Area; and

WHEREAS, the Commission determined to provide for the development of an urban mixed-use facility with parking, office, retail and residential uses within the Area (the "Skyline Project"); and

WHEREAS, the Commission previously approved and entered into with the Authority an amended and restated lease dated as of August 1, 2014 (the "Lease"), for the purpose of constructing a municipal parking garage (the "2014 Project"), which, at the time of the execution of the Lease, was expected to be completed in two phases; and

WHEREAS, the Authority previously issued its Lease Rental Revenue Bonds, Series 2014 A (the "2014 Bonds") in the aggregate principal amount of Eighteen Million Three Hundred Sixty-five Thousand and 00/100 Dollars (\$18,365,000.00), for the purpose of financing a portion of the costs of the construction of the 2014 Project which would support the Skyline Project and to pay the cost of issuance of the 2014 Bonds; and

WHEREAS, the Commission has determined to undertake the second phase of local public improvements consisting of earthwork and site utility improvements, compacted aggregate pier foundation system, structural and miscellaneous steel framing and steel erection, and elevators (collectively, the "2016 Project") which would support the Skyline Project; and

WHEREAS, the Authority and the Commission have previously approved a proposed addendum to lease, for the purpose of amending the definition of "Project" in the Lease to include the 2016 Project; and

WHEREAS, the Authority intends to issue bonds in the aggregate principal amount not to exceed Four Million One Hundred Thousand and 00/100 Dollars (\$4,100,000.00) pursuant to Indiana Code 36-7-14.5-19 to be known as the "Fort Wayne Redevelopment Authority Lease Rental Revenue Bonds, Series 2016" (the "2016 Bonds"), the proceeds of which are to be used to finance the costs of the 2016 Project and expenses related thereto, including, without limitation, expenses related to the issuance of the 2016 Bonds; and

WHEREAS, the Authority and U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States, as Trustee (the "Trustee") previously entered into a Trust Agreement dated as of July 1, 2014 (the "Original Trust Agreement"), for the purpose of securing the principal of and premium, if any, and all interest on the 2014 Bonds and the performance of the covenants contained therein; and

WHEREAS, the Original Trust Agreement contemplates that the Authority and the Trustee may, from time to time, enter into further indentures supplemental and amendatory to the Original Trust Agreement for various purposes, including the authorization of the issuance of a second series of bonds on a parity with the 2014 Bonds; and

WHEREAS, the Authority desires to provide for the preparation and execution of a First Supplemental Trust Agreement to be dated as of the first day of the month in which the 2016 Bonds are to be delivered to the purchasers thereof between the Authority and the Trustee (the "First Supplemental Trust Agreement" and with the Original Trust Agreement, the "Trust Agreement") to provide for, among other things, the issuance of such 2016 Bonds to finance the 2016 Project; and

WHEREAS, the Authority desires to authorize the execution of (i) an Agency Agreement (the "2016 Agency Agreement") between the Authority and the Commission, pursuant to which 2016 Agency Agreement the Commission shall serve as agent for the Authority in connection with the completion of the 2016 Project and (ii) an easement or license agreement pursuant to which the Authority will have an interest in the property on which the 2016 Project will be located (the "2016 Property Interest Agreement"); and

WHEREAS, the Authority desires to provide for the preparation of an Official Statement, relating to the issuance of the 2016 Bonds (the "Official Statement") by H.J. Umbaugh & Associates Certified Public Accountants LLP, as financial advisor to the Authority (the "Financial Advisor").

NOW, THEREFORE, BE IT RESOLVED, by the Fort Wayne Redevelopment Authority as follows:

1. In order to pay and finance a portion of the costs of the 2016 Project and to pay costs of issuance of the 2016 Bonds, there is hereby authorized and there shall be executed, issued, and delivered by and on behalf of the Authority, pursuant to Indiana Code 36-7-14.5 et seq., the 2016 Bonds in the aggregate principal sum not to exceed Four Million One Hundred Thousand and 00/100 Dollars (\$4,100,000.00) issued under, pursuant to and in accordance with the Original Trust Agreement, as supplemented by a first supplemental trust agreement. Prior to the sale of the 2016 Bonds, the President of the Authority (the "President") shall set forth the principal amount of the 2016 Bonds to be sold in a certificate of the President or Vice President of the Authority setting forth such information as well as the maturity schedule for the 2016 Bonds and any other information relevant to the sale of the 2016 Bonds (the "Issuer's Certificate").

2. The 2016 Bonds shall bear interest at a rate or rates not exceeding six percent (6.0%) per annum and shall mature semiannually on February 1 and August 1 in the years and in the amounts beginning not earlier than August 1, 2016 or such later date as may be set forth in the Issuer's Certificate, and having a final maturity of not later than February 1, 2030, or such earlier final maturity date as set forth in the Issuer's Certificate.

3. The 2016 Bonds may be redeemed prior to maturity, at the option of the Authority in whole or in part in whole multiples of \$5,000, in order of maturity determined by the Authority and by lot within maturities, on any date beginning not earlier than eight (8) years from the issue date of the 2016 Bonds, or such later date as may be set forth in the Issuer's Certificate, from any moneys made available for that purpose, at face value and without premium, plus accrued interest to the date fixed for redemption. At the option of the successful bidder for the 2016 Bonds, all or a portion of the 2016 Bonds, may be aggregated into one or more term bonds payable from mandatory sinking fund redemption payments (the "Term 2016 Bonds") required to be made as set forth in the Trust Agreement. The Term 2016 Bonds shall have a stated maturity or maturities on February 1 and August 1 of the years beginning not earlier than August 1, 2016, though not later than February 1, 2030, or such other years as may be set forth in the Issuer's Certificate or as determined by the successful bidder.

4. Said 2016 Bonds are hereby authorized to be issued in accordance with and shall be secured by the Original Trust Agreement as supplemented by the First Supplemental Trust Agreement. The President and the Secretary-Treasurer of the Authority (the "Secretary-Treasurer") are hereby authorized to approve and execute and attest a form of First Supplemental Trust Agreement containing provisions necessary or

appropriate to effectuate these resolutions and to consummate the sale of the 2016 Bonds, said officers' execution and attestation thereof to be conclusive evidence of their approval of such First Supplemental Trust Agreement.

5. Upon their execution, the Secretary-Treasurer is authorized and directed to place a copy of the Original Trust Agreement and the First Supplemental Trust Agreement in the minute book immediately following the minutes of this meeting and said Original Trust Agreement and First Supplemental Trust Agreement is made a part of this Resolution as if the same were fully set forth herein.

6. The Authority hereby directs the Financial Advisor to prepare an Official Statement for distribution to potential bidders on the 2016 Bonds. The President of the Authority is hereby authorized to approve the Official Statement upon the advice of counsel and the Financial Advisor, and the President is further authorized to deem such Official Statement "nearly final" for purposes of the provisions of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") subject to completion as permitted by the Rule. The Financial Advisor is hereby authorized and directed to cause to be distributed such deemed final Official Statement substantially in the form approved by the President, with such changes which are approved by the Authority's legal counsel as the Financial Advisor might recommend to describe adequately the 2016 Bonds and information related thereto, to all parties who in their judgment may be interested in bidding on such 2016 Bonds. The President shall place a copy of such deemed final Official Statement with the minutes of this meeting. The Authority hereby authorizes the Financial Advisor to place into final form and distribute and deliver the final Official Statement in accordance with the Rule and further authorizes the President to execute the final Official Statement. The President and the Secretary-Treasurer are, and each of them is, further authorized to execute and attest, respectively, an agreement in connection with the offering of the 2016 Bonds in accordance with the Rule by which the Authority agrees to undertake such continuing disclosure obligations as may be required under the Rule.

7. Prior to the sale of the 2016 Bonds, the Secretary-Treasurer of the Authority shall cause to be published a notice of intent to sell once each week for two weeks in the Journal Gazette, the News-Sentinel and the Court & Commercial Record. The notice must state that any person interested in submitting a bid for the 2016 Bonds may furnish in writing at the address set forth in the notice, the person's name, address, and telephone number, and email address. The notice must also state: (1) the amount of the 2016 Bonds to be offered; (2) the denominations; (3) the dates of maturity; (4) the maximum rate or rates of interest; (5) the place of sale; and (6) the time within which the name, address and telephone number must be furnished, which must not be less than seven days after the last publication of the notice. Each person so registered shall be notified of the final principal maturity schedule and of the date and time bids will be received not less than twenty-four (24) hours before the date and time of sale. The notification shall be made by telephone at the number furnished by the person, and also by email or facsimile if the person furnishes an email address or a facsimile number.

All bids for 2016 Bonds shall be sealed and shall be presented to the Financial Advisor, acting on behalf of the Secretary-Treasurer at the office of the Financial Advisor, and the Financial Advisor, acting on behalf of the Secretary-Treasurer, shall continue to receive all bids offered until the hour fixed for the sale of the 2016 Bonds, at which time and place he shall open and consider each bid. Bidders for the 2016 Bonds shall be required to name the rate or rates of interest which the 2016 Bonds are to bear, not exceeding the maximum rate set forth herein. The interest rate on 2016 Bonds of a given maturity must be at least as great as the interest rate on 2016 Bonds of any earlier maturity. Bids specifying more than one interest rate shall also specify the amount and maturities of the 2016 Bonds bearing each rate, and all 2016 Bonds maturing on the same date shall bear the same single rate of interest. Such rate or rates of interest shall be in multiples of one-eighth (1/8), one-twentieth (1/20), or one-hundredth (1/100th) of one percent (1%). Subject to the provisions contained below, the Secretary-Treasurer shall award the 2016 Bonds to the bidder offering the lowest net interest cost to the Authority, to be determined by computing the total interest on all of the 2016 Bonds from the date thereof to their maturities and deducting therefrom the premium bid, if any, or adding thereto the amount of any discount, if any. No bid for less than ninety-nine percent (99%) of the aggregate principal amount of the 2016 Bonds being sold, plus accrued interest at the rate or rates named to the date of delivery, will be considered. The Secretary-Treasurer shall have full right to reject any and all bids. In the event no acceptable bid is received at the time fixed for the sale of said 2016 Bonds, the Secretary-Treasurer shall be authorized to continue to receive bids from day to day thereafter for a period not to exceed thirty (30) days, without readvertising; provided, however, that if said sale be continued, no

bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time fixed for the sale of the 2016 Bonds

8. The winning bidder will be notified and instructed to submit a good faith deposit (the "Deposit") in the form of either a certified check or cashier's check or wire transfer in the amount of one percent (1%) of the principal amount of the 2016 Bonds being sold to such winning bidder made payable to the order of the Authority not later than 3:00 p.m. (EST) on the next business day following the award. If such Deposit is not received by that time, the Authority may reject the bid. No interest on the Deposit will accrue to the successful bidder. The Deposit will be applied to the purchase price of the 2016 Bonds. In the event the successful bidder fails to honor its accepted bid, the Deposit will be retained by the Authority as liquidated damages.

9. Prior to the delivery of the 2016 Bonds the Secretary-Treasurer shall be authorized to obtain a legal opinion as to the validity of the 2016 Bonds from Faegre Baker Daniels LLP, bond counsel for the Authority, and to furnish such opinion to the purchaser or purchasers of the 2016 Bonds. The cost of such opinion shall be considered as part of the costs incidental to the issuance of the 2016 Bonds and shall be paid out of proceeds of said 2016 Bonds.

10. If the President and the Secretary-Treasurer, with the advice of the financial advisor to the Authority, determine that market conditions at the time of the sale of the 2016 Bonds are such that the Authority is able to finance the 2016 Project by issuing 2016 Bonds in an aggregate principal amount which is less than \$4,100,000.00, then the Authority shall issue such lesser principal amount of 2016 Bonds.

11. The Authority directs the President and the Secretary-Treasurer to enter into (i) the 2016 Agency Agreement with the Commission to provide for the Commission to act on behalf of the Authority with respect to the construction of the 2016 Project and (ii) the 2016 Property Interest Agreement to provide for the Authority to obtain an interest in the real property on which the 2016 Project will be located. Such agreements shall be in forms approved by the President and the Secretary-Treasurer upon the advice of counsel, with such approval to be evidenced by their respective execution and attestation thereof.

12. The President, Vice President, and Secretary-Treasurer of this Authority and each of them is hereby authorized to take all such actions and to execute all such instruments as are desirable to carry out the transactions contemplated by this Resolution, in such forms as the President, Vice President, and Secretary-Treasurer executing the same shall deem proper, to be evidenced by the execution thereof.

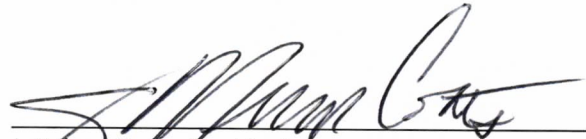
13. The provisions of this Resolution and the Trust Agreement shall constitute a contract between the Issuer and the holders of the 2016 Bonds, and, after the issuance of the 2016 Bonds, this Resolution shall not be repealed or amended in any respect which would adversely affect the rights of such holders so long as the 2016 Bonds or the interest thereon remains unpaid.

* * * * *

DULY ADOPTED by the Fort Wayne Redevelopment Authority, this 21st day of March, 2016.


FORT WAYNE REDEVELOPMENT AUTHORITY

By:



J. Nelson Coats, President

ATTEST:



John B. Powell, Vice President

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APPENDIX D

SUMMARY OF SELECTED PROVISIONS OF THE LEASE

THE FOLLOWING IS A BRIEF SUMMARY OF CERTAIN PROVISIONS CONTAINED IN THE LEASE. THIS SUMMARY DOES NOT PURPORT TO BE A COMPREHENSIVE DESCRIPTION AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE LEASE.

General

In the Lease, as amended (the "Lease"), the Authority leases to the Commission, as lessee (the "Lessee"), its interest in certain land and public improvements consisting of (i) the construction of a parking structure now located (the "2014 Project") and (ii) the acquisition, construction and equipping of certain local public improvements as part of the construction of a retail, office and residential building which local public improvements shall consist of all or any portion of the acquisition, construction and installation of the following site improvements: earthwork and site utility improvements, compacted aggregate pier foundation system, and structural and miscellaneous steel framing and steel erection (the "2016 Project" and with the 2014 Project, the "Project") and other related improvements in the City of Fort Wayne, Indiana (the "City"). The lease rentals payable with respect to the Project and the improvements to be constructed thereto constitute Pledged Funds under the Trust Agreement.

Lease rentals are payable from tax increment revenues expected to be available to the Commission from the Civic Center Urban Renewal Area ("Area") for payment of such lease rentals (the "Tax Increment Revenues") and certain other revenues made available to the Commission including revenues from the Allen Capital Improvement Board ("CIB Revenues") and collectively, with the Tax Increment Revenues ("Revenues") and, to the extent that the Revenues are insufficient for such purposes, from a special tax to be levied on all taxable property located within the boundaries within the Fort Wayne Redevelopment District which has boundaries coterminous within the City. The Commission is obligated by statute, and has covenanted by resolution, to make the annual tax levy in an amount sufficient to pay the lease rentals.

Term

The term of the Lease is not to exceed twenty-two (22) years, beginning on the date the Project is complete and ready for use, and ending on the day prior to such date at most twenty-two (22) years thereafter, the earlier of (a) the exercise of the option to purchase by Lessee and payment of the option price, or (b) the payment or defeasance of all obligations of Lessor incurred (i) to finance the cost of the Project, (ii) to refund such obligations, (iii) to refund such refunding obligations.

Rent

The Lessee agrees to pay rental for the Project in semiannual installments. The first semiannual rental installment with respect to the 2014 Project will be due on the day the 2014 Project is complete and ready for use or July 15, 2016, whichever is later. The first semiannual rental installment with respect to the 2016 Project is due on the day the 2016 Project is complete and ready for use or July 15, 2018, whichever is later.

Thereafter, rental will be payable in advance in semiannual installments for the following six-month period on each January 15 and July 15. The last semi-annual rental payment due before the expiration of the Lease will be adjusted to provide for rental at the rate specified in the Lease from the date such installment is due to the date of expiration of the Lease. All rentals payable under the terms of the Lease will be paid by the Lessee to the Trustee.

After the sale of the Series 2016 Bonds issued by the Authority to pay the cost of the acquisition of the property therefor and other expenses incidental thereto, the sum of the semiannual rental installments due in each year (ending January 15) shall be reduced to an amount equal to the multiple of One Thousand Dollars (\$1,000.00) next highest to the highest sum of principal and interest due on the Series 2014 A Bonds and Series 2016 Bonds (collectively, the "Bonds") in any year ending on February 1 plus Five Thousand Dollars (\$5,000.00), payable in equal semiannual installments.

The Lease provides that the Lessee also will pay any taxes and assessments in connection with the Project, and any costs of maintenance, operation and use thereof, so that all rent paid will be net to the Authority and all expenses in connection with the Project will be the responsibility of the Lessee.

Abatement of Rent

If any part of the Project is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use by the Lessee, it will be the obligation of the Authority to restore and rebuild that portion of the Project as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Authority will not be obligated to expend on such restoration or rebuilding more than the condemnation proceeds received by the Authority. If any part of the Project is partially or totally destroyed, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Lessee, the rent will be abated for the period during which the Project or such part thereof is unfit or unavailable for use, and the abatement will be in proportion to the percentage of the Project which is unfit or unavailable for use or occupancy.

Notwithstanding the foregoing, the Project may be modified to add additional property to the Project or remove any portion of the Project, provided, however, following such modification, the rental payable under this Lease shall be based on the value of the portion of the Project which is available for use, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds. If any part of the Project shall be partially or totally destroyed, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Lessee, the Lessee and the Authority agree to substitute other public improvements of similar value as the Project, which substitute improvements shall then constitute the Project under this Lease.

Insurance

The Lessee, at its own expense, will, during the full term of the Lease, keep the Project insured against physical loss or damage in an amount at least equal to the greater of the full replacement cost of the Project and the option to purchase price (see "Option to Purchase"), with such exceptions as are ordinarily required by insurers of similar properties. Blanket property insurance may be used if certain conditions in the Lease are satisfied.

Use of Insurance and Condemnation Proceeds

The Lease provides that, in the event that all or a portion of Project is condemned, proceeds of insurance against damage to or destruction of the Project or proceeds of any condemnation of the Project shall be paid to and held by the Trustee and used to pay for reconstruction or replacement of the Project in accordance with plans approved by the Authority and the Lessee, unless the Lessee elects to exercise its option to purchase. In the event the 2014 Project or the 2016 Project is either damaged or destroyed so as to render such portion of either unfit for its intended use, the rental on such project shall be abated pro rata for the period during which the damaged or destroyed portion is unfit for its intended use.

Option to Purchase

The Lessee has the right and option, on any rental payment upon 30 days' written notice, to purchase the Project at a price equal to the amount required to enable the Authority to redeem the Bonds, pay the costs thereof, and liquidate the Authority if it is to be liquidated.

In the event the Lessee has not exercised its option to purchase the Project, then upon expiration of the Lease and full performance by the Lessee of its obligations under the Lease, the Project will be conveyed by the Authority to the Lessee.

Defaults

The Lease provides that, if the Lessee (i) defaults in the payment of any rentals or other sums payable to the Authority under the Lease, (ii) fails to comply with the terms of its resolution establishing funds for the payment of lease rentals, or (iii) in the observance of any other covenant, agreement or condition of the Lease, and such default continues for ninety (90) days after written notice to correct the same, the Authority may protect and enforce its rights by proceedings at law or in equity.

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APPENDIX E

SUMMARY OF SELECTED PROVISIONS OF THE TRUST AGREEMENT

THE FOLLOWING IS A SUMMARY OF CERTAIN PROVISIONS CONTAINED IN THE TRUST AGREEMENT. THIS SUMMARY DOES NOT PURPORT TO BE A COMPREHENSIVE DESCRIPTION AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE TRUST AGREEMENT.

Creation of Funds and Accounts

The Trust Agreement establishes the following funds and accounts to be held by the Trustee:

- (i) Construction Fund, including:
 - (a) Bond Interest Account, and
 - (b) Construction Account;
- (ii) Sinking Fund; and
- (iii) Operation and Reserve Fund

Operation of Funds and Accounts

Construction Fund. Capitalized interest from bond proceeds will be deposited and held in the Bond Interest Account of the Construction Fund. All other bond proceeds not required to be otherwise deposited will be deposited in the Construction Account of the Construction Fund. The Trustee shall apply the Construction Account to the cost of the financed improvements, including: (i) obligations incurred for labor and to contractors, vendors, builders and materialmen in connection with the improvements to the Project; (ii) fees and expenses of architects, engineers and construction managers; and (iii) all other incidental costs, including the costs of issuance of the Bonds.

The Trustee will pay from the Bond Interest Account (or if the Bond Interest Account is not sufficient, then from the Construction Account) interest as it becomes due on the Bonds until the filing of the Affidavit of Completion, as described below.

Upon the filing with the Trustee of the affidavit of project completion (the "Affidavit of Completion"), the Trustee will (i) transfer from the Bond Interest Account of the Construction Fund to the Sinking Fund an amount sufficient to pay principal of and interest on the Bonds which the lease rental received pursuant to the Lease will not be sufficient to pay when due; and (ii) transfer the balance, if any, in the Bond Interest Account to the Construction Account. The Trustee will hold in the Construction Account 150% of the amount of any disputed claims of contractors and work to be repaired, or if less shall hold the entire balance of the Construction Account, and transfer the unobligated balance of the Construction Account, if any, to the Sinking

Fund. Any balance remaining in the Construction Account after payment of all disputed claims, claims for repair work and obligations for additional improvements or equipment will be transferred to the Sinking Fund within ten days after the last payment of such obligations.

Sinking Fund. The Trustee will deposit in the Sinking Fund from each rental payment received by the Trustee pursuant to the Lease and from proceeds of rental value insurance which represents lease rental payments under the Lease, all of such rental payment or if less an amount which, when added to the amount in the Sinking Fund on the deposit date, equals the sum of (i) unpaid principal and mandatory sinking fund redemption payments due on the Bonds within eight months after the date such rental payment becomes due, and (ii) interest on the Bonds due within 45 days after the date such rental payment becomes due. Any portion of a rental payment remaining after such deposit will be deposited by the Trustee in the Operation and Reserve Fund. The Trustee will pay from the Sinking Fund the principal of the Bonds at maturity as the same falls due.

Operation and Reserve Fund. Amounts on deposit in the Operation and Reserve Fund will be used only to pay necessary incidental expenses of the Authority, the payment of principal of and interest on the Bonds upon redemption or the purchase price of Bonds purchased in the open market, and if the amount in the Sinking Fund at any time is less than the required amount, the Trustee will transfer funds from the Operation and Reserve Fund to the Sinking Fund in an amount sufficient to raise the amount in the Sinking Fund to the required amount. The Operation and Reserve Fund shall be used for the payment of principal of and interest on the Bonds upon redemption or the purchase price of Bonds purchased in the open market, and if the amount in the Sinking Fund at any time is less than the required amount, the Trustee will transfer funds from the Operation and Reserve Fund to the Sinking Fund in an amount sufficient to raise the amount in the Sinking Fund to the required amount.

Funds to Pay Arbitrage Rebate. Pursuant to the written instructions of the Authority, the Trustee shall establish and maintain such fund or funds and take such other actions as may be necessary to enable the Authority to satisfy the requirements of Section 148(f) of the Internal Revenue Code of 1986, as amended, and the applicable arbitrage regulations; provided, however, that the Trustee shall be under no obligation to make computations of the amount of arbitrage required to be rebated to the federal government of the United States of America.

Investment of Funds. Funds will be invested by the Trustee, at the written direction of the Authority, in Qualified Securities, defined in the Trust Agreement as (i) bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the timely payment of the principal of and the interest on which are fully and unconditionally guaranteed by the United States of America or any agency or instrumentality thereof when such obligations are backed by the full faith and credit of the United States of America; (ii) certificates of deposit issued by banks and mutual savings banks incorporated under the laws of the State of Indiana and in national banking associations having their principal banking offices in the State of Indiana, including the Trustee, provided such certificates of deposit do not exceed in the aggregate ten percent (10%) of the combined capital, surplus and undivided profits of any such bank or association and that each such bank or association has a combined capital and surplus of at least \$25,000,000, and provided further that such certificates of deposit are insured by the Federal Deposit Insurance Corporation or, to the extent not so insured, collateralized by interest

bearing obligations described in clause (i) above in which the Trustee has a perfected security interest; (iii) repurchase agreements, entered into with banks and mutual savings banks incorporated under the laws of the State of Indiana and in national banking associations having their principal banking offices in the State of Indiana, including the Trustee, that are fully collateralized by interest-bearing obligations described in clause (i) above based upon the market value of such obligations on the day such agreement becomes effective, in which the Trustee has a perfected security interest; or (iv) money market funds (including those of the Trustee or any of its affiliates) the assets of which are described in (i) above and which funds are rated "Am," "Am-G" or higher by Standard and Poor's Rating Group or its successor.

Redemption of Bonds. Whenever the amounts contained in the Sinking Fund and Operation and Reserve Fund are sufficient, together with any other funds deposited with the Trustee by the Authority to redeem all Bonds then outstanding, the Trustee will apply the amounts in such funds to the redemption of the Bonds as soon as they may be redeemed.

Purchase of Bonds. At the request of the Authority, the Trustee may remove funds from the Operation and Reserve Fund to be used for the redemption of Bonds or for the purchase of Bonds.

Additional Bonds

The Authority covenants in the Trust Agreement that it will not incur any indebtedness secured by the Trust Agreement other than the Bonds unless (i) the financed improvements cannot be completed without unreasonable delay which would threaten a default in the payment of principal or interest on the Bonds without such additional indebtedness, and such additional indebtedness is payable only from the Operation and Reserve Fund (to the extent that such Fund is not needed to pay necessary incidental expenses of the Authority) and from property and income of the Authority remaining or received after all Bonds have become due and payable and sufficient funds have been provided to pay all principal and interest due on the Bonds and all fees of the Trustee then due and payable, or (ii) such additional indebtedness is payable solely from income of the Authority other than the rental payments provided for in the Lease as long as any of the Bonds are outstanding. This covenant shall not be construed to prohibit the issuance of refunding bonds and the pledging of lease rentals to be received after the redemption of the Bonds.

Covenants of the Authority

In the Trust Agreement, the Authority makes certain covenants to the Trustee for the benefit of Bondholders, including but not limited to the following.

Books of Record and Account. The Authority covenants that proper books of record and account will be kept in which full, true and correct entries will be made of all dealings or transactions of or in relation to the properties, business and affairs of the Authority. The Authority will from time to time furnish the Trustee such information as to the property of the Authority as the Trustee reasonably requests and such other information and reports as the Trust Agreement requires.

Use of Proceeds of Bonds. The Authority covenants that the proceeds of the Bonds held in the Construction Account will be used for the following purposes:

- (i) the payment of the costs of the financed improvements to the Project;
- (ii) any balance in excess of 150% of the amount of any disputed claims of contractors and work to be repaired remaining after completion may be obligated within a period of one year thereafter, upon written request of the Lessee, for the purchase of equipment for the improvements or for further improvements;
- (iii) any balance in excess of 150% of the amount of any disputed claims and work to be repaired remaining unobligated after one year from the filing of the Affidavit of Completion will be transferred to the Sinking Fund; and
- (iv) any balance remaining after payment of all obligations authorized by clause (ii) above will be transferred to the Sinking Fund within ten days after the last payment of such obligations.

Tax Covenants. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, the Authority represents, covenants and agrees that, among other things, it will not take any action or fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code, nor will the Authority act in any other manner which would adversely affect such exclusion.

Insurance

Insurance Required During Construction of Improvements. During the construction period, the Authority is required to carry or cause other persons to carry for its benefit builder's risk insurance in the amount of 100% of the insurable value of the improvements against physical loss or damage thereto, and bodily injury and property damage insurance. All construction contracts will require the contractor to carry such insurance as will protect the contractor from liability under Indiana Worker's Compensation and Worker's Occupations Diseases Acts.

Insurance Required After Completion of Improvements. After the completion of the improvements, the Authority is required to carry or cause to be carried, and the Lessee in the Lease has agreed to carry, (i) insurance on the mortgaged property against physical loss or damage; (ii) rent or rental value insurance; and (iii) public liability and property damage insurance in amounts customarily carried for similar properties. See "SUMMARY OF CERTAIN LEGAL DOCUMENTS -- SUMMARY OF SELECTED PROVISIONS OF THE LEASE -- Insurance."

Use of Proceeds from Insurance. Subject to the terms of the Lease, the proceeds of such insurance (other than rental value insurance which represents lease rental payments) received by the Trustee will be applied to the restoration and reconstruction of the damaged or destroyed property. In the event the Authority does not commence to repair, replace or reconstruct the

damaged or destroyed property within 90 days after damage or destruction, or the Authority abandons or fails diligently to pursue the same, the Trustee may make or complete such repairs, replacements or reconstructions. If the Authority does not proceed in good faith with repair, replacement or reconstruction for 120 days, the Trustee upon receipt of the insurance money must, unless the Trustee proceeds to make such repairs, replacements or reconstructions, transfer the insurance proceeds to the Sinking Fund. If the cost of such repair, replacement or reconstruction exceeds the amount of insurance proceeds and other amounts available for such purpose, or the repair, replacement or reconstruction cannot be completed within the period covered by rental value insurance, the insurance proceeds will be applied to the option to purchase price under the Lease, and the Bonds will be subject to extraordinary optional redemption in whole or in part at any time at a price equal to 100% of the principal amount thereof plus accrued interest to the date of redemption. Furthermore, if at any time the property is totally or substantially destroyed, and the amount of insurance money is sufficient to redeem all then outstanding Bonds and such Bonds are then subject to redemption, the Authority, with the written approval of the Lessee, may direct the Trustee to use said money for the purpose of redeeming all Bonds outstanding at the then current redemption price. See "SUMMARY OF CERTAIN LEGAL DOCUMENTS -- SUMMARY OF SELECTED PROVISIONS OF THE LEASE -- Damage and Destruction of Project."

Events of Default and Remedies

Events of Default. The following are each an Event of Default under the Trust Agreement:

- (i) Default in the payment on the due date of the interest on any Bond;
- (ii) Default in the payment on the due date of the principal of or premium on any Bond, whether at the stated maturity thereof, or upon proceedings for the redemption thereof, or upon the maturity thereof by declaration;
- (iii) Default in the performance or observance of any other of the covenants or agreements of the Authority in the Trust Agreement, any supplemental agreement, or the Bonds, and the continuance thereof for a period of 60 days after written notice thereof to the Authority by the Trustee;
- (iv) The Authority: (a) admits in writing its inability to pay its debts generally as they become due, (b) files a petition in bankruptcy, (c) makes an assignment for the benefit of its creditors, or (d) consents to or fails to contest the appointment of a receiver or trustee for itself or of the whole or any substantial part of the financed property or any income therefrom;
- (v) (a) The Authority is adjudged insolvent by a court of competent jurisdiction, (b) the Authority, on a petition in bankruptcy filed against the Authority, is adjudged a bankrupt, or (c) an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Authority, a receiver or trustee of the Authority or of the whole or any substantial part of the financed property or

any income therefrom, and any of the aforesaid adjudications, orders, judgments or decrees is not vacated, set aside or stayed within 60 days from the date of entry thereof;

(vi) Any judgment is recovered against the Authority or any attachment or other court process issues that becomes or creates a lien upon the Lease or the Pledged Funds, and such judgment, attachment or court process is not discharged or effectually secured within 60 days;

(vii) The Authority files a petition under the provisions of the United States Bankruptcy Code, or files an answer seeking the relief provided in said Bankruptcy Code;

(viii) A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against the Authority under the provisions of said Bankruptcy Code, and such judgment, order or decree is not vacated, set aside or stayed within 120 days from the date of the entry thereof;

(ix) Under the provisions of any other law now or hereafter existing for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the Authority or of the whole or any substantial part of the financed property or the income therefrom, and such custody or control is not terminated within 120 days from the date of assumption of such custody or control;

(x) Failure of the Authority to bring suit to mandate the Lessee to levy a tax to pay the rental provided in the Lease, or take such other action to enforce the Lease as is reasonably requested by the Trustee, if such rental is more than 30 days in default;

(xi) The lease rental provided for in the Lease is not paid when due; or

(xii) Any other default occurs and is continuing under the Lease.

Remedies. In the case of the happening and continuance of any of the events of default, the Trustee, by notice in writing mailed to the Authority, may, and upon written request of the registered owners of 25% in principal amount of the Bonds then outstanding must, declare the principal of all Bonds outstanding, and the interest accrued thereon, immediately due and payable. Upon such declaration, the principal and interest will become immediately due and payable. However, the registered owners of a majority in principal amount of all outstanding Bonds, by written notice to the Authority and to the Trustee, may annul each declaration and destroy its effect at any time if all agreements with respect to which default has been made are fully performed and all such defaults are cured, and all arrears of interest upon all Bonds outstanding and the reasonable expenses and charges of the Trustee, its agents and attorneys, and all other indebtedness secured by the Trust Agreement, except the principal of any Bonds not then due by their terms and interest accrued thereon since the then last interest payment date, are paid or the amount thereof is paid to the Trustee for the benefit of those entitled thereto.

In case of the happening and continuance of any event of default, the Trustee may, and shall upon the written request of the registered owners of at least 25 % in principal amount of the Bonds then outstanding and upon being indemnified to its reasonable satisfaction, proceed to protect and enforce its rights and the rights of the registered owners of the Bonds by suit or suits

in equity or at law, or in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained in the Trust Agreement or in aid of any power granted in the Trust Agreement, or for the enforcement of any other appropriate legal or equitable remedy.

All money received by the Trustee pursuant to any right given or action taken by the Trustee upon default will be applied as follows:

(i) to the payment of all costs and expenses of the proceedings resulting in the collection of such money and the expenses incurred by the Trustee;

(ii) unless the principal of all the Bonds shall have become or have been declared due and payable, all such moneys shall be applied:

First--To the payment of the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, of the persons entitled thereto, without any discrimination or privilege; and

Second--To the payment of the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds previously called for redemption for the payment of which moneys are held pursuant to the provisions of the Trust Agreement), in the order of their due dates, and if the amount available shall not be sufficient to pay in full all Bonds due on any particular date, then to the payment ratably, according to the amount of principal due on such date, of the persons entitled thereto without any discrimination or privilege; and

(iii) if the principal of the Bonds shall have become or have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amount due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

No owner of any Bond has the right to institute any proceeding in law or equity or for any other remedy under the Trust Agreement, without first giving notice in writing to the Trustee of the occurrence and continuance of an event of default, and unless the registered owners of at least 25 % in principal amount of the then outstanding Bonds have made written request to the Trustee and have offered it reasonable opportunity either to proceed to exercise the powers granted under the Trust Agreement or to institute such action, suit or proceeding in its own name, and without also having offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred by the Trustee; and such notice, request and offer of indemnity may be required by the Trustee as conditions precedent to the execution of the powers

and trusts of the Trust Agreement or to the institution of any suit, action or proceeding at law or in equity or for any other remedy under the Trust Agreement, or otherwise, in case of any such default. No one or more registered owners of the Bonds has any right in any manner whatsoever to affect, disturb or prejudice the lien of the Trust Agreement by such owner's or owners' action, or to enforce any right thereunder except in the manner therein provided, and all proceedings at law or in equity must be instituted, had and maintained in the manner therein provided, and for the equal benefit of all registered owners of outstanding Bonds. However, the right of any registered owner of any Bond to receive payment of the principal of and interest on such Bond on or after the respective due dates therein expressed, or to institute suit for the recovery of any such payment on or after such respective dates, will not be impaired or affected without the consent of such registered owner.

No member, officer or employee of the Authority or of any department or board thereof shall be individually or personally liable for the payment of the principal of or interest or redemption premium on any Bond. Nothing contained in the Trust Agreement shall, however, relieve any such member, officer or employee from the performance of any duty provided or required by law.

Supplemental Agreements

The Authority and the Trustee may, without notice to or consent of any Bondholder, enter into supplemental agreements which are not inconsistent with the terms and provisions of the Trust Agreement:

- (i) to provide for the issuance of the Series 2016 Bonds; or
- (ii) to cure any ambiguity or formal defect or omission in the Trust Agreement, or in any supplemental agreement, which does not adversely affect the rights of the registered owners; or
- (iii) to grant to or confer upon the Trustee, for the benefit of the registered owners, any additional benefits, rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the registered owners or the Trustee; or
- (iv) to modify, amend or supplement the Trust Agreement to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America or to obtain or maintain bond insurance with respect to payments of principal of and interest on the Bonds; or
- (v) to provide for the refunding or advance refunding of the Bonds in whole or in part;
- (vi) to designate a person to act as successor depository and authorize the execution of a new representations letter, or to provide for the execution and authentication of certificates for the Bonds and delivery of such certificates to the beneficial owners of the Bonds; or

(vii) to procure or maintain a rating on the Bonds from a nationally recognized securities rating agency designated in such supplemental agreement, if such supplemental agreement will not adversely affect the owners of the Bonds.

In addition, the registered owners of not less than 66-2/3 % in aggregate principal amount of the Bonds then outstanding may consent to and approve supplemental agreements as are deemed necessary or desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Trust Agreement or in any supplemental agreement; provided, however, that such supplemental agreement does not effect:

- (i) an extension of the maturity of the principal of or interest on any Bond; or
- (ii) a reduction in the principal amount of any Bond or the rate of interest or the applicable redemption premium, if any, thereon; or
- (iii) a preference or priority of any Bond or Bonds over any other Bond or Bonds; or
- (iv) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental agreement.

Notwithstanding the foregoing, the rights and obligations of the Authority and of the registered owners of the Bonds, and the terms and provisions of the Bonds and the Trust Agreement, or any supplemental agreement, may be modified or altered in any respect with the consent of the Authority and the consent of the registered owners of all the Bonds then outstanding.

Defeasance

If, when the Bonds or a portion thereof have become due and payable in accordance with their terms or have been duly called for redemption or irrevocable instructions to call such Bonds for redemption have been given by the Authority to the Trustee, and the whole amount of the principal and the interest and premium, if any, so due and payable upon all of such Bonds then outstanding are paid or (i) sufficient money, or (ii) noncallable obligations of, or unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due, without reinvestment, will provide sufficient money, or (iii) a combination thereof, are held for such purpose under the provisions of the Trust Agreement, and provision is also made for paying all Trustee's fees and expenses and other sums payable under the Trust Agreement by the Authority, such Bonds shall no longer be deemed to be outstanding under the Trust Agreement. In the event the foregoing applies to all Bonds secured by the Trust Agreement, the right, title and interest of the Trustee will thereupon cease, determine and become void.

Upon any such termination of the Trustee's title, on demand of the Authority, the Trustee shall turn over to the Authority or to such officer, board or body as may then be entitled by law to receive the same, any surplus in the Sinking Fund and in the Operation and Reserve Fund and all balances remaining in any other funds or accounts, other than moneys and obligations held for the redemption or payment of Bonds.

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APPENDIX F

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Phone +1 574 234 4149
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October __, 2016

Fort Wayne Redevelopment Authority
Fort Wayne, Indiana

U.S. Bank National Association, as trustee
Indianapolis, Indiana

Re: Fort Wayne Redevelopment Authority Lease Rental Revenue Bonds, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel to the Fort Wayne Redevelopment Authority (the "Issuer") in connection with the issuance by the Issuer of _____ and 00/100 Dollars (\$_____.00) aggregate principal amount of Fort Wayne Redevelopment Authority Lease Rental Revenue Bonds, Series 2016, originally dated October __, 2016 (the "Bonds"), pursuant to a Trust Agreement, dated as of July 1, 2014, as supplemented and amended by a First Supplemental Trust Agreement, dated as of October 1, 2016 (collectively, the "Trust Agreement"), between the Issuer and U.S. Bank National Association, as trustee (the "Trustee").

We have examined a certified transcript of proceedings and such other certificates, instruments and documents as we have deemed necessary as a basis for this opinion.

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

As to questions of fact material to our opinion, we have relied upon representations, covenants and certifications of the Issuer, public officials and others contained in the Trust Agreement, the certified transcript of proceedings and other certificates, instruments

and documents furnished to us, without undertaking to verify such facts by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Issuer is duly created and validly existing as a separate body corporate and politic and as an instrumentality of the City of Fort Wayne, Indiana, with the power to enter into the Trust Agreement and the Lease described below, perform the agreements on its part contained therein and issue the Bonds.

2. The Amended and Restated Lease, dated as of August 1, 2014, between the Issuer, as lessor, and the Fort Wayne Redevelopment Commission (the "Commission"), as lessee, as amended by an Addendum to Lease, dated as of February 24, 2016, and as further amended by a Second Addendum to Lease, dated as of October __, 2016 (the lease as amended shall be referred to herein as the "Lease"), has been duly entered into in accordance with the provisions of Indiana Code 36-7-14 (the "Act") and is a valid and binding lease enforceable in accordance with its terms, subject to the qualifications that the enforcement of certain rights and remedies provided in the Lease may be limited by the laws of the State of Indiana, but such laws of the State of Indiana do not prevent the practical realization of the principal benefits of, or the security provided by, the Lease. All taxable property in the City of Fort Wayne Redevelopment District is subject to ad valorem taxation to pay the Lease rental. The Commission is required by the Act and the Lease annually to levy and appropriate an amount sufficient to pay the Lease rentals during the term of the Lease.

3. The Issuer has duly authorized, sold, executed and delivered the Bonds and has duly authorized and executed the Trust Agreement. The Trust Agreement is a valid and binding obligation of the Authority enforceable in accordance with its terms, subject to the qualifications that the enforcement of certain rights and remedies provided in the Trust Agreement may be limited by the laws of the State of Indiana, but such laws of the State of Indiana do not prevent the practical realization of the principal benefits or the security provided by the Trust Agreement.

4. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and binding special obligations of the Issuer secured by and payable solely from the sources provided in the Trust Agreement.

5. The interest on the Bonds is excludable pursuant to Section 103 of the Internal Revenue Code of 1986, as amended and in effect on the date hereof (the "Code"), from gross income for federal income tax purposes, and the Bonds are not "private activity bonds" under Section 141 of the Code; however it should be noted that with respect to corporations (as defined for federal income tax purposes), interest on the Bonds is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations. The opinions set forth in the preceding sentence are subject to the

condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Bonds to cease to be excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. We express no opinion regarding any other federal tax consequences arising with respect to the Bonds.

6. The interest on the Bonds is exempt from taxation in the State of Indiana for all purposes except the Indiana financial institutions tax.

It is to be understood that the rights of the holders of the Bonds, the Issuer, the Commission and the enforceability of the Bonds, the Trust Agreement and the Lease may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Opinion prepared by: Randolph R. Rompola

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APPENDIX G

CONTINUING DISCLOSURE AGREEMENT

This CONTINUING DISCLOSURE AGREEMENT (the "Agreement") is made as of October 1, 2016, by the Fort Wayne Redevelopment Authority, a public body corporate and politic, organized and existing under Indiana Code 36-7-14.5 (the "Authority") and the Fort Wayne Redevelopment Commission, the governing body of the Department of Redevelopment and the Redevelopment District of the City of Fort Wayne, Indiana (the "Commission") (both the Authority and the Commission are collectively referred to herein as the "Obligor"), for the purpose of permitting _____ (the "Underwriter"), to purchase the Fort Wayne Redevelopment Authority Lease Rental Revenue Bonds, Series 2016, dated October __, 2016 (the "Bonds"), issued pursuant to a Trust Agreement dated as of July 1, 2014, as supplemented by a First Supplemental Trust Agreement dated as of October 1, 2016 (collectively, the "Trust Agreement") between the Authority and U.S. Bank National Association, as trustee, in compliance with the Securities and Exchange Commission ("SEC") Rule 15c2-12 (the "SEC Rule") as published in the Federal Register on November 17, 1994, as amended.

WHEREAS, the Authority has issued its Bonds pursuant to the Trust Agreement; and

WHEREAS, pursuant to an Amended and Restated Lease Agreement, between the Authority, as lessor, and the Commission, as lessee, dated as of August 1, 2014, as amended by an Addendum to Lease dated as of February 24, 2016, as further amended by a Second Addendum to Lease dated as of October __, 2016 (the lease as amended from time to time shall be referred to herein as the "Lease"), the Commission is required to pay lease rentals, which rentals will be used to pay the principal and interest due on the Bonds; and

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

NOW, THEREFORE, it is agreed by the parties hereto as follows:

Section 1. Definitions. The words and terms defined in this Agreement shall have the meanings herein specified. Those words and terms not expressly defined herein shall have the meanings assigned to them in the SEC Rule.

- (1) "Bondholder" or "holder" or any similar term, when used with reference to a bond or Bonds, means any person who shall be the registered owner of any outstanding Bond, including the holders of beneficial interests in the Bonds.
- (2) "Final Official Statement" means the Official Statement, dated as of October __, 2016, relating to the Bonds, including any document included by specific reference to such document previously provided to the MSRB.

- (3) "MSRB" means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule. Unless otherwise designated by the MSRB or the SEC, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.
- (4) "Obligated Person" means any person, including an issuer of municipal securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other credit or liquidity facilities). All Obligated Persons with respect to the Bonds currently are identified herein.

Section 2. Obligated Persons. The Obligor hereby warrants and represents as of the date hereof that the Obligor is the only Obligated Person with respect to the Bonds. If the Obligor is no longer committed by contract or other arrangement to support payment of the obligations on the Bonds, the Obligor shall no longer be considered an Obligated Person within the meaning of the SEC Rule and the continuing obligation under this Agreement to provide annual financial information and notices of events shall terminate with respect to the Obligor. If the Obligor is no longer considered an Obligated Person within the meaning of the SEC Rule, the Obligor shall file, or cause to be filed with the MSRB a written notice that it is no longer an Obligated Person. In the event that any entity subsequently becomes an Obligated Person with respect to the Bonds, the Obligor agrees to use its best efforts (so long as it continues to be an Obligated Person with respect to the Bonds) to cause such other entity to enter into a written undertaking to comply with the disclosure requirements of the Obligated Person set forth herein.

Section 3. Term. The term of this Agreement is from the date hereof to the earlier of (i) the date of the last payment of principal of and interest on the Bonds, or (ii) the date the Bonds are defeased under the Trust Agreement, or (iii) the date of rescission as described in Section 10.

Section 4. Provision of Financial Information.

(a) The Obligor hereby undertakes to provide the following financial information:

- (1) When and if available, the audited financial statements of the City of Fort Wayne, Indiana (the "City"), as prepared and examined by the State Board of Accounts for each twelve (12)-month period of the City, beginning with the twelve (12)-month period ending December 31, 2016, together with the opinion of such accountants and all notes thereto, within sixty (60) days of receipt from the State Board of Accounts; and

- (2) Within one hundred eighty (180) days of December 31, beginning with December 31, 2016, unaudited annual financial information for the City for such calendar year including (i) unaudited financial statements of the City if audited financial statements are not then available; and (ii) operating data (excluding any demographic data or forecasts) of the type included under the following headings in Appendix A to the Final Official Statement (collectively, the "Annual Information"):

APPENDIX A

GENERAL ECONOMIC AND FINANCIAL INFORMATION

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

(b) To the extent the Annual Information or audited financial statements relating to the City referred to in paragraph (a) of this Section 4 is included in a final official statement (as that term is defined in paragraph (f)(3) of the SEC Rule) dated within one hundred twenty (120)-days prior to the due date for such information for any fiscal year and filed with the MSRB, the Obligor shall have been deemed to have provided that information as of the due date for the immediately preceding fiscal year as required by paragraphs (a)(1) and (2) of this Section 4.

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

(d) The disclosure shall be accompanied by a certificate of an authorized representative of the Obligor in the form of Exhibit A attached hereto.

(e) Annual Information or audited financial statements required to be provided pursuant to this Section 4 may be provided by a specific reference to such Annual Information or audited financial statements already prepared and previously provided to the MSRB, or filed with the SEC; however, if such document is a final official statement, it must also be available from the MSRB.

Section 5. Accounting Principles. The financial information will be prepared on a cash basis as prescribed by the State Board of Accounts, as in effect from time to time, as

described in the auditor's report and notes accompanying the audited financial statements of the City or those mandated by state law from time to time. The audited financial statements of the City, as described in Section 4(a)(1) hereof, will be prepared in accordance with generally accepted accounting principles and Government Auditing Standards issued by the Comptroller General of the United States.

Section 6. Material Events. The Obligor undertakes to disclose in a timely manner the occurrence of only the following events (not in excess of ten (10) business days after the occurrence of such event) to the MSRB:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults; if material¹;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) 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 status of the Bonds;
- (7) modifications to the rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the City²;
- (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of

¹ If material, then as materiality is interpreted under the Securities Exchange Act of 1934, as amended.

² This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

- a definitive agreement relating to any such actions, other than pursuant to its terms, if material; or
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

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

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

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

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

Section 9. Remedies.

(a) The purpose of this Agreement is to enable the Underwriter to purchase the Bonds by providing for an undertaking by the Obligor in satisfaction of the SEC Rule. This Agreement is solely for the benefit of the holders of the Bonds and creates no new contractual or other rights for, nor can it be relied upon by, the SEC, underwriters, brokers, dealers, municipal securities dealers, potential customers, other Obligated Persons or any other third party. The sole remedy against the Obligor for any failure to carry out any provision of this Agreement shall be for specific performance of the Obligor's disclosure obligations hereunder and not for money damages of any kind or in any amount or for any other remedy.

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

(c) Subject to paragraph (d) of this Section 9, any challenge to the adequacy of the information provided by the Obligor by the terms of this Agreement may be pursued only by holders of not less than 25% in principal amount of Bonds then outstanding in any court of competent jurisdiction in the county in which the Obligor is located. An affidavit to the effect that such persons are holders of Bonds supported by reasonable documentation of such claim

shall be sufficient to evidence standing to pursue the remedy set forth in paragraph (a) of this Section 9.

(d) Prior to pursuing any remedy under this Section 9, a holder of Bonds shall give notice to the Obligor, via registered or certified mail, of such breach and its intent to pursue such remedy. Fifteen (15) days after mailing of such notice, and not before, a holder of Bonds may pursue such remedy under this Section. The Obligor's failure to honor its covenants hereunder shall not constitute a breach or default of the Bonds, the Trust Agreement, the Lease or any other agreement to which the Obligor is a party.

Section 10. Prior Undertakings. Except as described in the Final Official Statement, in the previous five (5) years, the Obligor has been in compliance with the SEC Rule for all its financings which are subject to the requirements of the SEC Rule.

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

Section 12. Interpretation Under Indiana Law. It is the intention of the parties hereto that this Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with, the law of the State of Indiana.

Section 13. Severability Clause. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 14. Successors and Assigns. All covenants and agreements in this Agreement made by the Obligor shall bind its successors, whether so expressed or not.

Section 15. Notices. All notices required to be given under this Agreement shall be made at the following addresses:

If to the Obligor:

Fort Wayne Redevelopment Commission
Citizens Square
200 East Berry Street, Room 320
Fort Wayne, Indiana 46802

* * * * *

IN WITNESS WHEREOF, the undersigned have caused this Continuing Disclosure Undertaking Agreement to be executed as of the date first above written.

FORT WAYNE
REDEVELOPMENT AUTHORITY

President

ATTEST:

Secretary-Treasurer

FORT WAYNE
REDEVELOPMENT COMMISSION

President

ATTEST:

Secretary

EXHIBIT A

CERTIFICATE RE: ANNUAL FINANCIAL INFORMATION DISCLOSURE

The undersigned, on behalf of the Fort Wayne Redevelopment Authority and the Fort Wayne Redevelopment Commission, as the collective Obligor under the Continuing Disclosure Undertaking Agreement, dated October 1, 2016 (the "Agreement"), hereby certifies that the information enclosed herewith constitutes the Annual Information (as defined in the Agreement) which is required to be provided pursuant to Section 4(a)(2) of the Agreement.

Dated: _____

FORT WAYNE
REDEVELOPMENT COMMISSION

By: _____
President

ATTEST:

By: _____
Secretary

EXHIBIT B

CERTIFICATE RE: MATERIAL EVENT DISCLOSURE

The undersigned, on behalf of the Fort Wayne Redevelopment Authority and the Fort Wayne Redevelopment Commission, as collective Obligor under the Continuing Disclosure Undertaking Agreement, dated October 1, 2016 (the "Agreement"), hereby certifies that the information enclosed herewith constitutes notice of the occurrence of a material event which is required to be provided pursuant to Section 6 of the Agreement.

Dated: _____

FORT WAYNE
REDEVELOPMENT COMMISSION

By: _____
President

ATTEST:

By: _____
Secretary

EXHIBIT C

NOTICE TO DEPOSITORIES OF FAILURE TO FILE INFORMATION

Notice is hereby given that the Fort Wayne Redevelopment Authority and Fort Wayne Redevelopment Commission (collectively referred to as the "Obligor") has not provided the Annual Information as required by Section 4(a)(2) of the Agreement.

Dated: _____

FORT WAYNE
REDEVELOPMENT COMMISSION

By: _____
President

ATTEST:

By: _____
Secretary

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