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

This Preliminary Official Statement is deemed "nearly final" and is dated November 7, 2018

In the opinion of Barnes & Thornburg LLP, South Bend, Indiana, ("Bond Counsel") under existing laws, interest on the Bonds (as hereinafter defined) is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the 2018 Bonds. In the opinion of Barnes & Thornburg LLP, South Bend, Indiana, under existing laws, interest on the 2018 Bonds is exempt from income taxation in the State of Indiana, except for the financial institutions tax. The Bonds are not bank qualified. See "TAX MATTERS" and Appendix E herein.

$5,605,000*
WARSAW REDEVELOPMENT AUTHORITY
Warsaw, Indiana
LEASE RENTAL REVENUE BONDS, SERIES 2018
(Airport Industrial Park Project)

Original Date: Date of Delivery (Anticipated to be December 5, 2018) Due February 1 and August 1, as shown on the inside cover page

The Warsaw Redevelopment Authority (the "Issuer" or "Authority") is issuing $5,605,000* of its Lease Rental Revenue Bonds, Series 2018 (the "Bonds") to finance a portion of the costs of certain sewage utility collection improvements and related road improvements to portions of certain streets located in an area recently annexed by the City of Warsaw, Indiana (the "City") (the "Project") in, serving, or benefiting the Consolidated Northern Economic Development Area (the "Consolidated Area") as more fully described herein, to fund a debt service reserve and to pay issuance expenses. The Project will be leased by the Authority to the City of Warsaw Redevelopment Commission (the "Commission").

The Bonds are secured by and payable from fixed, semiannual lease rental payments (the "Lease Rental(s)") to be paid by the Commission directly to The Huntington National Bank, in Indianapolis, Indiana (the "Trustee") on behalf of the Authority pursuant to the Lease (herein defined) between the Commission and the Authority. The Authority has directed such Lease Rentals to be paid to the Trustee pursuant to a Trust Indenture between the Authority and the Trustee dated as of December 1, 2018 (the "Trust Indenture"). **Such Lease Rentals are payable from a special benefits tax to be levied by the Commission upon all taxable property located within the Warsaw Redevelopment District (the "District") (the "Special Tax").** The boundaries of the District are coterminous with the City. The Bonds are anticipated to be paid from Tax Increment (hereinafter defined) collected in the Consolidated Area. The Tax Increment is not pledged to the Bonds but the Commission reasonably expects to have sufficient Tax Increment available to pay the Lease Rentals when due. The Bonds are further secured by a debt service reserve. The Bonds shall not constitute an indebtedness of the Commission or the District within the meaning of the provisions and limitations of the Constitution of the State of Indiana.

The Bonds will be issued only as fully registered bonds, and when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"). Purchases of beneficial interests in the Bonds will be made in book-entry-only form in the denomination of $5,000 or any integral multiple thereof. Purchasers of beneficial interests in the Bonds (the "Beneficial Owners") will not receive physical delivery of certificates representing their interests in the Bonds. Interest on the Bonds will be payable semiannually on February 1 and August 1 of each year, beginning August 1, 2019. Principal and interest will be disbursed on behalf of the Authority by The Huntington National Bank, in Indianapolis, Indiana (the "Registrar" and "Paying Agent"). Interest on the Bonds will be paid by check, mailed one business day prior to the interest payment date or by wire transfer to depositories on or before the interest due date. The principal of and premium, if any, on the Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent. Interest on, together with the principal of, the Bonds will be paid directly to DTC by the Paying Agent so long as DTC or its nominee is the registered owner of the Bonds. The final disbursement of such payments to the Beneficial Owners of the Bonds will be the responsibility of the DTC Participants and the Indirect Participants. See "BOOK-ENTRY-ONLY SYSTEM". The Bonds will be subject to optional redemption prior to maturity, as more fully described herein. The Bonds may be issued as "Term Bonds" at the Underwriter's (hereinafter defined) discretion and in that case would be subject to mandatory sinking fund redemption as more fully described herein.

*Preliminary, subject to change. The Authority reserves the right to resize the principal maturities of the Bonds to achieve its financial objectives with respect to the Bonds.

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** _________)

Maturity*	Principal*	Interest Rate	Yield	CUSIP	Maturity*	Principal*	Interest Rate	Yield	CUSIP
August 1, 2019	$5,000				August 1, 2031	$170,000			
February 1, 2020	5,000				February 1, 2032	175,000			
August 1, 2020	75,000				August 1, 2032	180,000			
February 1, 2021	75,000				February 1, 2033	180,000			
August 1, 2021	80,000				August 1, 2033	120,000			
February 1, 2022	80,000				February 1, 2034	120,000			
August 1, 2022	85,000				August 1, 2034	125,000			
February 1, 2023	90,000				February 1, 2035	125,000			
August 1, 2023	95,000				August 1, 2035	130,000			
February 1, 2024	95,000				February 1, 2036	130,000			
August 1, 2024	100,000				August 1, 2036	135,000			
February 1, 2025	105,000				February 1, 2037	135,000			
August 1, 2025	105,000				August 1, 2037	140,000			
February 1, 2026	105,000				February 1, 2038	140,000			
August 1, 2026	115,000				August 1, 2038	75,000			
February 1, 2027	115,000				February 1, 2039	75,000			
August 1, 2027	115,000				August 1, 2039	75,000			
February 1, 2028	120,000				February 1, 2040	80,000			
August 1, 2028	215,000				August 1, 2040	80,000			
February 1, 2029	220,000				February 1, 2041	85,000			
August 1, 2029	225,000				August 1, 2041	85,000			
February 1, 2030	225,000				February 1, 2042	85,000			
August 1, 2030	165,000				August 1, 2042	85,000			
February 1, 2031	170,000				February 1, 2043	90,000			

*Preliminary, subject to change. The Authority reserves the right to resize the principal maturities of the Bonds to achieve its financial objectives with respect to the Bonds.

INFORMATION FOR BIDDING

Date and Time of Sale: Upon 24 hours' notice. Anticipated to take place on November 14, 2018, at 11:00 A.M. (ET)
Place of Sale: Umbaugh, 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana 46240
Maximum Interest Rate: 6.0% **Minimum Purchase Price**: 99.0% ($5,548,950*)**
Multiples: 1/8, 1/20 or 1/100 of 1%, non-descending **Anticipated Closing Date:** December 5, 2018
Good Faith Deposit: $56,050 * certified or cashier's check or wire transfer submitted by the winning bidder no later than 3:30 p.m. (ET) on the business day following the award
Method of Bidding: Electronic bidding by PARITY® or traditional bidding.
Basis of Award: Net Interest Cost (NIC)
Issue Price Determination: As set forth in the Preliminary Official Statement, the bidder agrees by submission of their bid to assist the City in establishing the issue price of the Bonds under the terms outlined in Appendix G and shall execute and deliver to the Authority at closing an "issue price" certificate, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the Authority, and bond counsel. Provided the winning bidder is purchasing the Bonds as an Underwriter (as defined in Appendix G) is not purchasing the Bonds with the intent to hold the Bonds for its own account, then the Authority and the Purchaser shall agree to the process by which issue price will be established on the date of sale of the Bonds in the event that the Competitive Sale Requirements (as defined in Appendix G) are not met. The winning bidder must agree to execute the applicable schedules depending on the sale results.

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

The Bonds are being offered for delivery when, as and if issued and received by the Underwriter (hereinafter defined) and subject to the approval of legality by Barnes & Thornburg LLP, Indianapolis, Indiana, Bond Counsel. Certain legal matters will be passed on by Mr. Michael Valentine, as Attorney for the Authority. The Bonds are expected to be available for delivery to DTC, in New York, New York on or about December 5, 2018.

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

No dealer, broker, salesman or other person has been authorized by the 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 Authority and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness. The information and expressions of opinions 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 Authority will provide a certificate stating there have been no material changes in the information contained in the Final Official Statement, since its delivery.

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

*Preliminary, subject to change. The Authority reserves the right to resize the principal maturities of the Bonds to achieve its financial objectives with respect to the Bonds.

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

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PROJECT PERSONNEL

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

Redevelopment Authority

George Clemens, President
Steve Truman, Vice President
Max Mock, Secretary-Treasurer

Common Council

Cindy Dobbins
William G. Frush
Jeff Grose
Mike Klondaris
Diane Quance
Ron Shoemaker
Jack Wilhite

Redevelopment Commission

Tim Meyer, President
Rick Snodgrass, Vice-President
George Clemens
Jeff Grose
Mike Klondaris
Jeremy Mullins

Mayor

Joseph M. Thallemer

Clerk-Treasurer

Lynne Christiansen

City Planner

Jeremy Skinner

Authority and
Commission Attorney

Michael L. Valentine
Turner Valentine, LLP
121 West Market Street, Suite C
Warsaw, Indiana 46580

Bond Counsel

Randolph R. Rompola
Barnes & Thornburg LLP
700 1st Source Bank Center
100 North Michigan Street
South Bend, Indiana 46601

Municipal Advisor

Todd A. Samuelson
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

$5,605,000*
WARSAW REDEVELOPMENT AUTHORITY
Warsaw, Indiana
LEASE RENTAL REVENUE BONDS, SERIES 2018
(Airport Industrial Park Project)

INTRODUCTION TO THE OFFICIAL STATEMENT

The Warsaw Redevelopment Authority (the "Issuer" or "Authority") is issuing $5,605,000* of Lease Rental Revenue Bonds, Series 2018 (the "Bonds"). The Authority is a separate body corporate and politic, organized as an instrumentality of the City. The Authority was created under and pursuant to IC 36-7-14.5 to finance the construction or acquisition of local public improvements and to lease them to the City of Warsaw Redevelopment Commission (the "Commission") for purposes of redevelopment.

PURPOSE

The Bonds are being issued to finance a portion of the costs of certain sewage utility collection improvements and related road improvements to portions of certain streets located in an area recently annexed by the City of Warsaw, Indiana (the "City") (the "Project") in, serving, or benefiting the Consolidated Northern Economic Development Area (the "Consolidated Area") as more fully described herein, to fund a debt service reserve and to pay issuance expenses. The Project will be leased by the Authority to the Commission.

SECURITY AND SOURCES OF PAYMENT

The Bonds will be secured as described in the Trust Indenture dated as of December 1, 2018 (the "Trust Indenture") between the Authority and The Huntington National Bank, located in Indianapolis, Indiana (the "Trustee"). The Bonds are payable from semiannual lease rental payments (the "Lease Rental(s)") to be paid by the Commission directly to the Trustee pursuant to a Lease Agreement between the Authority and the Commission dated as of December 1, 2018, as amended (the "Lease"). Pursuant to the Lease, the Leased Premises (defined herein) will be leased by the Authority to the Commission.

The Lease Rentals are payable from a special tax to be levied by the Commission upon all taxable property located within the Warsaw Redevelopment District (the "District") (the "Special Tax"). The boundaries of the District are coterminous with the City of Warsaw (the "City"). The Bonds are anticipated to be paid from Tax Increment (hereinafter defined) collected in the Consolidated Area. The Tax Increment is not pledged to the Bonds but the Commission reasonably expects to have sufficient Tax Increment available to pay the Lease Rentals when due. Additional security will be provided through the funding of a debt service reserve at closing.

The Bonds do not constitute a corporate obligation of the City or the Commission, but constitute an obligation of the Authority payable from the Special Tax. As described above, the Commission reasonably expects to pay the Bonds from Tax Increment.

The Commission agrees to pay fixed Lease Rentals for the Leased Premises (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 Bonds. The term of the Lease is twenty-five (25) years. Lease Rentals are payable semiannually on January 15 and July 15 of each year. The Lease Rentals for the Project will begin on July 15, 2019.

The Lease Rentals are subject to certain conditions regarding abatement and substitution. *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).

REDEMPTION PROVISIONS

The Bonds are subject to optional redemption beginning August 1, 2028 as more fully described herein. The Bonds may be issued as Term Bonds at the discretion of the Underwriter (as hereinafter defined) and in that case, would be subject to mandatory sinking fund redemption as more fully described herein.

DENOMINATIONS

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

REGISTRATION AND EXCHANGE FEATURES

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

BOOK-ENTRY-ONLY SYSTEM

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

PROVISIONS FOR PAYMENT

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

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

NOTICES

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

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

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

TAX MATTERS

In the opinion of Barnes & Thornburg LLP, Indianapolis, Indiana, ("Bond Counsel") under existing laws, interest on the Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the Bonds (the "Code") and is not an item of tax preference for purposes of the federal alternative minimum tax, but is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations for taxable years that began prior to January 1, 2018. In the opinion of Bond Counsel, under existing laws, interest on the Bonds is exempt from income taxation in the State of Indiana, except for the financial institutions tax. See "TAX MATTERS" and Appendix E for the opinion of Bond Counsel.

The Bonds are not "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

MISCELLANEOUS

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

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds and the rights and obligations of the owners thereof. A complete text of the Trust Indenture will be provided upon request. Additional information may be requested from the Clerk-Treasurer, 102 South Buffalo Street, Warsaw, Indiana 46580, phone (574) 372-9545.

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

THE PROJECT

PROJECT DESCRIPTION

The Bonds are being issued to finance a portion of the costs of construction and installation of sewage utility collection improvements and related road improvements to portions of certain streets located in an area recently annexed by the City commonly known as the Airport Industrial Park (the "Project") in, serving, or benefiting the Consolidated Area as more fully described herein, to fund a debt service reserve and to pay issuance expenses. The Project will be leased by the Authority to the Commission.

The Project includes a major sewer interceptor to service an area not currently served by sanitary sewer. The project is a part of the City's sanitary sewer master plan to serve the eastern corridor along US 30 and the undeveloped industrial park. The sewer interceptor will tie into the existing interceptor on the west side of US 30. The project is anticipated to facilitate additional industrial and commercial development.

The overall project will be completed as two projects on the following streets in the City: (i) Project 1 streets include but are not limited to any or all of the following: Anchorage Road, CR 200N, Pound Drive W., Pound Drive N., Cessna Road, Bell Drive, Boeing Road, and Biomet Drive; and (ii) Project 2 streets include but are not limited to any or all of the following: Bell Drive, North Rainbow Drive and Douglas Road.

CONSTRUCTION PROGRAM

Construction bids for the Project are to be received in late 2018. Construction of the Project will begin in early 2019.

ESTIMATED PROJECT COSTS AND FUNDING

Estimated Project Costs*

Net proceeds available for the Project	$6,800,000.00
Debt service reserve	581,077.50
Allowance for Underwriter's discount	56,050.00
Issuance costs and contingencies	167,872.50
Total Estimated Project Costs	$7,605,000.00

Estimated Project Funding*

Lease Rental Revenue Bonds, Series 2018	$5,605,000.00
Other Funds on Hand	2,000,000.00
Total Estimated Project Funding	$7,605,000.00

*Preliminary, subject to change.

SCHEDULE OF AMORTIZATION OF $5,605,000* PRINCIPAL AMOUNT OF
LEASE RENTAL REVENUE BONDS, SERIES 2018

Payment Date	Principal Outstanding*	Principal*	Interest Rates (%)	Interest	Total	Budget Year Total
	(-------In Thousands------)					
08/01/2019	$5,605	$5				
02/01/2020	5,600	5				
08/01/2020	5,595	75				
02/01/2021	5,520	75				
08/01/2021	5,445	80				
02/01/2022	5,365	80				
08/01/2022	5,285	85				
02/01/2023	5,200	90				
08/01/2023	5,110	95				
02/01/2024	5,015	95				
08/01/2024	4,920	100				
02/01/2025	4,820	105				
08/01/2025	4,715	105				
02/01/2026	4,610	105				
08/01/2026	4,505	115				
02/01/2027	4,390	115				
08/01/2027	4,275	115				
02/01/2028	4,160	120				
08/01/2028	4,040	215				
02/01/2029	3,825	220				
08/01/2029	3,605	225				
02/01/2030	3,380	225				
08/01/2030	3,155	165				
02/01/2031	2,990	170				
08/01/2031	2,820	170				
02/01/2032	2,650	175				
08/01/2032	2,475	180				
02/01/2033	2,295	180				
08/01/2033	2,115	120				
02/01/2034	1,995	120				
08/01/2034	1,875	125				
02/01/2035	1,750	125				
08/01/2035	1,625	130				
02/01/2036	1,495	130				
08/01/2036	1,365	135				
02/01/2037	1,230	135				
08/01/2037	1,095	140				
02/01/2038	955	140				
08/01/2038	815	75				
02/01/2039	740	75				
08/01/2039	665	75				
02/01/2040	590	80				
08/01/2040	510	80				
02/01/2041	430	85				
08/01/2041	345	85				
02/01/2042	260	85				
08/01/2042	175	85				
02/01/2043	90	90				
Total		$5,605				

*Preliminary, subject to change. The Authority reserves the right to resize the principal maturities of the Bonds to achieve its financial objectives with respect to the Bonds.

SECURITIES BEING OFFERED

AUTHORIZATION AND APPROVAL PROCESS

The Bonds are being issued under the authority of Indiana law, including, without limitation, IC 36-7-14.5, IC 36-7-25, and IC 36-7-14 as in effect on the date of delivery of the Bonds (the "Act") and pursuant to the Trust Indenture and the Lease (*See* Appendix C for a Summary of Certain Provisions of the Trust Indenture and Appendix D for a Summary of the Lease). The Common Council of the City adopted a resolution approving the issuance of the Bonds on September 17, 2018.

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 Project). The City has created a 5-member Commission to undertake redevelopment and economic development efforts in the City in accordance with the Act. On September 10, 2018, the Commission adopted a Declaratory Resolution to consolidate and expand the Northern Area (herein defined) and the Eastern Area (herein defined) into a single consolidated economic development area known as the Consolidated Northern Economic Development Area (the "Consolidated Area"). The Project serves and benefits the Consolidated Area. (Refer to "Economic Development Area and Allocation Area" section herein.)

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

(1) Depending on the date of adoption of the preliminary determination ordinance or resolution:
   (a) If adopted prior to January 1, 2018, $2 million;
   (b) If adopted after December 31, 2017, but before January 1, 2019, $5 million;
   (c) If adopted after December 31, 2018, an amount equal to the assessed value growth quotient (as determined by the DLGF) multiplied by the amount determined under this clause for the preceding calendar year;
(2) An amount equal to:
   (a) At least 1% of gross assessed value, if that total gross assessed value is more than $100 million; or
   (b) $1 million if the gross assessed value is not more than $100 million.

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

Because the Commission reasonably expects to use the TIF Revenues to repay the Lease Rentals associated with the Bonds, the Bonds are considered a non-controlled project and the issuance of the Bonds was able to continue without additional approval procedures.

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 an allocation 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 IC 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.

IC 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 TIF Revenues, please refer to the Accounting Report in Appendix B. Also refer to "Economic Development Area and Allocation Area" under this caption, and "Procedures for Property Assessment, Tax Levy and Collection" and "Circuit Breaker Tax Credit" herein.

ECONOMIC DEVELOPMENT AREA AND ALLOCATION AREA

On February 8, 1999, the Commission adopted a Declaratory Resolution to establish the Northern Economic Development Area (as amended and expanded, the "Northern Area") and a coterminous allocation area (as amended and expanded, the "Northern Allocation Area") for purposes of capturing all incremental real property and certain depreciable personal property tax revenues (TIF Revenues, as herein defined) in the Northern Allocation Area. The Northern Area was expanded in January of 2002, on April 4, 2011 and June 4, 2012. Warsaw Orthopedic, now Medtronic, and Winona PVD have been designated as "Designated Taxpayers" for the capture of depreciable personal property. On September 10, 2012, the Commission adopted a Declaratory Resolution to establish the Eastern TIF Economic Development Area (the "Eastern Area") and a coterminous allocation area (the "Eastern Allocation Area") for purposes of capturing TIF Revenues in the Eastern Allocation Area. On September 10, 2018, the Commission adopted a Declaratory Resolution to consolidate and expand the Northern Area and the Eastern Area into the Consolidated Area.

The Consolidated Area lies to the north and east of the City along U.S. 30 and U.S. 15. The Consolidated Area is comprised of a variety of businesses including: manufacturers, retail, and apartments. A few of the Consolidated Area's largest taxpayers include: Winona PVD Coatings LLC, Warsaw Orthopedic, Wal-Mart, West Hill Development, and Meijer.

(For additional information on TIF Revenues as it relates to the Bonds, please refer to the "Accounting Report" in Appendix B, and to the "Security and Sources of Payment" section of this Official Statement.)

LEASED PREMISES

The Leased Premises consist of the real estate and the Project constructed thereon, as further described in the Lease (the "Leased Premises").

SECURITY AND SOURCES OF PAYMENT

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

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

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 Lease Rentals will commence July 15, 2019. Thereafter, the Lease Rentals are payable semiannually on July 15 and January 15 of each year.

The Lease Rentals due during the term of the Lease are required to be in amounts sufficient to pay the principal of and interest on the Bonds. **Such Lease Rentals are payable from a special tax to be levied by the Commission upon all taxable property located within the District (the "Special Tax").** The District is coterminous with the City. The Tax Increment is not pledged to the Bonds but the Commission reasonably expects to have sufficient Tax Increment to pay the Lease Rentals when due. Additional security will be provided through the funding of a debt service reserve fund at closing.

The Lease Rentals shall be payable as follows:

From TIF Revenues: Pursuant to the Lease, the Commission will make Lease Rental payments to the Trustee (for the Authority) from the TIF Revenues.

Upon the Commission's receipt of each semiannual distribution from the County Auditor, all Tax Increment shall be immediately distributed to the Commission's allocation account (the "Allocation Fund") held by the Clerk-Treasurer. The Clerk-Treasurer will deposit the amount of Tax Increment needed to pay Lease Rentals on the Bonds due on the next succeeding lease payment date into the Principal and Interest Account (the "Lease Account") (held by the Commission).

(For additional information on TIF Revenues as it relates to the Bonds, please refer to the "Accounting Report" in Appendix B, and to the "Tax Increment", "Economic Development Area and Allocation Area", and "Procedures for Property Assessment, Tax Levy and Collection" sections of this Official Statement.)

From a Special Benefits Tax: The Commission agrees that it shall levy, in each calendar year pursuant to Indiana Code 36-7-14-27, beginning in the year prior to the first calendar year in which the Commission is required to pay Lease Rentals, the Special Tax upon all of the taxable property in the District in a total amount sufficient, together with all other funds (other than special taxes), including, without limitation, the Tax Increment and any other revenues deposited in the Lease Account during the previous 12 calendar months prior to August 1 of such calendar year, to pay all Lease Rental payments payable in the 12-month period beginning on July 1 of the year following such calendar year pursuant to the Lease. Such taxes shall be deposited in the Lease Account and such taxes and any other funds deposited in the Lease Account shall be irrevocably pledged for the purposes set forth in the Resolution adopted by the Commission, such pledge being effective as set forth in Indiana Code 5-1-14-4. In addition to the amount on deposit in the Lease Account, the Commission may take into account when determining whether it is necessary to levy a special tax as described herein, the amount on deposit in the debt service reserve fund which may be established under the Trust Agreement to provide additional security for the Bonds.

If actual collections of Tax Increment, together with amounts in the Allocation Fund (and accounts therein) and in Funds held under the Trust Indenture, and investment earnings thereon, are insufficient to pay Lease Rentals when due under the Lease, the Commission shall immediately initiate proceedings to levy the Special Tax on all taxable property in the District in accordance with IC 36-7-14-27 sufficient to pay any shortfall.

The term of the Lease will be no more than twenty-five (25) years. After acquisition, if the Leased Premises should ever be substantially or totally destroyed, the Lease Rentals will be abated during the period in which the Leased Premises are unfit or unavailable for their intended use. However, under the terms of the Lease, the Commission and the Authority have the ability to substitute other existing public improvements of substantially equivalent value for the Leased Premises in order to maintain the ability of the Commission to continue to pay the Lease Rentals under the Lease. In addition, the proceeds of any property and/or casualty insurance claim for the Project would be used either to reconstruct the Project or to retire obligations issued to finance the Project. (Please refer to the "Summary of Certain Provisions of the Trust Indenture" shown in Appendix C, the "Summary of the Lease" shown in Appendix D, and also to the section entitled "Risks to Bondholders" under this caption.)

From the Debt Service Reserve Fund: The Debt Service Reserve Fund (the "Reserve Fund") will be funded in an amount equal to the maximum annual principal and interest due on the Bonds (the "Reserve Requirement"). The Reserve Fund will be initially funded from Bonds proceeds and cash on hand of the Commission, and replenished (if necessary) from Lease Rentals. If moneys in the Reserve Fund are used to pay principal of or interest on the Bonds, the depletion of the balance of the Reserve Fund shall be restored from Lease Rentals as described in the Trust Indenture. The Reserve Fund will assist with the timely payment of principal and interest on the Bonds during such time before a Special Benefits Tax can be levied and collected.

Please refer to the "Summary of Certain Provisions of the Trust Indenture" provided in Appendix C, "Summary of the Lease" contained in Appendix D, and also to the section entitled "Risks to Bondholders" contained in this Official Statement.

FUNDS AND ACCOUNTS

The Trust Indenture establishes certain funds and accounts and the flow of funds. (For greater detail, refer to the Summary of Certain Provisions of the Trust Indenture provided in Appendix C. A copy of the complete Trust Indenture may be obtained from the Commission.)

INTERCEPT PROGRAM

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

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 Premises will be equal to an amount which, when added to funds in the Sinking Fund will be sufficient to pay unpaid principal and interest on the Bonds which is due on or before the 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 Indenture or to such other bank or trust company as may from time to time succeed the Trustee as provided thereunder. All payments so made by or on behalf of the Commission shall be considered as payment to the Authority of Lease Rentals payable under the Lease.

RISKS TO BONDHOLDERS

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

(1) The principal of and interest on the Bonds are payable only from Lease Rentals received by the Trustee on behalf of the 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 Bonds except monies collected from Lease Rentals and funds held under the Trust Indenture.

   a. The Commission is legally permitted to pay Lease Rentals only for portions of the Leased Premises which are complete and ready for use and occupancy. If, for any reason, the Leased Premises are damaged or destroyed and unavailable for use, the Commission would no longer be able to pay Lease Rentals. However, the Commission is required by the Lease to maintain property damage insurance in an amount not less than One Million Dollars ($1,000,000). In addition, the proceeds of any property and/or casualty insurance claim for the Project would be used to retire obligations issued to finance the Project. The Authority and the Commission also have the ability to amend the Lease to substitute other existing infrastructure improvements for the Leased Premises of equivalent value in order to maintain the ability of the Commission to continue to pay Lease Rentals.

General Risks:

   a. While the Special Tax is pledged to the payment of the Lease Rentals, the Commission intends to pay the Lease Rentals from other legally available revenues, including Tax Increment collected in the Consolidated Area. The other legally available revenues are not pledged to the payment of Lease Rentals, and there can be no assurance that in the future they will not be pledged to another obligation, or that they will be available to pay the Lease Rentals.

Risks Associated with the Special Tax: There are risk factors associated with the Special Tax.

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

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

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

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

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

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

Risks Associated with Tax Increment: The Commission expects to make the lease rental payments from the TIF Revenues. However, to the extent that Tax Increment is insufficient, the Commission is required to levy the Special Tax. There are certain risks associated with TIF Revenues as outlined below:

a. *General Risks Related to Tax Increment Collection include:* (i) destruction of property in the Allocation Area caused by natural disaster; (ii) delinquent taxes or adjustments of or appeals on assessments by property owners in the Allocation Area; (iii) a decrease in the assessed value of properties in the Allocation Area due to increases in depreciation, obsolescence, legislative changes affecting the assessment, or other factors by the assessor; (iv) acquisition of property in the Allocation Area by a tax-exempt entity; (v) removal or demolition of real property improvements by property owners in the Allocation Area; (vi) a decrease in property tax rates; (vii) the General Assembly, the courts, 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, or a revision in the property tax system; or (viii) a change in any of the civil unit's funding mechanisms (i.e., no longer funded by property taxes) could adversely affect the TIF Revenues. Any such changes could cause the TIF Revenues to fall below the levels set forth in the estimates shown in Appendix B.

b. *Reduction of Tax Rates or Tax Collection Rates.* The Tax Increment estimates assume that the property tax rates will remain at approximately the same level throughout the term of the 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 Allocation Area could reduce the rates of taxation by the taxing bodies levying taxes upon property with the Allocation 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 Commission within its jurisdiction, including the Allocation Area.

c. *Designated Personal Property*: Estimates of the TIF Revenues derived from designated personal property in the Allocation Area are based upon assessment information provided by the designated taxpayer(s) and/or the county Auditor's office. Assessments of depreciable personal property are self-reported on an annual basis by the designated taxpayer. The assessed value of the designated depreciable personal property located in the Allocation Area may change materially due to changes in the reported acquisition cost, in-service date, depreciation pooling schedule utilized by the designated taxpayer, or due to the retirement or removal of all or a portion of the designated depreciable personal property. These changes may adversely affect the TIF Revenues estimated in Appendix B.

d. *Effects of Property Tax Relief Local Income Tax ("LIT")* Eligible uses for LIT taxes include credits against property taxes, and this use provides for a reduction in effective tax rates for property taxpayers resulting in a reduction in the amount of Tax Increment received by the Commission. If there is an adjustment in the property tax relief LIT, then the change could have an impact on the amount of Tax Increment generated in the Allocation Area.

e. *Circuit Breaker Tax Credit.* The Circuit Breaker Tax Credit provides different levels of tax caps for various classes of property taxpayers. (See "Circuit Breaker Tax Credit" herein.) The TIF Revenues is estimated to be reduced by the Circuit Breaker Tax Credit as shown in Appendix B. There can be no assurance that the levies and tax rates of the Commission 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 property taxpayers' tax bills.

f. *Reassessment and trending.* Property values change periodically due to reassessment and trending. The DLGF is required by law to annually neutralize the effect of a reassessment on property within tax increment allocation areas, including the Allocation Area. Delays in the reassessment and trending process, the inability to neutralize the effect of reassessment, or appeals of reassessments could adversely affect Tax Increment.

g. *Delayed Tax Distribution*. In the event of delinquent taxes and delayed billing, collection or distribution by the County of ad valorem property taxes levied in 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.

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 Bond proceeds.

THE BONDS

INTEREST CALCULATION

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

REDEMPTION PROVISIONS

Optional Redemption:

The Bonds maturing on or after February 1, 2029 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 August 1, 2028, at face value plus accrued interest to the date fixed for redemption and without any redemption premium.

Mandatory Sinking Fund Redemption:

If any Bonds are issued as Term Bonds, the Paying Agent 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 Paying Agent for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Term Bond so delivered or canceled shall be credited by the Paying Agent at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory 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 Paying Agent shall only credit such Term Bond to the extent received on or before 45 days preceding the applicable mandatory redemption date.

If fewer than all the Bonds are called for redemption at one time, the Bonds shall be redeemed in order of maturity determined by the 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 Bonds are to be redeemed by optional and mandatory sinking redemption on the same date, the Paying Agent shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.

Notice of Redemption:

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

BOOK-ENTRY-ONLY SYSTEM

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

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. 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

Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at **www.dtcc.com**.

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

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

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

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

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

Principal, premium and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Commission or the Trustee 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, the Trustee or the Commission, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Commission or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

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

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

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

Discontinuation of Book-Entry System

In the event that the book-entry system for the Bonds is discontinued, the Trustee would provide for the registration of the Bonds in the name of the Beneficial Owners thereof. The Commission and the Trustee would treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purposes of making and receiving payment of the principal thereof and interest thereon, and for all other purposes, and neither the Commission nor the Trustee would be bound by any notice or knowledge to the contrary.

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

PROCEDURES FOR PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION

The bonds are payable from ad valorem property taxes required by law to be levied by or on behalf of the Commission. 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.

Generally, real and personal property in the State of Indiana (the "State") is assessed each year as of January 1. On or before August 1 of each year, each Commission auditor must submit a statement of the assessed value for the ensuing year to the Department of Local Government Finance (the "DLGF") in the manner prescribed by the DLGF. The DLGF shall make the certified statement available on the DLGF's gateway website.

By statute, the budget, tax rate and levy of a local political subdivision (except for any school corporation which elects to have a budget year from July 1 of a year through June 30 of the following year) must be established no later than November 1. The budget, tax levy and tax rate are subject to review, revision, reduction or increase by the DLGF. The DLGF must complete its actions on or before February 15 of the immediately succeeding calendar year.

On or before March 15, each county auditor prepares and delivers to the Auditor of State and the county treasurer the final abstract of property taxes within that county. The county treasurer mails tax statements the following April (but mailing may be delayed due to reassessment or other factors). Unless the mailing of tax bills is delayed, property taxes are due and payable to the county treasurer in two installments on May 10 and November 10. If an installment of 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. However, if the installment is completely paid within 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 reduced to five percent 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. Real property becomes subject to tax sale procedures on June 30 if a delinquency of more than $25 then exists with respect to an installment due on or before May 10 of the prior year. With respect to delinquent personal property taxes, each county treasurer shall serve a demand upon each county resident who is delinquent in the payment of personal property taxes after November 10, but before August 1 of the succeeding year. Each county auditor distributes property taxes collected to the various political subdivisions on or before the June 30 or December 31 after the due date of the tax payment.

Under State law, personal property is assessed at its actual historical cost less depreciation, whereas real property assessed after February 28, 2011, must be assessed in accordance with the 2011 Real Property Assessment Manual (the "Manual") and the Real Property Assessment Guidelines for 2011 (the "Guidelines"), both published by the DLGF, pursuant to 50 Indiana Administrative Code 2.4 (the "Rule"). The purpose of the Rule is to accurately determine "true tax value" as defined in the Manual and the Guidelines, not to mandate that any specific assessment method be followed. The Manual defines "true tax value" for all real property, other than agricultural land, as "the market value in use of a property for its current use, as reflected by the utility received by the owner or a similar user from that property." In the case of agricultural land, true tax value shall be the value determined in accordance with the Guidelines and certain provisions of the Indiana Code. 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 in administration and the uniformity of the assessments produced by that method. The Guidelines were adopted to provide assessing officials with an acceptable appraisal methodology, although the Manual makes it clear that assessing officials are free to select from any number of appraisal methods, provided that they are capable of producing accurate and uniform values throughout the jurisdiction and across all classes of real property. The Manual specifies the standards for accuracy and validation that the DLGF will use to determine the acceptability of any alternate appraisal method.

According to the Manual, an assessment determined by an assessing official in accordance with the Rule and the Manual and Guidelines shall be presumed to be correct. Any evidence relevant to the true tax value of the real property as of the assessment date may be presented to rebut the presumption of correctness of the assessment. Such evidence may include an appraisal prepared in accordance with generally recognized appraisal standards; however, there is no requirement that an appraisal be presented either to support or to rebut an assessment. Instead, the validity of the assessment shall be evaluated on the basis of all relevant evidence presented. Whether an assessment is correct shall be determined on the basis of whether, in light of the relevant evidence, it reflects the real property's true tax value.

There are certain credits, deductions and exemptions available for various classes of property. For instance, real property may be eligible for certain deductions for mortgages, solar energy heating or cooling systems, wind power devices, hydroelectric power devices and geothermal energy heating or cooling devices and if such property is owned by the aged. Residential real property may be eligible for certain deductions for rehabilitation. Real property, which is the principal residence of the owner thereof, is entitled to certain deductions and may be eligible for additional deductions, and if such owner is blind or disabled, such property may also be eligible for additional deductions. Buildings designed and constructed to systematically use coal combustion products throughout the building may be eligible for certain deductions. Tangible property consisting of coal conversion systems and resource recovery systems may be eligible for certain deductions. Tangible property or real property owned by disabled veterans and their surviving spouses may be eligible for certain deductions. Commercial and industrial real property, new manufacturing equipment and research and development equipment may be entitled to economic revitalization area deductions. Government owned properties and properties owned, used and occupied for charitable, educational or religious purposes may be entitled to exemptions from tax. Property taxation from new tangible business personal property with an acquisition cost of less than $20,000 may be exempt. "Assessed value" or "assessed valuation" means an amount equal to the true tax value of property, which represents the gross assessed value of such property, less any deductions, credits and exemptions applicable to such property, and is the value used for taxing purposes in the determination of tax rates.

Changes in assessed values of real property occur periodically as a result of general reassessments scheduled by the State General Assembly, as well as when changes occur in the property due to new construction or demolition of improvements. The current reassessment was effective as of the March 1, 2012 assessment date, and affects taxes payable beginning in 2013. Before July 1, 2013, and before May 1 of every fourth year thereafter, each county assessor was and is required to prepare and submit to the DLGF a reassessment plan for its 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 different groups of parcels. Each group of parcels must contain approximately 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-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 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 year. However, a plan must cover a four-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 was required to begin on July 1, 2014, and was required to be completed on or before January 1, 2015.

In addition, the assessed value of real property will be annually adjusted to reflect changes in market value, based, in part, on comparable sales data, in order to account for changes in value that occur between reassessments. This process is generally known as “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 must first request in writing a preliminary conference with the county or township official who sent the owner such written notification. That request must be filed with such official within 45 days after the date of the written notification. That preliminary conference is a prerequisite to a review of the assessment by the county property tax assessment board of appeals. While the appeal is pending: (1) any taxes on real property which become due on the property in question must be paid in an amount based on the immediately preceding year’s assessment, or it may be paid based on the amount that is billed; and (2) any taxes on personal property which become due on the property in question must be paid in an amount based on the assessed value reported by the taxpayer on the taxpayer’s personal property tax return, or it may be paid based on the amount billed.

Prior to February 15 of each year for taxes to be collected during that year, the DLGF is required to review the proposed budgets, tax rates and tax levies of each political subdivision, including the County, and the proposed appropriations from those levies to pay principal of and interest on each political subdivision’s funding, refunding, judgment funding or other outstanding obligations, to pay judgments rendered against the political subdivision and to pay the political subdivision’s outstanding lease rental obligations (collectively “bond and lease obligations”) to be due and payable in the next calendar year. Prior to the final certification, if it determines that the proposed levies are insufficient to pay the bond and lease obligations, the DLGF may increase the tax rate and tax levy of a political subdivision to pay such bond and lease obligations.

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. IC 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 IC 6-1.1-12-37), the Circuit Breaker Tax Credit is equal to the amount by which the property taxes attributable to the homestead exceed 1% of the gross assessed value of the homestead. Property taxes attributable to the gross assessed value of other residential property, agricultural property, and long-term care facilities are limited to 2% of the gross assessed value, property taxes attributable to other non-residential real property and personal property are limited to 3% of the gross assessed value. The Statute provides additional property tax limits for property taxes paid by certain senior citizens.

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

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

The Statute requires political subdivisions to fully fund the payment of outstanding debt service or lease rental obligations payable from property taxes (“Debt Service Obligations”), regardless of any reduction in property tax collections due to the application of the Circuit Breaker Tax Credit. Upon: (i) the failure of a political subdivision to pay any of its Debt Service Obligations; and (ii) notification of that event to the treasurer of the State by a claimant;

the treasurer of State is required to pay the unpaid Debt Service Obligations from money in the possession of the State that would otherwise be available to the political subdivision under any other law. A deduction must be made: (i) first, from local income tax distributions that would otherwise be distributed to the county; and (ii) second, from any other undistributed funds of the political subdivision in possession of the State.

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

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

The 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 of a City. A lower assessed value of a City may result in higher tax rates in order for a City 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 2015, 2016, and 2017 were $543,960, $581,562, and $663,084, respectively. In budget year 2018, the Circuit Breaker Tax Credits was $631,955. These estimates do not include the estimated debt service on the Bonds.

The Circuit Breaker Tax Credit amounts above do not reflect the potential effect of any further changes in the property tax system or methods of funding local government that may be enacted by the Indiana General Assembly in the future. The effects of these changes could affect the Circuit Breaker Tax Credit and the impact could be material. Other future events, such as the loss of a major taxpayer, reductions in assessed value, increases in property tax rates of overlapping taxing units or the reduction in local 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 "SEC Rule"), the Commission will enter into a Continuing Disclosure Undertaking (the "Undertaking"), in connection with the sale of the Bonds. Pursuant to the terms of the Undertaking, the Commission agrees to provide the information detailed in the Undertaking, the form of which is attached hereto as Appendix F.

The Commission may, from time to time, amend or modify the Undertaking without the consent of or notice to the owners of the Bonds if either (a) (i) such amendment or modification is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Commission, or type of business conducted; (ii) the Undertaking, as so amended or modified, would have complied with the requirements of the SEC Rule on the date of execution of the Undertaking, after taking into account any amendments or interpretations of the SEC Rule, as well as any change in circumstances; and (iii) such amendment or modification does not materially impair the interests of the holders of the Bonds, as determined either by (A) nationally recognized bond counsel or (B) an approving vote of the holders of the Bonds pursuant to the terms of the Resolution or Trust Indenture 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 Commission may, at its sole discretion, utilize an agent in connection with the dissemination of any annual financial information required to be provided by the Commission pursuant to the terms of the Undertaking.

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

In order to assist the Underwriter in complying with the Underwriter's obligations pursuant to SEC Rule, the Commission represents that in the previous five years it has not failed to comply, in all material respects, with its previous undertakings in a written contract or agreement specified in subsection (b)(5)(i) of the Rule.

The Commission has retained Umbaugh (as hereinafter defined) as its dissemination agent.

BOND RATING

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

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

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

UNDERWRITING

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

The Underwriter intends to offer the Bonds to the public at the offering prices set forth on the 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 Bonds into investment trusts), who may reallow concessions to other dealers. After the initial public offering, the public offering price may be varied from time to time by the Underwriter.

MUNICIPAL ADVISOR

H.J. Umbaugh & Associates, Certified Public Accountants, LLP (the "Municipal Advisor") ("Umbaugh") has been retained by the Commission 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 Commission officials and other sources deemed to be reliable. The Municipal Advisor has not and will not independently verify the completeness and accuracy of the information contained in the Official Statements.

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

Municipal Advisor Registration:

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

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

Other Financial Industry Activities and Affiliations:

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

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

LEGISLATIVE PROPOSALS

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

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

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

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

TAX MATTERS

In the opinion of Barnes & Thornburg LLP, South Bend, Indiana ("Bond Counsel"), under existing laws, interest on the Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the Bonds (the "Code"). The opinion of Bond Counsel is based on certain certifications, covenants and representations of the Authority and the Commission and is conditioned on continuing compliance therewith. In the opinion of Bond Counsel, under existing laws, interest on the Bonds is exempt from income taxation in the State for all purposes, except the State financial institutions tax. See Appendix E for the form of opinion of Bond Counsel.

The Code imposes certain requirements which must be met subsequent to the issuance of the Bonds as a condition to the excludability of the interest on the Bonds from gross income for federal income tax purposes. Noncompliance with such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issue, regardless of the date on which noncompliance occurs. Should the Bonds bear interest that is not excludable from gross income for federal income tax purposes, the market value of the Bonds would be materially and adversely affected.

The interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax. However, interest on the Bonds is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations for taxable years that began prior to January 1, 2018.

The Bonds are <u>not</u> "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

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

Although Bond Counsel will render an opinion that interest on the Bonds is excludable from gross income for federal income tax purposes and exempt from State income tax, the accrual or receipt of interest on the Bonds may otherwise affect an owner's federal or state tax liability. The nature and extent of these other tax consequences will depend upon the owner's particular tax status and the owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any other such tax consequences. Prospective purchasers of the Bonds should consult their own tax advisors with regard to the other tax consequences of owning the Bonds.

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

ORIGINAL ISSUE DISCOUNT

The initial public offering prices of the Bonds maturing on _________, 20__, through and including _________, 20__ (collectively the "Discount Bonds"), are less than the principal amounts thereof payable at maturity. As a result, the Discount Bonds will be considered to be issued with original issue discount. The difference between the initial public offering price of each maturity of the Discount Bonds, as set forth on the inside cover page of this Official Statement (assuming it is the first price at which a substantial amount of that maturity is sold) (the "Issue Price" for such maturity), and the amount payable at its maturity, will be treated as "original issue discount." The original issue discount on each of the Discount Bonds is treated as accruing daily over the term of such Discount Bond on the basis of the yield to maturity determined on the basis of compounding at the end of each six-month period (or shorter period from the date of the original issue) ending on February 1 and August 1 (with straight line interpolation between compounding dates). An owner who purchases a Discount Bond in the initial public offering at the Issue Price for such maturity will treat the accrued amount of original issue discount as interest which is excludable from the gross income of the owner of that Discount Bond for federal income tax purposes.

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

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

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

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

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

AMORTIZABLE BOND PREMIUM

The initial public offering prices of the Bonds maturing on _________, 20__, through and including _________, 20__ (collectively, the "Premium Bonds"), are greater than the principal amounts thereof 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 public 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 in Section 171(b) of the Code. No income tax deduction for the amount of amortizable Bond Premium will be allowed pursuant to Section 171(a)(2) of the Code, but amortization of Bond Premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining other tax consequences of owning the Premium Bonds. Owners of the Premium Bonds should consult their tax advisors with respect to the precise determination for federal income tax purposes of the treatment of Bond Premium upon the sale or other disposition of such Premium Bonds and with respect to the state and local tax consequences of owning and disposing of the Premium Bonds.

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

LITIGATION

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

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

CERTAIN LEGAL MATTERS

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

LEGAL OPINIONS AND ENFORCEABILITY OF REMEDIES

The enforceability of the rights and remedies of the Trustee or the registered owners of the Bonds under the Trust Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the federal bankruptcy code), the enforceability of the rights and remedies under the Trust Indenture and the availability of remedies to a party seeking to enforce the lien on the Trust Estate, may be limited.

The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by the valid exercise of the constitutional powers of the State and the United States of America and bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Those exceptions would encompass any exercise of federal, State or local police powers (including the police powers of the City and the State), in a manner consistent with the public health and welfare. The enforceability of the Trust Indenture and the availability of remedies to a party seeking to enforce the lien on the Trust Estate, in a situation where such enforcement may adversely affect the public health and welfare, may be subject to those police powers.

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 Commission 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.

WARSAW (INDIANA)
REDEVELOPMENT AUTHORITY

By: ______________________
President

Attest: ______________________
Secretary/Treasurer

WARSAW (INDIANA)
REDEVELOPMENT COMMISSION

By: Tim Meyer
President

Attest: ______________________
Secretary

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APPENDIX i

OFFICIAL NOTICE OF INTENT TO SELL
$5,605,000*
WARSAW REDEVELOPMENT AUTHORITY LEASE RENTAL REVENUE BONDS, SERIES 2018 (AIRPORT INDUSTRIAL PARK PROJECT)

***Preliminary, Subject to Change**

NOTICE IS HEREBY GIVEN that upon not less than twenty-four (24) hours' notice given by telephone, facsimile or otherwise, sealed bids will be received on behalf of the Warsaw (Indiana) Redevelopment Authority (the "Authority") in care of the Authority's financial advisor, H.J. Umbaugh & Associates, Certified Public Accountants, LLP (the "Financial Advisor"), 8365 Keystone Crossing, Suite 300, Indianapolis, Indiana 46240, (317) 465-1500 (telephone), (317) 465-1550 (facsimile) or via e-mail to mouser@umbaugh.com, tieman@umbaugh.com, or bids@umbaugh.com (e-mail), in the manner as set forth herein for the purchase of the bonds of the Authority designated as "Warsaw Redevelopment Authority Lease Rental Revenue Bonds, Series 2018 (Airport Industrial Park Project)" (the "Bonds") in the aggregate principal amount of Seven Million Dollars ($5,605,000*), bearing interest at a rate or rates not exceeding six percent (6.0%) per annum.

TYPES OF BIDS ALLOWED. Bidders may submit bids via the ***PARITY***® web site ("***PARITY***®"). Bidders may access the sale at the ***PARITY***® website via the sale link at Internet Address www.newissuehome.i-deal.com between 10:00 a.m. and 11:00 a.m. (applicable Eastern Time) on the date identified in the notice given by, or on behalf of the Authority, not less than twenty-four (24) hours prior to the sale of the Bonds. To bid via ***PARITY***®, bidders must have both (1) completed the registration form on ***PARITY***®, if not previously registered, and (2) requested and received admission to the Authority's sale, as described in the Registration and Admission to Bid and details set forth below. As an alternative to ***PARITY***®, bidders may submit sealed bids or covered bids to the Financial Advisor at the address, e-mail address or facsimile number described above until noon (Eastern Standard Time) on the date identified in the notice given by, or on behalf of the Authority, not less than twenty-four (24) hours prior to the sale of the Bonds. It is currently anticipated that sealed bids will be requested to be submitted on November 14, 2018.

FORM, MATURITY AND PAYMENT OF BONDS. 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 August 1, 2019. The Bonds may be issued as fully registered bonds in book-entry-only form in denominations of $5,000 each or any integral multiples thereof, not exceeding the aggregate principal amount of such Bonds maturing on the applicable principal payment date, and when issued, may be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. If Cede & Co. is the registered owner of the Bonds, 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. None of the Authority, the City of Warsaw Redevelopment Commission (the "Commission"), or The Huntington National Bank, as trustee (the "Trustee"), under a Trust Indenture to be dated as of the first day of the month in which the closing on the Bonds shall occur and by and between the Authority and the Trustee (the "Indenture"), 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 2018R-1 upward, shall bear an original issue date which shall be the date the Bonds are issued and shall mature on the dates and in the amounts as set forth in a schedule to be provided to prospective bidders not less than twenty-four (24) hours prior to the time of bidding.

The Authority reserves the right to adjust principal amounts within maturities to achieve approximate level annual coverage of the Authority. In addition, the Authority reserves the right to change the entire principal amount of the Bonds issued. If the maximum principal amount of the Bonds issued changes, the Authority reserves the right to adjust principal amounts within maturities based on the parameters set forth in this paragraph.

All payments of interest on the Bonds will be paid by check or draft mailed one business day prior to each interest payment date, to the registered owners of the Bonds at the address as it appears on the registration books kept by the Registrar and Paying Agent as of the fifteenth day of the month immediately preceding the interest payment date or at such other address as is provided to the Registrar and/or Paying Agent in writing by such registered owner. Principal on the Bonds will be payable at the principal office of the Paying Agent. Notwithstanding the foregoing, 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 as provided hereinabove.

The Bonds may be transferred or exchanged at the office of the Trustee, subject to the terms and conditions of the Indenture.

REDEMPTION PROVISIONS. The Bonds maturing on or after February 1, 2029, 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 August 1, 2028, at face value plus accrued interest to the date fixed for redemption and without any redemption premium.

Upon the election of the successful bidder of the Bonds, any of the Bonds may be issued as term bonds subject to mandatory sinking fund redemption on February 1 and August 1 in the years the Bonds are scheduled to mature at 100% of the face value in accordance with the schedule set forth above. If any of the Bonds are subject to mandatory sinking fund redemption, the Trustee shall credit against the mandatory sinking fund requirement for any term bonds and corresponding mandatory sinking fund redemption obligation, in the order determined by the Authority, any term bonds maturing on the same date which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the 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 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 credit such term bonds only to the extent received on or before forty-five days preceding the applicable mandatory redemption date.

Notice of any redemption will be mailed by first class mail by the Trustee not less than 30 days prior to the date selected for redemption to the registered owners of all of the Bonds to be redeemed at the address shown on the registration books of the Trustee; provided, however, that failure to give such notice by mailing or a defect in the notice or the mailing as to such Bonds will not affect the validity of any proceedings for redemption as to any other of such Bonds for which notice is adequately given. Notice having been mailed, such Bonds designated for redemption will, on the date specified in such notice, become due and payable at the then applicable redemption price. On presentation and surrender of such Bonds in accordance with such notice at the place at which the same are expressed in such notice to be redeemable, such Bonds will be redeemed by the Trustee and any paying agent for that purpose. From and after the date of redemption so designated, unless default is made in the redemption of such Bonds upon presentation, interest on such Bonds designated for redemption will cease.

INTEREST RATES. 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) 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. All Bonds maturing on the same date shall bear the same rate of interest and the interest rate bid on any maturity of Bonds shall be equal to or greater than the interest rate bid on any and all prior maturities of Bonds. Although not a term of sale, it is requested that each bid show the net dollar cost to final maturity and the net effective interest rate on the entire issue.

BIDDING DETAILS. Any person interested in submitting a bid for the Bonds may furnish written notice of such intent along with such person's name, address and telephone number, on or before 10:00 a.m., (Indianapolis time), November 13, 2018, to the Financial Advisor at the address and/or contact information set forth above. The person may also furnish a telex or facsimile number or e-mail address. The Authority will cause each person so registered to be notified of the date and time bids will be received 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 and electronically if a telex or facsimile number or e-mail address has been furnished. No conditional bid or bids for less than ninety-nine percent (99%) of the par value of the Bonds will be considered. The Authority reserves the right to reject any and all bids and to waive any informality in any bid. 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 an interest cost which is equal to or higher than the best bid received at the time fixed for the sale.

If a potential bidder has questions related to the Authority, the financing or submission of bids, questions should be submitted by email to the addresses above no later than November 12, 2018 by 10 a.m. (Indianapolis time). To the best of the Authority's ability, all questions will be addressed by the Authority and sent to potential bidders, including any bidders requesting 24 hours' notice of sale, no later than November 13, 2018 – by 5 p.m. (Indianapolis time). Additionally, upon request, the written responses will be emailed to any other interested bidder. Bidders should review this notice as well as the preliminary official statement and submit any questions in advance of this deadline to submit questions.

A bidder for the Bonds may purchase bond insurance to guarantee the repayment of the debt service of the Bonds from a bond insurance company; provided, however, the payment of any premium for any such bond insurance will be paid by the successful bidder from its discount bid, and will not be paid by the Authority.

Bids for the Bonds not submitted via ***PARITY®*** shall be (i) sealed in an envelope if mailed, or if sent by electronic mail or facsimile transmission with a cover page or information in the subject line, marked "Warsaw Redevelopment Authority Lease Rental Revenue Bonds, Series 2018 (Airport Industrial Park Project);" (ii) on the form approved by the Authority, without additions, alterations or erasures, which form may be obtained from the Financial Advisor at the address set forth herein; and (iii) delivered to the Financial Advisor, on behalf of the Authority at the address set forth above.

INTERNET BIDS. If using ***PARITY®***, bidders must first visit the ***PARITY®*** web site where, if they have never registered with ***PARITY®***, they can register and then request admission to bid on the Bonds. Only NASD registered broker dealers and dealer banks with DTC clearing arrangements will be eligible to bid via ***PARITY®***. Any questions pertaining to the ***PARITY®*** web site may be directed to ***PARITY®*** at (212) 849-5021.

RULES OF ELECTRONIC BIDDING. The "Rules" of ***PARITY®*** can be viewed on its website and are incorporated herein by reference. Bidders must comply with the requirements of ***PARITY®*** in addition to requirements of this Official Notice of Intent to Sell Bonds if the bidder is using ***PARITY®***. To the extent there is a conflict between the Rules of ***PARITY®*** and this Official Notice of Intent to Sell Bonds, this Official Notice of Intent to Sell Bonds shall control.

CLOSED AUCTION. Bidders may change and submit bids as many times as they wish during the sale period for the Bonds, but they may not withdraw a submitted bid. The last bid submitted by a bidder prior to the deadline for the receipt of bids will be compared to all other final bids to determine the winning bid for the Bonds. During the sale, no bidder will see any other bidder's bid, nor will they see the status of their bid relative to other bids (e.g. whether their bid is the leading bid).

AMENDMENTS. The Authority reserves the right to amend any information contained in this Official Notice of Intent to Sell Bonds. The Authority also reserves the right to postpone, from time to time, the date established for the receipt of bids on the Bonds. Any such amendment or postponement will be announced on the Amendments Page accessible through the View Amendments button of ***PARITY®***, or via TM3 and/or Bloomberg wire service and in the same manner as the notice of the sale from the Financial Advisor as described in "BIDDING DETAILS" at any time prior to the date and time established for the sale of the Bonds. If any date fixed for the sale is postponed, any alternative sale date will be announced at least 24 hours prior to such alternative sale date.

BASIS FOR AWARD. The sale of the Bonds will be awarded to the bidder making a bid that conforms to the specifications herein and which produces the lowest Net Interest Cost to the Authority. The lowest Net Interest Cost is determined by computing the total interest on all of the Bonds to their maturities based upon the schedule provided herein and deducting therefrom the premium bid, if any, or adding thereto the amount of any discount. In the event of a bidder's error in interest cost calculations, the interest rates, premium, if any, and discount, if any, set forth or incorporated by reference in the Official Bid Form will be considered as the intended bid.

In the event that the Authority fails to receive a bid on the Bonds from at least three (3) Underwriters (as hereinafter defined), the Authority shall so advise the successful bidder for the Bonds (such successful bidder, the "Purchaser"). If the Purchaser is an Underwriter intending to resell all or any portion of the Bonds to the Public (as hereinafter defined), the Purchaser must, prior to acceptance of its bid by the Authority, either (i) agree in writing to neither offer nor sell any of the Bonds to any person at a price that is higher than the initial offering price for each maturity of Bonds during the Holding Period (as hereinafter defined) for any maturity of the Bonds or (ii) request in writing that the Authority treat the first price at which 10% of a maturity of the Bonds (the 10% test) is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. For purposes of this Notice of Intent to Sell Bonds, (a) the term "Public" shall mean any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter, (b) the term "related party" means any two or more persons who have greater than 50 percent common ownership, directly or indirectly, (c) the term "Underwriter" means (i) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public), (d) the term "Underwriters" means more than one Underwriter, and (e) the term "Holding Period" means the period starting on the date the Authority awards the Bonds to the Purchaser (the "Sale Date") and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of each maturity of the Bonds to the Public at prices that are no higher than the initial offering price for such maturity of the Bonds. 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. The Purchaser shall be responsible for providing (i) in writing the initial reoffering prices and other terms, if any, to the Financial Advisor as and at the time requested and (ii) a certification verifying information as to the bona fide initial offering prices of the Bonds to the Public and sales of the Bonds appropriate for determination of the issue price of, and the yield on, the Bonds under Internal Revenue Code of 1986, as amended, as and at the time requested by the Authority's bond counsel.

GOOD FAITH DEPOSIT. The Purchaser will be required to deliver to the Authority a wire transfer in Federal Reserve or other immediately available funds made payable to the Authority in the amount of one percent (1.00%) of the aggregate principal amount of the Bonds sold to the Purchaser (the "Deposit") within twenty-four (24) hours after being notified of being the Purchaser for the Bonds. If the Deposit is not received by the time set forth above, then the bid of the Purchaser shall be rejected. No interest on the Deposit will accrue to the Purchaser. The Deposit will be applied to the purchase price of the Bonds awarded to the Purchaser.

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 Purchaser 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 of the Bonds. The Bonds will be ready for delivery within sixty (60) days after the date on which the award is made, and if not deliverable within that period, the Purchaser 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 Purchaser shall furnish to the Authority, simultaneously with or before delivery of the Bonds, a certificate in form satisfactory to the Authority regarding the price at which a substantial amount of Bonds of each maturity was re-offered to the public, if applicable.

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 Purchaser to accept delivery of and pay for the Bonds in accordance with the terms of its bid. No CUSIP identification number shall be deemed to be a part of any Bond or the contract evidenced thereby and no liability shall hereafter attach to the Authority or any of its officers or agents because of or on account of such numbers. All expenses in relation to the printing or typing of CUSIP numbers on the Bonds shall be paid by the Authority; provided, however, it shall be responsibility of the Purchaser to pay the CUSIP Service Bureau charge for the assignment of the numbers. The Purchaser will also be responsible for any other fees or expenses it incurs in connection with the resale of the Bonds.

AUTHORITY, PURPOSE AND SOURCE OF SECURITY. The Bonds are being issued under the provisions of the Indiana Code for the purpose of procuring funds to finance the cost of certain sewage utility collection improvements and related road improvements in an area of the City of Warsaw, Indiana, commonly known as the Airport Industrial Park, together with the expenses necessarily incurred in connection therewith, including the expenses incurred in connection with the sale and issuance of the Bonds.

The Bonds are special and limited obligations of the Authority, payable as to principal and interest solely from and secured solely by certain property pledged pursuant to a Trust Indenture, between the Authority and a trustee (the "Trustee"), including semiannual lease rental payments to be paid by the Commission to the Authority, pursuant to a Lease Agreement, between the Authority and the Commission. The Commission's lease payments under such lease will be payable from a special tax (the "Special Tax") levied and collected by the Commission on all taxable property within the geographical boundaries of the City of Warsaw, Indiana Redevelopment District (the "District") pursuant to Indiana Code § 36-7-14-27, provided that the amount of the Special Tax will be reduced by certain tax increment finance revenues of the Commission to the extent available for such purpose. The boundaries of the District are coterminous with the boundaries of the City. The Bonds are further secured by a debt service reserve. The Bonds are not an obligation or indebtedness of the City or the District.

BOND DELIVERY. At the time of delivery of the Bonds, the approving opinion of Barnes & Thornburg LLP, South Bend, Indiana, bond counsel, as to the validity of the Bonds, together with a transcript of bond proceedings, the printed Bonds and closing certificates in the customary form showing no litigation, will be furnished to the Purchaser 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 (1) under existing laws, regulations, judicial decisions and rulings, interest on the Bonds is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended, for federal income tax purposes, and (2) the interest on the Bonds is exempt from income taxation in the state of Indiana for all purposes except the state financial institutions tax, the Purchaser shall have the right to rescind the sale, and in such event the good faith deposit will be returned.

If bids are submitted by mail, they should be addressed to the Authority in care of the financial advisor at the address listed above.

OFFICIAL STATEMENT AND CONTINUING DISCLOSURE. A copy of the Preliminary Official Statement prepared at the direction of the Authority may be obtained from www.newissuehome.i-deal.com or in limited quantities prior to submission of a bid by request from the Financial Advisor at the address set forth above. 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"), subject to completion as permitted by 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 the Purchaser, 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 (20) 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. The Purchaser shall be responsible for providing (i) in writing the initial reoffering prices and other terms, if any, to the Financial Advisor as and at the time requested and (ii) a certification verifying information as to the bona fide initial offering prices of the Bonds to the public and sales of the Bonds appropriate for determination of the issue price of, and the yield on, the Bonds under the Internal Revenue Code of 1986, as amended, as and at the time requested by the Authority's bond counsel.

If the Purchaser is purchasing the Bonds for its own account with no present intent to resell the Bonds, the Purchaser shall be responsible for providing in writing to the Authority, the Financial Advisor and bond counsel that it is purchasing the Bonds for its own account with no present intent to resell the Bonds and certain other matters regarding the financial sophistication of the Purchaser.

In order to assist bidders in complying with paragraph (b)(5) of the Rule, the Authority will undertake, pursuant to the Continuing Disclosure Agreement which shall be delivered to the Purchaser 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.

Dated this 26th day of October, 2018.

WARSAW REDEVELOPMENT AUTHORITY

[TO BE PUBLISHED IN THE *TIMES-UNION* AND *THE COURT & COMMERCIAL RECORD*, TWO (2) TIMES, ONCE ON OCTOBER 26, 2018 AND AGAIN ON NOVEMBER 2, 2018]

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APPENDIX A

TABLE OF CONTENTS

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CITY OF WARSAW

GENERAL PHYSICAL AND DEMOGRAPHIC INFORMATION

LOCATION

The City of Warsaw (the "City") is located near the geographic center of Kosciusko County, in northern Indiana, approximately 50 miles southeast of South Bend, 40 miles west of Fort Wayne, 120 miles north of Indianapolis, and 125 miles southeast of Chicago, Illinois.

GENERAL CHARACTERISTICS

The City serves as the industrial and commercial center of Kosciusko County, and provides an attractive location for business as well as residential living, due to its emphasis on industry, combined with significant retail activity, agricultural pursuits and recreational opportunities. Warsaw is the home to the first orthopedic device manufacturer, the DePuy Manufacturing Company, which started in 1895. Today, Warsaw is known as the "Orthopedic Capital of the World" with several orthopedic companies located in the City.

Eighteen parks make up the Warsaw Park District and provide a wide range of recreational opportunities for City residents. Kosciusko County is home to more than 100 natural lakes, four of which lie within the Warsaw City limits. The City-County Athletic Complex (CCAC) is a 65-acre non-profit and privately funded multi-purpose athletic complex located on the northwest side of the City.

The Warsaw Community Public Library serves the residents of the City, the Town of Winona Lake and Wayne Township, while non-residents may use the library for an annual fee. Several museums are located in the Warsaw area and the Wagon Wheel Center for the Arts in the City offers stage plays, musicals and concerts. The Lakeland Community Concert Association and Grace College also sponsor events. Warsaw's proximity to South Bend and Fort Wayne provides additional cultural opportunities.

GOVERNMENTAL STRUCTURE

The City is governed by a seven-member Common Council, with each member elected to a four-year term. The Mayor serves as the chief executive of the City and serves a four-year term. The Clerk Treasurer, also elected to a four-year term, is responsible for the financial records of the City. Additional city departments include the following:

Airport	Parks and Recreation
Building Department	Planning Department
Cemetery	Police
Fire	Public Works
Housing Authority	Stormwater Utility
Human Resources	Wastewater Treatment Department

The City employs a total of approximately 186 full-time and 10 part-time employees, with no union representation.

PLANNING AND ZONING

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

EDUCATION

Warsaw Community Schools (the "School Corporation") serves residents of the City, operating one high school, two middle schools and eight elementary schools. The superintendent's office reports 2017 - 2018 enrollment for the School Corporation at 6,971 students, with approximately 523 certified and 788 non-certified employees. The School Corporation provides special education for its students through the North Central Indiana Special Education

Cooperative, which serves four school corporations in the area. Vocational education is offered to high school students through the Warsaw Area Career Center, which is hosted at the Warsaw Senior High School. A full range of vocational programs are available to students.

HIGHER EDUCATION

Grace College is located on 180 acres in the Town of Winona Lake. This co-educational Christian liberal arts college offers four-year Bachelor of Arts and Science degrees with majors in over 70 fields of study. Grace Theological Seminary shares the campus and offers Biblically-oriented graduate programs and several graduate degrees.

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. That report may be obtained by contacting:

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

Funding Policy and Annual Pension Cost

The contribution requirements of the plan members for PERF are established by the Board of Trustees of INPRS.

Employer contributions for the year 2017 were $366,403.

1925 Police Officers' Pension Plan

Plan Description

The 1925 Police Officers' Pension Plan is a single-employer defined benefit pension plan. The plan is administered by the local pension board as authorized by state statute (IC 36-8-6). The plan provides retirement, disability, and death benefits to plan members and beneficiaries. The plan was established by the plan administrator, as provided by state statute. The plan administrator does not issue a publicly available financial report that includes financial statements and required supplementary information of the plan.

Funding Policy

The contribution requirements of plan members for the 1925 Police Officers' Pension Plan are established by state statute.

On Behalf Payments

The 1925 Police Officers' Pension Plan is funded by the State of Indiana through the Indiana Public Retirement System as provided under Indiana Code 5-10.3-11.

1937 Firefighters' Pension Plan

Plan Description

The 1937 Firefighters' Pension Plan is a single-employer defined benefit pension plan. The plan is administered by the local pension board as authorized by state statute (IC 36-8-7). The plan provides retirement, disability, and death benefits to plan members and beneficiaries. The plan was established by the plan administrator, as provided by state statute. The plan administrator does not issue a publicly available financial report that includes financial statements and required supplementary information of the plan.

Funding Policy

The contribution requirements of plan members for the 1937 Firefighters' Pension Plan are established by state statute.

On Behalf Payments

The 1937 Firefighters' Pension Plan is funded by the State of Indiana through the Indiana Public Retirement System as provided under Indiana Code 5-10.3-11.

1977 Police Officers' and Firefighters' Pension and Disability Fund

Plan Description

The 1977 Police Officers' and Firefighters' Pension and Disability Fund is a cost-sharing multiple-employer defined benefit pension plan administered by the Indiana Public Retirement System (INPRS) for all police officers and firefighters hired after April 30, 1977. State statute (IC 36-8-8) regulates the operations of the system, including benefits, vesting, and requirements for contributions by employers and by employees. Covered employees may retire at age 52 with 20 years of service. An employee with 20 years of service may leave service, but will not receive benefits until reaching age 52. The plan also provides for death and disability benefits. INPRS issues a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole and for its participants. That report may be obtained by contacting:

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

Funding Policy

The contribution requirements of plan members and the City are established by the Board of Trustees of INPRS.

Employer contributions for the year 2017 were $357,456 for Police and $332,805 for Fire.

Other Post Employment Benefits

Retirees and terminated employees have the option to stay on the City's health, prescription and dental insurance plan. The former employees are responsible for the full amount of the insurance premium. As of December 31, 2017 the City had two former employees on the dental plan and one former employee on the health and prescription plan at no cost to the City.

City employees may carry over up to six hundred hours of unused sick time one year to the next and are eligible to receive compensation for one-half of their unused, accrued, or banked sick time upon separation of employment only if the employee has completed at least ten continuous years of service upon voluntary resignation or retirement. Employees involuntarily separated will not receive compensation for any unused accrued, or banked sick time. In 2017, the City paid $27,408 for unused sick days.

GENERAL ECONOMIC AND FINANCIAL INFORMATION

COMMERCE AND INDUSTRY

The Warsaw area has a diverse industrial base that serves both national and international markets, including several major orthopedics industries - Zimmer Biomet, DePuy, Medtronic and Tecomet - that have earned the City of Warsaw the designation "Orthopedic Capital of the World." Many of Warsaw's largest industrial employers have been in the area for decades, and some have been located in Warsaw for more than a century.

The major orthopedic companies located in the City not only provide employment, but play an important role in the community. Orthopedic companies, Warsaw Area Career Center, and Ivy Tech all partnered together to create an early college, dual credit program to help students become skilled machinists. The program took two years to come to fruition and came about when it was recognized that there was a shortage of skilled machinists.

Zimmer, Inc. was established in Warsaw in 1927 and manufactures medical implant devices. In 2003, Zimmer acquired Centerpulse AG, a Swiss-based orthopedic company, and has since completed office, manufacturing and research and development expansions in Warsaw. In 2006, Zimmer purchased the former Kimble Glass facility in the City's Boggs Industrial Park. The company added 120,000 square feet to the existing 130,000 square foot facility in Boggs Park, and that now serves as the headquarters for the company's Trauma Division. On June 24, 2015 Zimmer announced the completion of its merger with Biomet which had been announced in April 2014. Biomet is a manufacturer of orthopedic implants. The merger highlights the desire of device companies to cut costs and become more efficient in the face of pricing pressure from hospitals.

DePuy, Inc., a Johnson & Johnson company, was established in Warsaw in 1895 and manufactures orthopedic products. According to the EDC, there are approximately 1,100 office employees in Warsaw.

R.R. Donnelley & Sons is the world's leader in managing, reproducing and distributing print and digital information for the retail, publishing, merchandising and information technology markets, and has been located in Warsaw since 1957. Donnelley & Sons produces catalogs, inserts, magazines, books, directories, specialty printed products, computer documentation and financial printing. The Warsaw facility is part of the commercial printer sector, producing high quality catalogs and newspaper inserts. In 2016 the company created a spin-off company and the Warsaw location is now known as LSC Communications. The company has approximately 950 employees per the EDC.

Symmetry Medical, Inc. was established in Warsaw in 1976 and manufactures orthopedic surgical instruments and cases. Tecomet acquired Symmetry Medical in December 2014. Due to increased orders as well as additional business due to the closing of a facility in Avilla and a facility on the east coast, the company has seen recent growth in the area.

Medtronic, Inc. built a 155,000 square foot facility in Warsaw in 2000, relocating from adjacent Winona Lake for the development and manufacturing of spinal implants and related products.

According to Inside Indiana Business, in April 2016 Parkview Health opened a new hospital in the City of Warsaw. The new hospital represents a $20 million investment and it is estimated it will create more than 100 jobs. The new facility has a Center for Health Living, a YMCA, and a full service emergency room.

Banner Medical Innovations, Inc. is based in Illinois and is a medical-grade raw material supplier. The company announced in August 2015 plans to locate its first Indiana facility in Warsaw. According to Inside Indiana Business in August 2016, the company cut the ribbon on the facility. The company invested over $6 million to construct a material processing center in the Warsaw Technology Park and expects to create up to 75 jobs by 2019.

According to the EDC, several additional companies in the area are also expanding. KGP Logistics is a supply chain and distribution company for the telecommunications industry. The company has had a facility located in Warsaw since 2009. According to the EDC the company is expanding to accommodate increased production. Winona PVD Coatings produces coatings for automotive wheels. According to the EDC, the company has 155 employees in three buildings and is planning to add 50 new jobs and invest $10 million in a new production line. Texmo Precision Castings, a manufacturer of castings for the orthopedic, aerospace, power systems, and automotive industries is also expanding with a $5.5 million renovation and plans to double its current workforce. Flexaust manufactures flexible industrial hoses and is investing $1.6 million in real property and $5.4 million in personal property. The company also expects to add 25 to 40 new positions over the next few years.

According to Inside Indiana Business, a new orthopedic company opened in Warsaw in 2017. WishBone Medical, Inc. focuses on pediatric orthopedics. The company started with an initial $5 million investment and will begin with 10 to 15 employees.

According to Orthopediatrics Corp, the company announced a $1 million expansion of its Warsaw headquarters on August 14, 2018. The company was founded in 2006 and is exclusively focused on advancing the field of pediatric orthopedics. The expansion will create dedicated training and educational facilities as they continue to hire more associates

LARGE EMPLOYERS

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

Name	Year Established	Type of Business	Reported Employment	
Zimmer Biomet	1927	Mfg. orthopedic products	4,000	
Warsaw Community Schools		Public education	1,311	(1)
DePuy, Inc. (a Johnson & Johnson company)	1895	Mfg. orthopedic products	1,100	
LSC Communications (formerly: R.R. Donnelley and Sons)	1957	Printer of catalogs & tabloids	950	
Kosciusko Community Hospital	1976	Health care	822	
Tecomet	1976	Mfg. orthopedic surgical instruments	575	(2)
Cardinal Services	1954	Non-profit social services	415	
Walmart	2001	Retail	346	
Kosciusko County		County government	340	
Bowen Center	1961	Health care	322	

(1) Per the School Corporation, includes 523 certified and 788 non-certified staff.

(2) Per the Kosciusko Economic Development Corporation, reported employment is still accurate but an exact number is unavailable.

EMPLOYMENT

	Unemployment Rate		
Year	Kosciusko County	Indiana	Kosciusko County Labor Force
2013	6.6%	7.7%	39,729
2014	4.9%	6.0%	40,293
2015	4.1%	4.8%	40,662
2016	3.7%	4.4%	41,475
2017	2.7%	3.5%	41,408
2018, July	2.8%	3.5%	43,141

Source: Indiana Business Research Center. Data collected as of September 07, 2018.

BUILDING PERMITS

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

	Residential			Commercial			Demolition	
Year	Total Permits	Estimated Costs		Total Permits	Estimated Costs		Total Permits	Estimated Costs
2013	123	$11,929,464		55	$30,973,500	(1)	5	$21,500
2014	122	17,076,659	(2)	61	25,630,087	(3)	7	44,489
2015	82	6,871,051		42	15,401,980		14	128,346
2016	96	10,301,912		61	56,056,244	(4)	16	668,700
2017	79	10,786,249		73	24,667,149		12	253,017
2018*	31	5,215,290		24	16,246,447		4	49,100

*Includes data up to May, 2018.
(1) Includes $13,000,000 in estimated costs for the Kosciusko County YMCA.
(2) Includes $3,000,000 in estimated costs for a new corporate housing project.
(3) Includes $14,300,000 in estimated costs for a Parkview Health facility.
(4) Includes $33,500,000 in estimated costs for Warsaw Community Schools.

Source: City of Warsaw Building Department

POPULATION

	City of Warsaw		Kosciusko County	
Year	Population	Percent of Change	Population	Percent of Change
1970	7,506	3.76%	48,127	19.21%
1980	10,647	41.85%	59,555	23.75%
1990	10,968	3.01%	65,294	9.64%
2000	12,415	13.19%	74,057	13.42%
2010	13,559	9.21%	77,358	4.46%
2017, Est.	14,748	8.77%	79,206	2.39%

Source: U.S. Census Bureau

AGE STATISTICS

	City of Warsaw	Kosciusko County
Under 25 Years	4,673	26,721
25 to 44 Years	3,816	19,222
45 to 64 Years	3,254	20,942
65 Years and Over	1,816	10,473
Totals	13,559	77,358

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

EDUCATIONAL ATTAINMENT

	Persons 25 and Over	
Years of School Completed	City of Warsaw	Kosciusko County
Less than 9th grade	4.6%	5.5%
9th to 12th grade, no diploma	10.3%	9.8%
High school graduate	30.6%	37.0%
Some college, no degree	22.4%	19.5%
Associate's degree	7.2%	7.1%
Bachelor's degree	16.9%	13.6%
Graduate or professional degree	8.0%	7.6%

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

MISCELLANEOUS ECONOMIC INFORMATION

	City of Warsaw	Kosciusko County	Indiana
Per capita income, past 12 months*	$26,177	$26,854	$26,117
Median household income, past 12 months*	$47,434	$54,482	$50,433
Average weekly earnings in manufacturing (1st qtr. of 2018)	N/A	$1,461	$1,348
Land area in square miles - 2010	11.58	531.38	35,826.11
Population per land square mile - 2010	1,170.90	145.6	181.0
Retail sales in 2012:			
Total retail sales	$632,768,000	$921,480,000	$85,857,962,000
Sales per capita**	$46,668	$11,912	$13,242
Sales per establishment	$4,275,459	$3,092,215	$3,974,722

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

Source: Bureau of Census Reports and the Indiana Business Research Center. Data collected as of September 07, 2018.

Employment and Earnings - Kosciusko County 2016	Earnings (In 1,000s)	Percent of Earnings	Labor Force	Distribution of Labor Force
Manufacturing	$1,288,403	48.66%	14,803	30.33%
Services	548,607	20.72%	15,990	32.77%
Wholesale and retail trade	352,962	13.33%	6,899	14.14%
Government	165,113	6.24%	3,403	6.97%
Construction	91,156	3.44%	1,886	3.86%
Finance, insurance and real estate	86,128	3.25%	2,820	5.78%
Farming	51,885	1.96%	1,410	2.89%
Transportation and warehousing	30,554	1.16%	886	1.82%
Information	21,951	0.83%	445	0.91%
Utilities	8,967	0.34%	69	0.14%
Other*	1,773	0.07%	189	0.39%
Totals	$2,647,499	100.00%	48,800	100.00%

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

Source: Bureau of Economic Analysis and the Indiana Business Research Center. Data collected as of September 07, 2018.

Adjusted Gross Income	Year	Kosciusko County Total
	2011	$1,690,849,475
	2012	1,802,330,686
	2013	1,848,376,720
	2014	1,975,174,824
	2015	2,296,850,033

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 August 16, 2018, including issuance of the Bonds, as reported by the respective taxing units.

Direct Debt	Original Par Amount	Final Maturity	Outstanding Amount
Tax Supported			
Redevelopment Authority			
Lease Rental Revenue Bonds, Series 2018	$5,605,000 *	02/01/43	$5,605,000 *
Lease Rental Revenue Bonds, Series 2015	2,340,000	02/01/40	2,340,000
General Obligation Bonds of 2016	2,950,000	08/01/31	2,645,000
Redevelopment District			
Taxable Tax Increment Special Taxing District Bonds, Series 2015	860,000	02/01/30	825,000
Taxable Tax Increment Special Taxing District Bonds, Series 2013A	1,145,000	02/01/28	860,000
Taxable Tax Increment Special Taxing District Bonds, Series 2013	2,995,000	02/01/28	2,255,000
Tax Increment Revenue Bonds, Series 2012 (1)	1,400,000	02/01/30	1,085,000
Special Taxing District Bonds, Series 2011	1,255,000	01/15/19	95,000
Radio Equipment	383,867	06/01/20	252,984
Subtotal			15,962,984
Self-Supporting Revenue Debt			
Sewage Works Revenue Bonds, Series 2017	9,463,000	07/01/52	9,463,000
Sewage Works Refunding Revenue Bonds of 2013	5,730,000	01/01/23	2,810,000
Sewage Works Revenue Bonds of 2011	4,700,000	01/01/32	3,510,000
Sewage Works Revenue Bonds of 2008	2,710,000	07/01/20	820,000
Building Corporation			
Lease Rental Refunding Revenue Bonds, Series 2015 (2)	5,960,000	01/15/24	4,060,000
Subtotal			20,663,000
Total Direct Debt			$36,625,984

Overlapping Debt	Total Debt	Percent Allocable to City (3)	Amount Allocable to City
Tax Supported Debt			
Kosciusko County (4)	$98,754	16.13%	$15,929
Warsaw Community Schools	129,709,468	38.87%	50,418,070
Total Overlapping Debt			$50,433,999

*Preliminary, subject to change.

(1) The Commission has pledged Tax Increment revenues specific to the Warsaw Commons expansion, as well as Area TIF revenues from the Northern Economic Development Area, in an amount equal to the estimated Tax Increment revenues from the Warsaw Commons expansion for the purpose of payment of the debt service for these bonds. The City is not obligated to pay the debt service on the bonds from any source other than project-specific or Area-specific Tax Increment.

(2) The City has pledged the net revenues of the Warsaw Municipal Sewage Works for the purpose of payment of the lease rentals for these bonds. The city plans to use the net revenues of the Warsaw Municipal Sewage Works together with the City's distributive share of the economic development component of the Kosciusko County Local Income Tax and certain Area TIF revenues received by the City from the Commission from the Northern Economic Development Area. The Area TIF Revenues to be used is in an amount not to exceed $600,000 annually.

(3) Based upon the 2017 payable 2018 net assessed valuation of the respective taxing units.

(4) Excludes the Economic Development Revenue Bonds, Series 2013 (Trupointe), outstanding in the amount of $1,323,000 and the Taxable Economic Development Revenue Bonds, Series 2006 (Dreyfus), outstanding in the amount of $3,560,000. These bonds are special limited obligations of Kosciusko County and are payable solely from loan payments and/or Tax Increment.

Note: The City anticipates issuing approximately $32 million of Sewage Works Revenue Bonds prior to the end of 2018.

Note: The City, via the City of Warsaw Economic Development Commission, issued Taxable Economic Development Revenue Bonds of 2000 in connection with the Warsaw Orthopedics, Inc. / Medtronic, Inc. project. The bonds have a principal amount of $315,000 currently outstanding. These bonds are not a liability of the City of Warsaw and are payable solely from Tax Increment revenue generated by the Medtronic Sofamor Danek project.

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 August 16, 2018, including issuance of the Bonds.

	Direct Tax Supported Debt* $15,962,984	Allocable Portion of All Other Overlapping Tax Supported Debt $50,433,999	Total Direct and Overlapping Tax Supported Debt* $66,396,983
Per capita (1)	$1,082.38	$3,419.72	$4,502.10
Percent of net assessed valuation (2)	1.77%	5.59%	7.36%
Percent of gross assessed valuation (3)	1.13%	3.56%	4.68%

*Preliminary, subject to change.

(1) According to the U.S. Census Bureau, the estimated 2017 population of the City is 14,748.
(2) The net assessed valuation of the City for taxes payable in 2018 is $902,354,407 according to the Kosciusko County Auditor's office.
(3) The gross assessed valuation of the City for taxes payable in 2018 is $1,417,701,240 according to the Kosciusko County Auditor's office.

SCHEDULE OF HISTORICAL NET ASSESSED VALUATION

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

Year Payable		Real Estate	Utilities	Personal Property	Total Taxable Value
2014		$607,050,565	$23,926,930	$185,057,000	$816,034,495
2015		611,334,176	23,113,400	200,925,610	835,373,186
2016		622,539,183	24,155,730	198,429,300	845,124,213
2017		646,598,904	25,283,550	206,071,490	877,953,944
2018		659,527,537	23,845,530	218,981,340	902,354,407
2019	(1)	N/A	N/A	N/A	917,711,317

(1) Represents the 2019 Certified Net Assessed Value per the Department of Local Government Finance (the "DLGF").

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 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.

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DETAIL OF NET ASSESSED VALUATION

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

	Warsaw Plain Twp.	Warsaw Wayne Twp.	Warsaw-Warsaw Prairie Twp.	Total
Gross Value of Land	$39,823,400	$269,607,300	$38,700	$309,469,400
Gross Value of Improvements	91,087,700	726,373,900		817,461,600
Total Gross Value of Real Estate	130,911,100	995,981,200	38,700	1,126,931,000
Less: Mortgage Exemptions, Veterans, Blind Age 65 & Other Exemptions	(5,776,805)	(264,789,618)		(270,566,423)
Tax Exempt Property	(8,120,900)	(72,367,006)		(80,487,906)
TIF	(87,955,878)	(28,354,556)	(38,700)	(116,349,134)
Net Assessed Value of Real Estate	29,057,517	630,470,020	0	659,527,537
Business Personal Property	52,442,690	214,482,020		266,924,710
Less: Deductions	(27,105,230)	(20,838,140)		(47,943,370)
Net Assessed Value of Personal Property	25,337,460	193,643,880	0	218,981,340
Net Assessed Value of Utility Property	2,049,440	21,796,090	0	23,845,530
Total Net Assessed Value	$56,444,417	$845,909,990	$0	$902,354,407

COMPARATIVE SCHEDULE OF CERTIFIED TAX RATES

Per $100 of Net Assessed Valuation

	Year Taxes Payable				
	2014	2015	2016	2017	2018
Detail of Certified Tax Rate:					
General	$0.5910	$0.6981	$0.6999	$0.5162	$0.5730
Debt Service	0.0244	0.0618	0.0487	0.0528	0.0058
Cemetery	0.0495	0.0289	0.0496	0.0535	0.0642
Park & Recreation	0.2267	0.1221	0.1224	0.2348	0.2188
Aviation/Airport	0.0144	0.0138	0.0138	0.0241	0.0915
Police Pension	0.0076	0.0073	0.0072	0.0072	0.0040
Fireman Pension	0.0067	0.0064	0.0063	0.0063	0.0030
Cum. Capital Development	0.0497	0.0479	0.0479	0.0464	0.0402
Redevelopment-General	0.0124	0.0119	0.0119	0.0119	0.0050
Fire Protection Territory-General	0.1797	0.1992	0.1997	0.2902	0.2363
Fire Protection Territory-Equipment	0.0329	0.0317	0.0317	0.0307	0.0307
Totals	$1.1950	$1.2291	$1.2391	$1.2741	$1.2725
Total District Certified Tax Rate (1)					
Warsaw-Wayne Twp.	$2.4307	$2.4350	$2.5302	$2.5717	$2.5036
Warsaw-Plain Twp.	$2.4335	$2.4377	$2.5318	$2.5790	$2.4860
Warsaw-Warsaw Prairie Twp.	$2.4313	$2.4345	$2.5296	$2.5771	$2.5005

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

Source: DLGF Certified Budget Orders for the City.

PROPERTY TAXES LEVIED AND COLLECTED

Collection Year	Certified Taxes Levied	Circuit Breaker Tax Credit (1)	Certified Taxes Levied Net of Circuit Breaker Tax Credit	Taxes Collected	Collected as Percent of Gross Levy	Collected as Percent of Net Levy
2013	$10,308,075	($510,173)	$9,797,902	$9,851,966	95.58%	100.55%
2014	10,427,604	(517,961)	9,909,643	10,215,212	97.96%	103.08%
2015	11,175,789	(543,960)	10,631,829	10,732,817	96.04%	100.95%
2016	11,231,330	(581,562)	10,649,768	10,995,205	97.90%	103.24%
2017	12,446,933	(663,084)	11,783,849	11,798,349	94.79%	100.12%

Source: The Kosciusko 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 Tax Credit caused a reduction in protected taxes. The tax revenue and each fund of any other political subdivisions must not be affected by the reduction.

LARGE TAXPAYERS

The following is a list of the ten largest taxpayers located within the City. This list excludes any assessed value included in tax incremen areas.

Name	Type of Business	2017/2018 Net Assessed Valuation	Percent of Total Net Assessed Valuation (1)
Zimmer Biomet, Inc	Mfg. medical implant devices	$122,865,310	13.62%
Warsaw Health Systems LLC	Health care clinic	30,485,460	3.38%
DePuy, Inc. (a Johnson & Johnson Co.)	Mfg. orthopedic products	21,265,250	2.36%
Dalton Corporation	Mfg. engine castings	16,652,490	1.85%
Collins Leasing LLC/Miami Farms Inc./LaPorte Equities LLC/Warsaw Real Equities LLC/Northwest Woods Rentals LLC/Lakeland Properties LLC (2)	Property management/ development	15,050,690	1.67%
Tecomet (Formerly Symmetry Medical, Inc.)	Mfg. medical devices	10,628,990	1.18%
Nipsco Industries, Inc.	Gas and electric utility	9,688,250	1.07%
Menard Inc.	Retail	9,288,740	1.03%
United Telephone Co. of Indiana Inc.	Local exchange carrier	6,456,930	0.72%
Rein Warsaw Associates LP	Financial services	5,651,300	0.63%
Totals		$248,033,410	27.51%

(1) The total net assessed valuation of the City of Warsaw, Indiana is $902,354,407 for taxes payable in 2018, according to the Kosciusko County Auditor's office.

Note: West Hill Development/Robinson Construction/Winona PVD/Custom Engineered Wheels Inc., Medtronic, Inc., and Meijer Stores are large taxpayers within the City that are captured by tax increment.

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

Note: The following financial statements on pages A-17 - A-18 are excerpts from the City's 2015 audit report of the Indiana State Board of Accounts. Consequently, these schedules do not include all disclosures required by generally accepted accounting principles. A complete audit will be furnished upon request. Current reports are available at http://www.in.gov/sboa/resources/reports/audit/.

CITY OF WARSAW

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

For The Year Ended December 31, 2015

Fund	Beginning Balance 1/1/2015	Receipts	Disbursements	Ending Balance 12/31/2015
General Fund	$4,435,718	$16,968,176	$16,454,779	$4,949,115
Motor Vehicle Highway	734,112	810,714	634,501	910,325
Local Road & Street	241,411	125,317	240,000	126,728
Aviation	671,591	524,280	617,784	578,087
Park Nonrevert Operating	33,056	12,258	11,646	33,668
Law Continuing Education	54,863	24,376	10,636	68,603
Park & Recreation	2,109,677	1,218,435	1,818,372	1,509,740
Rainy Day	1,698,838	380,000	439,657	1,639,181
Economic Dev Income Tax (EDIT)	1,590,796	846,601	609,157	1,828,240
Hazardous Materials Response	0	2,295		2,295
Levy Excess	202			202
Fire Territory Operating	1,324,936	3,188,672	3,201,069	1,312,539
Aviation Fuel Trust	17,414	1,521,080	1,533,394	5,100
Certified Technology Park	35,632	156,542		192,174
Cum Cap Development	983,532	409,409	383,178	1,009,763
Park Nonreverting Capital	58,708	19,561	4,137	74,132
Redevelopment District General	328,657	255,136	122,429	461,364
City Capital Projects Fund	1,123,923		422,163	701,760
Cum Cap Imp- Cig Tax	148,954	34,057	29,627	153,384
Fire Territory Equipment	2,162,442	505,022	195,736	2,471,728
Self-Insurance Fund	272,438	2,095,461	2,106,894	261,005
Police Pension	1,072,408	341,509	276,556	1,137,361
Fire Pension	972,859	327,070	257,622	1,042,307
Riverboat	146,257	80,322		226,579
Sales Tax Fund	52	4,156	4,175	33
Redevelopment Allocation	302,830	324,340	305,596	321,574
Federal Grant Fund	113,951	1,326,492	811,055	629,388
Petty Cash/Cash Change Fund	750	720	820	650
Cemetery	468,686	399,253	521,802	346,137
Donation	65,534	166,333	53,833	178,034
Warsaw Police Forfeiture Fund	0	1,707		1,707
General Bond Fund	155,949	731,832	814,276	73,505
City Hall 2011 Debt Reserve	125,500			125,500
TIRB 12 Warsaw Commons Reserve	124,453			124,453
Winona PVD STDB Series 2013 Debt Reserve	299,500			299,500
Winona PVD Series 2013A Debt Reserve	114,500			114,500
Winona PVD STDB Series 2015 Debt Reserve	0	86,000		86,000
Grant Local Fire	4,000		2,186	1,814
Redevel Allocation Cap Fund	3,517			3,517
Redevel Northern TIF Allocation	5,159,258	3,431,025	2,229,146	6,361,137
Redevel/TIF Winona Interurban	43,322	5,957	10,000	39,279
Aviation Depreciation	258,121	127,428	258,078	127,471
Redevel Eastern TIF	169,745	823,441	618,325	374,861
Winona Pvd Stdb Series 2015 Operating	0	761,100	78,970	682,130
2011 Sewage Rev Bond P & I	0	304,375	304,375	0
Cemetery Perm & Perpetual	1,208,060	45,029	15,738	1,237,351
Subtotals	$28,836,152	$38,385,481	$35,397,712	$31,823,921

(Continued on next page)

CITY OF WARSAW

(Cont'd)

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

For The Year Ended December 31, 2015

	Beginning Balance 1/1/2015	Receipts	Disbursements	Ending Balance 12/31/2015
Subtotals carried forward	$28,836,152	$38,385,481	$35,397,712	$31,823,921
Self Insurance/Fire Territory	70,846	683,890	564,679	190,057
Employee Benefit Trust	240,642	190,650	147,733	283,559
Payroll	41,396	9,364,402	9,360,675	45,123
Wastewater Utility Operating	3,462,092	6,915,825	6,849,360	3,528,557
Wastewater Utility Bond & Int 2013	266	664,044	663,843	467
Wastewater Utility Depreciation	1,205,468	963,000	487,610	1,680,858
Wastewater Utility Cash Reserve	237,844	425,686	425,686	237,844
Wastewater Open Bonds Debt Reserve	1,035,691			1,035,691
Wastewater Lease BD 01/2005	870,000		78,000	792,000
Wastewater Bond & Int 2008	1,256	424,049	423,999	1,306
Wastewater Lease BD 2005/Pymt	583,875	581,500	862,364	303,011
Stormwater Utility Operating	105,748	527,569	335,730	297,587
2015 RA Bonds - Bond Interest	0	293,034		293,034
2015 RA Bonds - Reserve Fund	0	164,147		164,147
2015 RA Bonds - Construction	0	1,859,724	111,888	1,747,836
2015 RA bonds - Sinking Fund	0	24,850	24,850	0
Totals	$36,691,276	$61,467,851	$55,734,129	$42,424,998

Note: The following schedules on page A-19 - A-24 contain limited and unaudited financial information which is presented solely for the purpose of conveying a statement of cash and investment balances for the City. Consequently, these schedules do not include all disclosures required by generally accepted accounting principles. Current reports are available at https://gateway.ifionline.org/report_builder/

CITY OF WARSAW

STATEMENT OF RECEIPTS AND DISBURSEMENTS
(Unaudited)

Fund	Beginning Balance 1/1/2016		Receipts	Disbursements	Ending Balance 12/31/2016
General Fund	$4,949,116	(1)	$10,487,189	$9,542,208	$5,894,097
Levy Excess	202			202	0
Fire Territory Operating	1,312,538		3,330,722	3,448,293	1,194,967
Petty Cash/Cash Change Fund	650		570	570	650
Motor Vehicle Highway	910,324		827,237	727,773	1,009,789
Local Road & Street	126,729		124,985	180,000	71,713
Park & Recreation	1,509,739		1,237,491	1,930,721	816,509
Cemetery	346,136		553,462	568,685	330,914
Aviation	578,086		597,087	577,692	597,482
Park Nonrevert Operating	33,668		12,464	11,031	35,101
Donation	178,033		119,583	124,087	173,529
Economic Dev Income Tax (EDIT)	1,828,240		1,315,047	766,261	2,377,026
Warsaw Police Forfeiture Fund	1,707		2,051		3,758
Law Continuing Education	68,604		25,913	35,263	59,253
Riverboat	226,580		80,320		306,900
Rainy Day	1,639,181		193,225	28,306	1,804,100
Certified Technology Park	192,174		326,233	165,000	353,407
Hazardous Materials Response	2,295				2,295
LOIT Special Distribution	0		576,134	230,000	346,134
Rainy Day Restricted - Wheel And Sur Tax	0		280,000	280,000	0
Rainy Day Restricted - Local Road And Street	0		130,000	130,000	0
Rainy Day Restricted - MVH	0		83,000	83,000	0
Sales Tax Fund	33		3,341	3,307	68
Redevelopment District General	461,362		102,246	155,569	408,039
General Bond Fund	73,506		590,311	577,850	85,967
GO Bond 2016 Debt Reserve	0		142,681		142,681
City Hall 2011 Debt Reserve	125,500				125,500
TIRB 12 Warsaw Commons Reserve	124,453				124,453
Winona PVD STDB, Series 2013 Debt Reserve	299,500				299,500
Winona PVD Series 2013A Debt Reserve	114,500				114,500
Winona PVD STDB, Series 2015 Debt Reserve	86,000				86,000
Grant Local Fire	1,814			1,814	0
2015 Redev. Auth. Bonds - Sinking Fund	0		1,067	950	118
2015 Redev. Auth. Bonds - Bond Interest	293,034		190	90,619	202,605
2015 Redev. Auth. Bonds - Reserve Fund	164,147		136	117	164,166
Cum Cap Imp - Cig Tax	153,384		34,558	35,373	152,568
Cum Cap Development	1,009,762		413,798	206,120	1,217,440
Park Nonreverting Capital	74,132		19,250		93,381
City Capital Projects Fund	701,760		3,200,000	698,393	3,203,368
Fire Territory Equipment	2,471,727		417,140	85,600	2,803,267
Federal Grant Fund	629,388		1,005,278	1,108,230	526,436
Redevelopment Allocation	321,576		324,151	108,444	537,283
Redevel Allocation Cap Fund	3,517				3,517
Redevel Northern TIF Allocation	6,361,137		3,193,718	1,516,165	8,038,691
Redevel/TIF Winona Interurban	39,279		11,382	20,000	30,661
Aviation Depreciation	127,471		24,105		151,577
Subtotals	$27,540,984		$29,786,065	$23,437,643	$33,889,410

(1) Includes $1,000,000 from sale of investments

(Continued on next page)

CITY OF WARSAW

(Cont'd)

STATEMENT OF RECEIPTS AND DISBURSEMENTS
(unaudited)

	Beginning Balance 1/1/2016	Receipts	Disbursements	Ending Balance 12/31/2016
Subtotals carried forward	$27,540,984	$29,786,065	$23,437,643	$33,889,410
Redevel Eastern TIF	374,861	276,020	236,819	414,062
Winona PVD STDB, Series 2015 Operating	682,130		675,405	6,725
2015 RA Bonds - Construction	1,747,835	1,369	148,385	1,600,820
2011 Sewage Rev Bond P & I	0	309,975	309,975	0
Cemetery Perm & Perpetual	1,237,351	39,770	49,628	1,227,493
Aviation Fuel Trust	5,100	1,479,278	1,474,727	9,650
Self-Insurance Fund	261,006	1,995,229	2,160,203	96,032
Self Insurance/Fire Territory	190,057	581,061	631,475	139,643
Employee Benefit Trust	283,559	199,988	165,614	317,933
Fire Pension	1,042,308	318,020	259,741	1,100,587
Police Pension	1,137,361	345,663	280,403	1,202,621
Payroll Net Payroll	0	268,430	268,430	0
Payroll	45,123	4,885,407	4,921,784	8,746
Payroll Federal Withholding	0	509,108	509,108	0
Payroll FICA	0	308,213	308,213	0
Payroll Medicare	0	126,916	126,916	0
Payroll State Withholding	0	144,832	122,717	22,115
Payroll County Withholding	0	46,821	39,614	7,207
Payroll PERF	0	85,797	85,797	0
Payroll Deferred Comp	0	35,565	35,565	0
Payroll Fire Pension	0	54,165	54,165	0
Payroll Health Insurance	0	57,462	47,932	9,531
Payroll Fire Territory Health Ins	0	13,968	11,426	2,542
Payroll Aflac Premium 39	0	30,975	30,975	0
Payroll Texas Life Insurance	0	7,466	7,465	1
Payroll Child Support-Indiana	0	24,173	24,173	0
Payroll Delinquent Tax	0	652	652	0
Payroll Police Pension	0	61,759	61,759	0
Payroll Garnishment Cbe Group	0	1,683	1,683	0
Payroll Workout Anytime	0	1,738	1,468	270
Payroll United Way	0	117	117	0
Payroll Special Dd Health	0	2,190	2,190	0
Payroll Aflac Flex	0	25,508	25,508	0
Payroll Child Support-Oklahoma	0	2,435	2,435	0
Payroll Child Support-Washington	0	1,950	1,950	0
Payroll Child Support-Michigan	0	2,209	2,209	0
Payroll Garnishment US Dept Ed	0	3,182	3,182	0
Payroll Garnishment- Clerk - Fulton	0	1,683	1,683	0
Payroll Annual Support Fee - Insccu	0	110	110	0
Payroll YMCA Membership	0	2,124	2,068	56
Payroll Overpayment/Misc	0	164	164	0
Payroll Direct Deposit	0	2,925,283	2,925,283	0
Wastewater Utility Operating	3,528,556	7,238,852	7,102,877	3,664,531
Wastewater Utility Bond & Int 2013	468	663,226	663,043	652
Wastewater Utility Depreciation	1,680,858	507,092	1,209,366	978,584
Wastewater Utility Cash Reserve	237,843	425,686	425,686	237,843
Wastewater Open Bonds Debt Reserve	1,035,691			1,035,691
Wastewater Lease Bd 01/2005	792,000			792,000
Wastewater Bond & Int 2008	1,307	429,257	429,209	1,355
Wastewater Lease Bd 2005/Pymt	303,011	787,000	787,000	303,011
Stormwater Utility Operating	297,588	535,722	369,303	464,007
Totals	$42,425,000	$55,551,353	$50,443,237	$47,533,116

The following schedules on page A-21 - A-24 contain limited and unaudited financial information which is presented solely for the purpose of conveying a statement of cash and investment balances for the City. Consequently, these schedules do not include all disclosures required by generally accepted accounting principles. Current reports are available at https://gateway.ifionline.org/report_builder/

CITY OF WARSAW

STATEMENT OF RECEIPTS AND DISBURSEMENTS
(Unaudited)

Fund	Beginning Balance 01/01/17	Receipts	Disbursements	Ending Balance 12/31/2017
General Fund	$5,894,097	$9,441,821	$9,878,956	$5,456,962
Fire Territory Operating	1,194,967	4,604,593	3,596,705	2,202,855
Petty Cash/Cash Change Fund	650			650
Motor Vehicle Highway	1,009,789	868,254	303,989	1,574,054
Local Road & Street	71,713	159,248	46,074	184,887
Park & Recreation	816,509	2,244,892	2,015,584	1,045,818
Cemetery	330,914	605,591	563,174	373,330
Aviation	597,482	504,812	585,207	517,087
Park Nonrevert Operating	35,101	11,443	10,786	35,757
Donation	173,529	190,986	152,784	211,732
Economic Dev Income Tax (EDIT)	2,377,026	1,187,266	1,211,605	2,352,686
Warsaw Police Forfeiture Fund	3,758	124,469		128,227
Law Continuing Education	59,253	22,948	33,824	48,377
Riverboat	306,900	80,322		387,222
Rainy Day	1,804,100			1,804,100
Certified Technology Park	353,407	415,203	67,000	701,610
Hazardous Materials Response	2,295			2,295
LOIT Special Distribution	346,134		230,000	116,134
Sales Tax Fund	68	3,635	3,662	41
Redevelopment District General	408,039	179,079	104,064	483,054
General Bond Fund	85,967	719,191	491,579	313,579
GO Bond 2016 Debt Reserve	142,681		142,681	0
City Hall 2011 Debt Reserve	125,500	2,483		127,983
TIRB 12 Warsaw Commons Reserve	124,453			124,453
Winona PVD STDB, Series 2013 Debt Reserve	299,500			299,500
Winona PVD Series 2013A Debt Reserve	114,500			114,500
Winona PVD STDB, Series 2015 Debt Reserve	86,000			86,000
2015 RA Bonds - Sinking Fund	118	81,783	81,900	0
2015 RA Bonds - Bond Interest	202,605	155	80,832	121,928
2015 RA Bonds - Reserve Fund	164,166	164		164,330
Cum Cap Imp - Cig Tax	152,568	32,974		185,543
Cum Cap Development	1,217,440	473,767	732,627	958,580
Park Nonreverting Capital	93,381	15,759		109,141
City Capital Projects Fund	3,203,368		562,444	2,640,923
Subtotals	$21,797,978	$21,970,840	$20,895,478	$22,873,339

(Continued on next page)

CITY OF WARSAW

(Cont'd)

STATEMENT OF RECEIPTS AND DISBURSEMENTS
(Unaudited)

Fund	Beginning Balance 01/01/17	Receipts	Disbursements	Ending Balance 12/31/2017
Subtotals carried forward	$21,797,978	$21,970,840	$20,895,478	$22,873,339
Fire Territory Equipment	2,803,267	412,625	795,037	2,420,855
Federal Grant Fund	526,436	1,272,879	1,342,258	457,057
Redevelopment Allocation	537,283	317,191	209,296	645,178
Redevel Allocation Cap Fund	3,517			3,517
Redevel Northern TIF Allocation	8,038,691	3,109,869	3,394,209	7,754,350
Redevel/TIF Winona Interurban	30,661	19,504		50,165
Aviation Depreciation	151,577	83,600		235,177
Redevel Eastern TIF	414,062	362,854	9,089	767,827
Winona PVD STDB, Series 2015 Operating	6,725			6,725
2015 RA Bonds - Construction	1,600,820	1,567	71,965	1,530,422
2011 Sewage Rev Bond P & I	0	306,175	306,175	0
Cemetery Perm & Perpetual	1,227,493	51,796	136,509	1,142,781
Aviation Fuel Trust	9,650	1,373,867	1,347,390	36,127
Self-Insurance Fund	96,032	2,287,187	2,284,031	99,188
Self Insurance/Fire Territory	139,643	681,220	682,065	138,798
Employee Benefit Trust	317,933	242,250	155,832	404,351
Fire Pension	1,100,587	318,299	266,652	1,152,234
Police Pension	1,202,621	346,964	291,365	1,258,220
Payroll	8,746		8,746	0
Payroll Federal Withholding	0	1,055,626	1,055,626	0
Payroll FICA	0	619,487	619,487	0
Payroll Medicare	0	258,148	258,148	0
Payroll State Withholding	22,115	288,042	287,721	22,436
Payroll County Withholding	7,207	97,405	97,031	7,582
Payroll Perf	0	179,400	179,400	0
Payroll Deferred Comp	0	73,365	73,365	0
Payroll Fire Pension	0	114,105	114,105	0
Payroll Health Insurance	9,531	129,190	127,905	10,815
Payroll Fire Territory Health Ins	2,542	35,842	35,298	3,086
Payroll Aflac Premium 39	0	65,321	65,320	1
Payroll Texas Life Insurance	1	22,107	22,106	2
Payroll Child Support-Indiana	0	66,271	66,271	0
Payroll Delinquent Tax	0	672	672	0
Payroll Police Pension	0	120,188	120,188	0
Payroll Garnishment Cbe Group	0	769	769	0
Payroll Workout Anytime	270	2,285	2,415	140
Subtotals	$40,055,386	$36,286,911	$35,321,924	$41,020,373

(Continued on next page)

CITY OF WARSAW

(Cont'd)

STATEMENT OF RECEIPTS AND DISBURSEMENTS

(Unaudited)

Fund	Beginning Balance 1/1/2017	Receipts	Disbursements	Ending Balance 12/31/2017
Subtotals carried forward	$40,055,386	$36,286,911	$35,321,924	$41,020,373
Payroll Afac Flex	0	52,556	41,717	10,840
Payroll Child Support-Oklahoma	0	3,559	3,559	0
Payroll Child Support-Washington	0	2,850	2,850	0
Payroll Child Support-Michigan	0	4,417	4,417	0
Payroll Garnishment US Dept Ed	0	4,691	4,691	0
Payroll Garnishment- Clerk - Fulton	0	4,101	4,101	0
Payroll Annual Support Fee - Insccu	0	385	385	0
Payroll YMCA Membership	56	13,217	13,273	0
Payroll Garnishment Premier Credit	0	1,352	1,352	0
Payroll Direct Deposit	0	6,455,742	6,455,742	0
Wastewater Utility Operating	3,664,531	7,176,780	7,947,255	2,894,056
Wastewater Utility Bond & Int 2013	652	663,080	661,356	2,376
Wastewater Utility Depreciation	978,584	1,855,140	1,168,645	1,665,079
Wastewater Utility Cash Reserve	237,843	425,686	425,686	237,843
Wastewater Bond & Int 2003	0	249	249	0
Wastewater Open Bonds Debt Reserve	1,035,691		1,035,691	0
Wastewater Lease Bd 2015	792,000		792,000	0
Wastewater Bond & Int 2008	1,355	428,768	428,549	1,574
Wastewater Lease Bd 2015/Pymt	303,011	789,000	789,000	303,011
Srfww Warsaw 17 Dsr	0	1,827,691		1,827,691
Srfww Warsaw 17 Constr	0	406,644		406,644
Srfww Warsaw 17	0	80,270	80,270	0
Stormwater Utility Operating	464,007	521,662	387,224	598,445
Total	$47,533,116	$57,004,752	$55,569,936	$48,967,932

CITY OF WARSAW

DETAIL OF GENERAL FUND RECEIPTS AND DISBURSEMENTS
(Unaudited)

	Calendar Year 2017
Receipts:	
Taxes and Intergovernmental:	
General Property Taxes	$4,175,118
County Option Income Tax (COIT)	3,825,481
ABC Excise Tax Distribution	17,111
Cigarette Tax Distribution	8,993
Financial Institutions Tax Distribution	28,769
Vehicle/Aircraft Excise Tax Distribution	234,513
Commercial Vehicle Excise Tax Distribution (CVET)	9,936
Other Taxes	30,132
Licenses and Permits:	
Planning, Zoning, and Building Permits and Fees	35,394
Electrical and Plumbing Licenses and Permits	450
Services:	
Parking Receipts	20,255
Other Charges for Services, Sales and Fees	58,878
Fines, Forfeitures, and Fees:	
Court Costs and Fees	31,900
Other Receipts:	
Earnings on Investments and Deposits	278,451
Refunds and Reimbursements	137,113
Interfund Loans	0
Other Receipts	549,327
Total Receipts	$9,441,821
Disbursements:	
Personal Services:	
Salaries and Wages	4,228,773
Employee Benefits	2,253,118
Supplies:	
Office Supplies	27,149
Operating Supplies	521,257
Repair and Maintenance Supplies	332,924
Other Supplies	22,779
Services and Charges:	
Professional Services	362,530
Communication and Transportation	151,362
Printing and Advertising	8,647
Insurance	216,614
Utility Services	391,836
Repairs and Maintenance	382,193
Rentals	69,137
Other Services and Charges	267,673
Debt Service - Principal and Interest:	
Payments on Bonds and Other Debt Principal	43,099
Capital Outlays:	
Improvements Other Than Buildings	24,791
Machinery, Equipment, and Vehicles	556,631
Other Capital Outlays	17,552
Other Disbursements:	
Interfund Loan	0
Other Disbursements	891
Total Disbursements	9,878,956
Net increase (decrease)	($437,135)
Beginning balance	5,894,097
Ending balance	$5,456,962

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 Commission 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.

WARSAW (INDIANA)
REDEVELOPMENT AUTHORITY

By: ______________________
President

Attest: ______________________
Secretary/Treasurer

WARSAW (INDIANA)
REDEVELOPMENT COMMISSION

By: Tim Meyer
President

Attest: ______________________
Secretary

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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

November 7, 2018

Warsaw (Indiana) Redevelopment Authority
102 South Buffalo Street
Warsaw, Indiana 46580

In connection with the issuance of $5,605,000* principal amount of the Warsaw (Indiana) Redevelopment Authority Lease Rental Revenue Bonds, Series 2018, we have prepared this special purpose report including the following schedules for inclusion in the Preliminary Official Statement dated November 7, 2018.

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 or provide any other form of assurance thereon, nor do we have a responsibility to prepare subsequent reports.

*Preliminary, subject to change.

Umbaugh

GENERAL COMMENTS

The Warsaw (Indiana) Redevelopment Authority (the "Issuer" or "Authority") is issuing $5,605,000* of its Lease Rental Revenue Bonds, Series 2018 (the "Bonds") to finance all or a portion of certain sewage utility collection improvements and related road improvements to portions of certain streets located in an area recently annexed by the City of Warsaw, Indiana (the "City") (the "Project") in, serving, or benefiting the Consolidated Northern Economic Development Area (the "Consolidated Area"), to fund a debt service, and to pay issuance expenses. The Project will be leased by the Authority to the City of Warsaw Redevelopment Commission (the "Commission").

The Bonds will be secured as described in the Trust Indenture dated as of December 1, 2018 (the "Trust Indenture") between the Authority and The Huntington National Bank, Indianapolis, Indiana (the "Trustee"). The Bonds are payable from semiannual lease rental payments (the "Lease Rental(s)") to be paid by the Commission directly to the Trustee pursuant to a Lease between the Authority and the Commission dated as of December 1, 2018 (the "Lease").

Such Lease Rentals are payable from a special benefits tax to be levied by the Commission upon all taxable property located within the Warsaw Redevelopment District (the "District") (the "Special Tax"). The boundaries of the District are coterminous with the City. The Bonds are anticipated to be paid from Tax Increment (hereinafter defined) collected in the Consolidated Area. The Tax Increment is not pledged to the Bonds but the Commission reasonably expects to have sufficient Tax Increment available to pay the Lease Rentals when due. The Bonds are further secured by a debt service reserve. The Bonds shall not constitute an indebtedness of the Commission or the District within the meaning of the provisions and limitations of the Constitution of the State of Indiana.

The Commission agrees to pay fixed Lease Rentals 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 Bonds. The term of the Lease will commence upon Project completion and will be no more than twenty-five (25) years. Lease Rentals are payable semiannually on January 15 and July 15, beginning July 15, 2019.

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 an allocation 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 IC 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

*Preliminary, subject to change.

(Continued on next page)

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.

IC 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 as it relates to the Bonds, please refer to the "Procedures for Property Assessment, Tax Levy and Collection" and "Circuit Breaker Tax Credit" in the Preliminary Official Statement dated November 7, 2018.

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. IC 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 IC 6-1.1-12-37), the Circuit Breaker Tax Credit is equal to the amount by which the property taxes attributable to the homestead exceed 1% of the gross assessed value of the homestead. Property taxes attributable to the gross assessed value of other residential property, agricultural property, and long-term care facilities are limited to 2% of the gross assessed value, property taxes attributable to other non-residential real property and personal property are limited to 3% of the gross assessed value. The Statute provides additional property tax limits for property taxes paid by certain senior citizens.

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

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

The Statute requires political subdivisions to fully fund the payment of outstanding debt service or lease rental obligations payable from property taxes ("Debt Service Obligations"), regardless of any reduction in property tax collections due to the application of the Circuit Breaker Tax Credit. Upon: (i) the failure of

(Continued on next page)

Circuit Breaker (Cont'd)

a political subdivision to pay any of its Debt Service Obligations; and (ii) notification of that event to the treasurer of the State by a claimant; the treasurer of State is required to pay the unpaid Debt Service Obligations from money in the possession of the State that would otherwise be available to the political subdivision under any other law. A deduction must be made: (i) first, from local income tax distributions that would otherwise be distributed to the county; and (ii) second, from any other undistributed funds of the political subdivision in possession of the State.

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

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

The 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 of a City. A lower assessed value of a City may result in higher tax rates in order for a City to receive its approved property tax levy.

According to the DLGF, the Circuit Breaker Tax Credit allocable to the City for budget years 2015, 2016, and 2017 were $543,960, $581,562, and $663,084, respectively. In budget year 2018, the Circuit Breaker Tax Credits was $631,955. These estimates do not include the estimated debt service on the Bonds.

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.

(Continued on next page)

Circuit Breaker (Cont'd)

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.

Economic Development Area and Allocation Areas

On February 8, 1999, the Commission adopted a Declaratory Resolution to establish the Northern Economic Development Area (as amended and expanded, the "Original Northern Area") and a coterminous allocation area (as amended and expanded, the "Original Northern Allocation Area") for purposes of capturing all incremental real property and certain depreciable personal property tax revenues (TIF Revenues, as herein defined) in the Northern Allocation Area. The Northern Area was expanded in January of 2002, on April 4, 2011 and on June 4, 2012. Warsaw Orthopedic, now Medtronic, and Winona PVD have been designated as "Designated Taxpayers" for the capture of depreciable personal property. On September 10, 2012, the Commission adopted a Declaratory Resolution to establish the Eastern TIF Economic Development Area (the "Eastern Area") and a coterminous allocation area (the "Eastern Allocation Area") for purposes of capturing TIF Revenues in the Eastern Allocation Area. The Eastern Allocation Area and the Northern Allocation Area are collectively referred to as the "Allocation Areas").

On September 10, 2018, the Commission adopted a Declaratory Resolution (the "2018 Resolution") to expand the Original Northern Area by certain parcels and designate those parcels as an allocation area (the "2018 Expansion Area"). The Original Northern Area and the 2018 Expansion Area are collectively known as the "Northern Area." The 2018 Resolution also consolidated the Northern Area and the Eastern Area into the Consolidated Northern Economic Development Area (the "Consolidated Area".) The Project serves and benefits the Consolidated Area.

The base assessment date of the Original Northern Area, including the Medtronic personal property, is March 1, 1998. The base assessment dates of the 2002, 2011, including the Winona PVD personal property, and 2012 expansions are March 1, 2001, March 1, 2011 and March 1, 2012, respectively. The base assessment date of the 2018 Expansion Area is January 1, 2018. The base assessment date of the Eastern Area is March 1, 2012. The Original Northern Area will expire following taxes payable 2029. The 2002, 2011 and 2012 expansions will expire following taxes payable 2032, 2037 and 2038, respectively. The 2018 Expansion Area and the Eastern Area will expire following taxes payable 2042, at the maturity of the Bonds.

The Consolidated Area lies to the north and east of the City along U.S. 30 and U.S. 15. The Consolidated Area is comprised of a variety of businesses including: manufacturers, retail, and apartments. A few of the Consolidated Area's largest taxpayers include: Winona PVD Coatings LLC, Warsaw Orthopedic, Wal-Mart, West Hill Development, and Meijer.

Risks to Bondholders

The Commission expects to make the lease rental payments from Tax Increment. There are certain risks associated with Tax Increment; however, to the extent that the Tax Increment is insufficient, the

(Continued on next page)

Risks to Bondholders (Cont'd)

Commission is required to levy the Special Tax. A firm estimate of the Tax Increment should be available by the time of the decision to levy the Special Tax for the next lease rental payment. If the Tax Increment is insufficient, the Commission may not be able to impose an additional Special Tax levy until the following budget year which may cause a timing delay as receipt of the Special Benefits Tax may occur after the lease rental payment is due. The Reserve Fund established pursuant to the Trust Indenture helps to mitigate this timing risk, but does not eliminate it. Should this shortfall occur, the Commission is permitted to use other legally available funds to make the lease rental payments.

(1) *Risks Associated with Lease Rental Payments*: Prospective investors in the Bonds should be aware that there are risk factors associated with the Bonds:

The principal of and interest on the Bonds are payable only from Lease Rentals 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 Bonds except monies collected from Lease Rentals and funds held under the Trust Indenture.

a. The Commission is legally permitted to pay Lease Rentals only for portions of the Leased Premises which are complete and ready for use and occupancy. If, for any reason, the Leased Premises are damaged or destroyed and unavailable for use, the Commission would no longer be able to pay Lease Rentals. However, the Commission is required by the Lease to maintain property damage insurance in an amount not less than One Million Dollars ($1,000,000). In addition, the proceeds of any property and/or casualty insurance claim for the Project would be used to retire obligations issued to finance the Project. The Authority and the Commission also have the ability to amend the Lease to substitute other existing infrastructure improvements for the Leased Premises of equivalent value in order to maintain the ability of the Commission to continue to pay Lease Rentals.

(2) *General Risks:*

a. While the Special Tax is pledged to the payment of the Lease Rentals, the Commission intends to pay the Lease Rentals from other legally available revenues, including Tax Increment collected in the Consolidated Area. The other legally available revenues are not pledged to the payment of Lease Rentals, and there can be no assurance that in the future they will not be pledged to another obligation, or that they will be available to pay the Lease Rentals.

(3) *Risks Associated with the Special Tax*: There are risk factors associated with the Special 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 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 Debt Service Reserve Fund (the "Reserve Fund") established pursuant to the Trust Indenture helps to mitigate this timing risk, but does not eliminate it completely.

b. *Circuit Breaker Tax Credit*. If applicable, the Circuit Breaker Tax Credit results in a reduction

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Risks to Bondholders (Cont'd)

b. 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. For additional information, see "Procedures for Property Assessment, Tax Levy and Collection" and "Circuit Breaker Tax Credit" in the Preliminary Official Statement dated November 7, 2018.

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

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

(4) *Risks Associated with Tax Increment*: The Commission expects to make the lease rental payments from the TIF Revenues. There are certain risks associated with TIF Revenues as outlined below:

a. *General Risks Related to Tax Increment Collection include:* (i) destruction of property in the Allocation Area caused by natural disaster; (ii) delinquent taxes or adjustments of or appeals on assessments by property owners in the Allocation Area; (iii) a decrease in the assessed value of properties in the Allocation Area due to increases in depreciation, obsolescence, legislative changes affecting the assessment, or other factors by the assessor; (iv) acquisition of property in the Allocation Area by a tax-exempt entity; (v) removal or demolition of real property improvements by property owners in the Allocation Area; (vi) delayed billing, collection, or distribution of Tax Increment by the county auditor; (vii) a decrease in property tax rates; (viii) the General Assembly, the courts, 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, 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 the Tax

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Risks to Bondholders (Cont'd)

a. Increment. Any such changes could cause the Tax Increment to fall below the levels set forth in the estimates shown in this Report.

b. *Reduction of Tax Rates or Tax Collection Rates.* The Tax Increment estimates assume that the property tax rates will remain at approximately the same level throughout the term of the 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 Allocation Area could reduce the rates of taxation by the taxing bodies levying taxes upon property with the Allocation 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 Allocation Area.

c. *Designated Personal Property*: Estimates of the Tax Increment derived from designated personal property in the Allocation Area are based upon assessment information provided by the designated taxpayer(s) and/or the county Auditor's office. Assessments of depreciable personal property are self-reported on an annual basis by the designated taxpayer. The assessed value of the designated depreciable personal property located in the Allocation Area may change materially due to changes in the reported acquisition cost, in-service date, depreciation pooling schedule utilized by the designated taxpayer, or due to the retirement or removal of all or a portion of the designated depreciable personal property. These changes may adversely affect the Tax Increment estimated in this Report.

d. *Local Income Tax.* Eligible uses for LIT taxes include credits against property taxes, and this use provides for a reduction in effective tax rates for property taxpayers resulting in a reduction in the amount of Tax Increment received by the Commission. If there is an adjustment in the property tax relief LIT, then the change could have an impact on the amount of Tax Increment generated in the Allocation Area.

e. *Circuit Breaker Tax Credit.* The Circuit Breaker Tax Credit provides different levels of tax caps for various classes of property taxpayers. (See "Circuit Breaker Tax Credit" herein.) The Tax Increment is estimated to be reduced by the Circuit Breaker Tax Credit as shown in this Official Statement. 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 property taxpayers' tax bills.

f. *Reassessment and trending.* Property values change periodically due to reassessment and training. The DLGF is required by law to annually neutralize the effect of a reassessment on property within tax increment allocation areas, including the Allocation 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.

g. *Delayed Tax Distribution*. In the event of delayed billing, collection or distribution by the County Auditor of ad valorem property taxes levied in the District, sufficient funds may not be available to the Authority in time to pay the Lease Rentals when due. This risk is inherent in all property tax-supported obligations.

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Risks to Bondholders (Cont'd)

(5) *Adverse Legislative Action*: It is possible that legislation enacted after the date of the Bonds or proposed for consideration will have an adverse effect on payment or timing of payment or other matters impacting the Bonds. Refer to the "Legislative Proposals" section in the Preliminary Official Statement dated November 7, 2018.

The availability of a Reserve Fund should help alleviate the timing risk caused by incorrect estimates of the Tax Increment at budget time compared to deficiencies in actual Tax Increment collections in the subsequent year. The Reserve Fund should serve to ensure the timely payment of principal and interest on the Bonds during such time before the Special Benefits Tax can be levied and collected.

Estimated Project Costs and Funding - Page B-11

This schedule presents estimated project costs and funding. The proceeds of the sale of the Bonds will be applied to the Project, a debt service reserve, and bond issuance expenses.

Preliminary Amortization of $5,605,000* Principal Amount of Lease Rental Revenue Bonds, Series 2018 - Page B-12

The amortization of the $5,605,000* of Lease Rental Revenue Bonds, Series 2018 is presented in this schedule. The Bonds, which will be dated as of the date of issuance (anticipated to be dated December 5, 2018), mature over a period of approximately 24 years and 2 months, with the final bonds due February 1, 2043. The amortization schedule of the Bonds is based on estimated interest rates. Actual interest rates will be determined through a competitive sale.

Estimated Annual Lease Rental Payments - Page B-13

This schedule shows the estimated annual and semiannual lease rental payments for the Bonds. The Lease provides for maximum Lease Rental payments of $800,000 annually for the Bonds, payable in equal semiannual installments due on January 15 and July 15 of each year beginning July 15, 2019. The term of the Lease is not to exceed 25 years. The Lease Rental amounts will be reduced to the annual principal and interest payment due in each twelve month period ending February 1 rounded upward to the next $1,000 plus $5,000 for payment of fiscal agency charges, payable in equal semiannual installments. The Lease Rental schedule is based on the amortization schedule on B-12.

Comparison of Estimated Area TIF Revenues and Obligations - Page B-14

This schedule shows the comparison of the estimated annual TIF Revenues generated from the Allocation Area with the annual Lease Rental payments due on the Bonds and the Commission's outstanding obligations. The estimated Tax Increment is anticipated to provide annual coverage ranging from 197% to 220%.

Estimated Annual Combined Tax Increment – Page B-15

This schedule shows the combined estimated Tax Increment for the Northern EDA and Eastern EDA that will be available to pay the lease rentals due on the Bonds.

*Preliminary, subject to change.

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GENERAL COMMENTS

Estimated Annual Real Property Tax Increment – Warsaw City – Plain Township – Page B-16

This schedule shows the estimated annual real property Tax Increment from the Warsaw City – Plain Township taxing district in the Northern EDA. For taxes payable year 2018, the estimated annual Tax Increment is $2,037,930. The estimated annual Tax Increment is expected to increase to $2,225,090 by taxes year payable 2029 due to the expiration of existing real property tax abatements.

Estimated Annual Real Property Tax Increment – Warsaw City – Prairie Township – Page B-17

This schedule shows the estimated annual real property Tax Increment from the Warsaw City – Prairie Township taxing district in the Northern EDA. For taxes payable year 2018, the estimated annual Tax Increment is $780.

Estimated Annual Personal Property Tax Increment – Warsaw Orthopedic/Medtronic – Page B-18

This schedule shows the estimated annual personal property Tax Increment from Warsaw Orthopedic/Medtronic. For taxes payable year 2018, the estimated annual Tax Increment is $226,790.

Estimated Annual Personal Property Tax Increment – Winona PVD – Page B-19

This schedule shows the estimated annual personal property Tax Increment from Winona PVD. For taxes payable year 2018, the estimated annual Tax Increment is $312,040.

Estimated Annual Tax Increment –Page B-20

This schedule shows the estimated annual real property Tax Increment from the Eastern EDA. For taxes payable year 2018, the estimated annual Tax Increment is $368,820.

Historical Tax Increment Collections - Page B-21

This schedule shows the Historical Tax Increment distributions from the Northern EDA and Eastern EDA from 2010 to 2017.

WARSAW REDEVELOPMENT AUTHORITY

ESTIMATED PROJECT COSTS AND FUNDING

Estimated Project Costs:*

Net proceeds available for the Project	$6,800,000.00
Allowance for Debt service reserve	581,077.50
Allowance for Underwriter's discount	56,050.00
Allowance for Issuance costs and contingencies	167,872.50
Total Estimated Project Costs	$7,605,000.00

Estimated Project Funding:*

Proposed Redevelopment Authority Lease Rental Revenue Bonds, Series 2018	$5,605,000.00
Other Funds on Hand	2,000,000.00
Total Estimated Project Funding	$7,605,000.00

*Preliminary, subject to change.

(Subject to the comments in the attached Report dated November 7, 2018 of Umbaugh.)

WARSAW REDEVELOPMENT AUTHORITY

PRELIMINARY AMORTIZATION OF $5,605,000* PRINCIPAL AMOUNT OF LEASE RENTAL REVENUE BONDS, SERIES 2018
Bonds dated December 5, 2018

Payment Date	Principal Outstanding*	Principal*	Estimated Interest Rate	Estimated Interest	Estimated Total Debt Service	Estimated Fiscal Year Debt Service
08/01/19	$5,605,000	$5,000	1.90%	$124,154.03	$129,154.03	
02/01/20	5,600,000	5,000	2.05%	94,646.25	99,646.25	$228,800.28
08/01/20	5,595,000	75,000	2.05%	94,595.00	169,595.00	
02/01/21	5,520,000	75,000	2.20%	93,826.25	168,826.25	338,421.25
08/01/21	5,445,000	80,000	2.20%	93,001.25	173,001.25	
02/01/22	5,365,000	80,000	2.30%	92,121.25	172,121.25	345,122.50
08/01/22	5,285,000	85,000	2.30%	91,201.25	176,201.25	
02/01/23	5,200,000	90,000	2.45%	90,223.75	180,223.75	356,425.00
08/01/23	5,110,000	95,000	2.45%	89,121.25	184,121.25	
02/01/24	5,015,000	95,000	2.55%	87,957.50	182,957.50	367,078.75
08/01/24	4,920,000	100,000	2.55%	86,746.25	186,746.25	
02/01/25	4,820,000	105,000	2.70%	85,471.25	190,471.25	377,217.50
08/01/25	4,715,000	105,000	2.70%	84,053.75	189,053.75	
02/01/26	4,610,000	105,000	2.85%	82,636.25	187,636.25	376,690.00
08/01/26	4,505,000	115,000	2.85%	81,140.00	196,140.00	
02/01/27	4,390,000	115,000	3.00%	79,501.25	194,501.25	390,641.25
08/01/27	4,275,000	115,000	3.00%	77,776.25	192,776.25	
02/01/28	4,160,000	120,000	3.10%	76,051.25	196,051.25	388,827.50
08/01/28	4,040,000	215,000	3.10%	74,191.25	289,191.25	
02/01/29	3,825,000	220,000	3.20%	70,858.75	290,858.75	580,050.00
08/01/29	3,605,000	225,000	3.20%	67,338.75	292,338.75	
02/01/30	3,380,000	225,000	3.30%	63,738.75	288,738.75	581,077.50
08/01/30	3,155,000	165,000	3.30%	60,026.25	225,026.25	
02/01/31	2,990,000	170,000	3.40%	57,303.75	227,303.75	452,330.00
08/01/31	2,820,000	170,000	3.40%	54,413.75	224,413.75	
02/01/32	2,650,000	175,000	3.50%	51,523.75	226,523.75	450,937.50
08/01/32	2,475,000	180,000	3.50%	48,461.25	228,461.25	
02/01/33	2,295,000	180,000	3.60%	45,311.25	225,311.25	453,772.50
08/01/33	2,115,000	120,000	3.60%	42,071.25	162,071.25	
02/01/34	1,995,000	120,000	3.70%	39,911.25	159,911.25	321,982.50
08/01/34	1,875,000	125,000	3.70%	37,691.25	162,691.25	
02/01/35	1,750,000	125,000	3.80%	35,378.75	160,378.75	323,070.00
08/01/35	1,625,000	130,000	3.80%	33,003.75	163,003.75	
02/01/36	1,495,000	130,000	3.90%	30,533.75	160,533.75	323,537.50
08/01/36	1,365,000	135,000	3.90%	27,998.75	162,998.75	
02/01/37	1,230,000	135,000	4.00%	25,366.25	160,366.25	323,365.00
08/01/37	1,095,000	140,000	4.00%	22,666.25	162,666.25	
02/01/38	955,000	140,000	4.05%	19,866.25	159,866.25	322,532.50
08/01/38	815,000	75,000	4.05%	17,031.25	92,031.25	
02/01/39	740,000	75,000	4.10%	15,512.50	90,512.50	182,543.75
08/01/39	665,000	75,000	4.10%	13,975.00	88,975.00	
02/01/40	590,000	80,000	4.15%	12,437.50	92,437.50	181,412.50
08/01/40	510,000	80,000	4.15%	10,777.50	90,777.50	
02/01/41	430,000	85,000	4.20%	9,117.50	94,117.50	184,895.00
08/01/41	345,000	85,000	4.20%	7,332.50	92,332.50	
02/01/42	260,000	85,000	4.25%	5,547.50	90,547.50	182,880.00
08/01/42	175,000	85,000	4.25%	3,741.25	88,741.25	
02/01/43	90,000	90,000	4.30%	1,935.00	91,935.00	180,676.25
Totals		$5,605,000		$2,609,286.53	$8,214,286.53	$8,214,286.53

*Preliminary, subject to change.

(Subject to the comments in the attached Report
dated November 7, 2018 of Umbaugh.)

WARSAW REDEVELOPMENT AUTHORITY

ESTIMATED ANNUAL LEASE RENTAL PAYMENTS

Lease Payment Date	Estimated Lease Rentals	
	Annual	Semiannual
07/15/19		$117,000
01/15/20	$234,000	117,000
07/15/20		172,000
01/15/21	344,000	172,000
07/15/21		175,500
01/15/22	351,000	175,500
07/15/22		181,000
01/15/23	362,000	181,000
07/15/23		186,500
01/15/24	373,000	186,500
07/15/24		191,500
01/15/25	383,000	191,500
07/15/25		191,000
01/15/26	382,000	191,000
07/15/26		198,000
01/15/27	396,000	198,000
07/15/27		197,000
01/15/28	394,000	197,000
07/15/28		293,000
01/15/29	586,000	293,000
07/15/29		293,500
01/15/30	587,000	293,500
07/15/30		229,000
01/15/31	458,000	229,000
07/15/31		228,000
01/15/32	456,000	228,000
07/15/32		229,500
01/15/33	459,000	229,500
07/15/33		163,500
01/15/34	327,000	163,500
07/15/34		164,500
01/15/35	329,000	164,500
07/15/35		164,500
01/15/36	329,000	164,500
07/15/36		164,500
01/15/37	329,000	164,500
07/15/37		164,000
01/15/38	328,000	164,000
07/15/38		94,000
01/15/39	188,000	94,000
07/15/39		93,500
01/15/40	187,000	93,500
07/15/40		95,000
01/15/41	190,000	95,000
07/15/41		94,000
01/15/42	188,000	94,000
07/15/42		93,000
01/15/43	186,000	93,000
Totals	$8,346,000	$8,346,000

(Subject to the comments in the attached Report
dated November 7, 2018 of Umbaugh.)

WARSAW REDEVELOPMENT AUTHORITY

COMPARISON OF ESTIMATED AREA TIF REVENUES AND OBLIGATIONS

Taxes	Estimated Tax Increment			Obligations									
Year Payable	Northern EDA (1)	Eastern EDA (1)	Total	2000 Bonds Debt Service (2)	2012 Bonds Debt Service (3)	2013 Bonds Debt Service (4)	2013A Bonds Debt Service (5)	2015 Bonds Debt Service (6)	Other (7)	2018 Bonds Lease Rentals (8)	Total	Area TIF Remaining	Coverage
2018	$2,577,540	$368,820	$2,946,360	$224,000	$115,566	$281,829	$123,585	$111,725	$600,000		$1,456,704	$1,489,656	202%
2019	2,698,910	409,110	3,108,020	228,000	123,113	277,681	115,780	103,725	600,000	$234,000	1,682,299	1,425,721	185%
2020	2,643,600	409,110	3,052,710		120,213	282,925	108,100	56,425	600,000	344,000	1,511,663	1,541,048	202%
2021	2,653,360	409,110	3,062,470		117,313	277,453	115,000	55,425	600,000	351,000	1,516,190	1,546,280	202%
2022	2,679,660	409,110	3,088,770		124,322	281,360	111,500	54,425	600,000	362,000	1,533,607	1,555,163	201%
2023	2,694,930	409,110	3,104,040		120,722	279,489	112,563	53,425	600,000	373,000	1,539,198	1,564,842	202%
2024	2,710,200	409,110	3,119,310		117,009	281,075	113,456	52,425	600,000	383,000	1,546,966	1,572,344	202%
2025	2,725,470	409,110	3,134,580		123,194	281,918	108,944	56,213	600,000	382,000	1,552,268	1,582,313	202%
2026	2,740,740	409,110	3,149,850		119,069	282,390	109,250	54,863	600,000	396,000	1,561,571	1,588,279	202%
2027	2,746,250	409,110	3,155,360		124,453	277,493	114,125	53,513	600,000	394,000	1,563,583	1,591,777	202%
2028	2,758,550	409,110	3,167,660		119,366			264,800	600,000	586,000	1,570,166	1,597,494	202%
2029	2,764,070	409,110	3,173,180		124,163			263,663	600,000	587,000	1,574,825	1,598,355	201%
2030	496,190	409,110	905,300							458,000	458,000	447,300	198%
2031	496,190	409,110	905,300							456,000	456,000	449,300	199%
2032	496,190	409,110	905,300							459,000	459,000	446,300	197%
2033	237,940	409,110	647,050							327,000	327,000	320,050	198%
2034	237,940	409,110	647,050							329,000	329,000	318,050	197%
2035	237,940	409,110	647,050							329,000	329,000	318,050	197%
2036	237,940	409,110	647,050							329,000	329,000	318,050	197%
2037	237,940	409,110	647,050							328,000	328,000	319,050	197%
2038		409,110	409,110							188,000	188,000	221,110	218%
2039		409,110	409,110							187,000	187,000	222,110	219%
2040		409,110	409,110							190,000	190,000	219,110	215%
2041		409,110	409,110							188,000	188,000	221,110	218%
2042		409,110	409,110							186,000	186,000	223,110	220%
Totals	$35,071,550	$10,187,460	$45,259,010	$452,000	$1,448,500	$2,803,611	$1,132,303	$1,180,625	$7,200,000	$8,346,000	$22,563,039	$22,695,971	

(1) See page B-15.
(2) Tax Increment revenues specific to an orthopedic hardware manufacturing facility owned by Medtronic, Inc., also known as Warsaw Orthopedic, Inc., have been pledged to the Taxable Economic Development Revenue Bonds of 2000.
(3) Tax Increment revenues specific to Warsaw Commons and also as needed Area TIF have been pledged to the Redevelopment District Tax Increment Revenues Bonds, Series 2012.
(4) Tax Increment revenues specific to the 2013 Project are anticipated to pay debt service on the Redevelopment District Taxable Tax Increment Special Taxing District Bonds, Series 2013.
(5) Tax Increment revenues specific to the 2013A Project are anticipated to pay debt service on the Redevelopment District Taxable Tax Increment Special Taxing District Bonds, Series 2013A.
(6) Tax Increment revenues specific to the Winona PVD Coatings, LLC are anticipated to pay debt service on the Taxable Tax Increment Special Taxing District Bonds, Series 2015.
(7) Net revenues of the Warsaw Municipal Sewage Works have been pledged to the Building Corporation Lease Rental Refunding Revenue Bonds, Series 2015. However, the City plans to use the net revenues of the Warsaw Municipal Sewage Works together with the City's distributive share of the Kosciusko County Economic Development Income Tax revenues and Area TIF. The Area TIF to be used is in an amount not to exceed $600,000 annually. Assumes the pledge of annual Area TIF is extended from 2023 through 2029.
(8) See page B-13.

(Subject to the comments in the attached Report
dated November 7, 2018 of Umbaugh.)

WARSAW REDEVELOPMENT AUTHORITY

ESTIMATED ANNUAL COMBINED TAX INCREMENT

	Northern EDA Estimated Tax Increment					Eastern EDA Estimated Tax Increment			
	Real Property		Personal Property			Real Property			
Year Payable	City of Warsaw Plain Township (1)	City of Warsaw Prairie Township (2)	Warsaw Orthopedic/ Medtronic (3)	Winona PVD (4)	Total	City of Warsaw Plain Township (5)	City of Warsaw Wayne Township (5)	Total	Total
2018	$2,037,930	$780	$226,790	$312,040	$2,577,540	$14,180	$354,640	$368,820	$2,946,360
2019	2,094,870	660	300,380	303,000	2,698,910	13,010	396,100	409,110	3,108,020
2020	2,104,620	660	300,380	237,940	2,643,600	13,010	396,100	409,110	3,052,710
2021	2,114,380	660	300,380	237,940	2,653,360	13,010	396,100	409,110	3,062,470
2022	2,140,680	660	300,380	237,940	2,679,660	13,010	396,100	409,110	3,088,770
2023	2,155,950	660	300,380	237,940	2,694,930	13,010	396,100	409,110	3,104,040
2024	2,171,220	660	300,380	237,940	2,710,200	13,010	396,100	409,110	3,119,310
2025	2,186,490	660	300,380	237,940	2,725,470	13,010	396,100	409,110	3,134,580
2026	2,201,760	660	300,380	237,940	2,740,740	13,010	396,100	409,110	3,149,850
2027	2,207,270	660	300,380	237,940	2,746,250	13,010	396,100	409,110	3,155,360
2028	2,219,570	660	300,380	237,940	2,758,550	13,010	396,100	409,110	3,167,660
2029	2,225,090 (6)	660 (6)	300,380 (6)	237,940	2,764,070	13,010	396,100	409,110	3,173,180
2030	258,250			237,940	496,190	13,010	396,100	409,110	905,300
2031	258,250			237,940	496,190	13,010	396,100	409,110	905,300
2032	258,250 (7)			237,940	496,190	13,010	396,100	409,110	905,300
2033				237,940	237,940	13,010	396,100	409,110	647,050
2034				237,940	237,940	13,010	396,100	409,110	647,050
2035				237,940	237,940	13,010	396,100	409,110	647,050
2036				237,940	237,940	13,010	396,100	409,110	647,050
2037				237,940 (8)	237,940	13,010	396,100	409,110	647,050
2038					0	13,010	396,100	409,110	409,110
2039					0	13,010	396,100	409,110	409,110
2040					0	13,010	396,100	409,110	409,110
2041					0	13,010	396,100	409,110	409,110
2042					0	13,010	396,100	409,110	409,110
Totals	$26,634,580	$8,040	$3,530,970	$4,897,960	$35,071,550	$326,420	$9,861,040	$10,187,460	$45,259,010

(1) See page B-16.
(2) See page B-17.
(3) See page B-18.
(4) See page B-19.
(5) See page B-20.
(6) Assumes the 30 year limit is reached on the original area of the Northern Economic Development Area. The Original Area expires January 1, 2028 for taxes payable 2029.
(7) Assumes the January, 2002 expansion area of the Northern Economic Development Area expires January 1, 2031 for taxes payable 2032.
(8) Assumes the April, 2011 expansion area of the Northern Economic Development Area expires January 1, 2036 for taxes payable 2037.

(Subject to the comments in the attached Report
dated November 7, 2018 of Umbaugh.)

WARSAW REDEVELOPMENT AUTHORITY

Northern Economic Development Area

ESTIMATED ANNUAL REAL PROPERTY TAX INCREMENT
Warsaw City - Plain Township

	Pay 2019 Abated Amount	Abatement Term	First Tax Year of Abatement	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Unabated Assessed Value (1)				$97,269,406	$99,071,451	$99,071,451	$99,071,451	$99,071,451	$99,071,451	$99,071,451	$99,071,451	$99,071,451	$99,071,451	$99,071,451	$99,071,451	(5) $10,846,400
Abated Assessed Value (1)																
West Hill Development LLC (2)	$1,247,571	10	2016	0	374,271	499,029	623,786	748,543	873,300	998,057	1,122,814	1,247,571	1,247,571	1,247,571	1,247,571	0
West Hill Development LLC (3)	$2,848,563	10	2017	124,429	569,713	854,569	1,139,425	1,424,281	1,709,138	1,993,994	2,278,850	2,563,706	2,563,706	2,848,563	2,848,563	0
West Hill Development LLC (4)	$2,316,930	10	2019		0	0	0	695,079	926,772	1,158,465	1,390,158	1,621,851	1,853,544	2,085,237	2,316,930	0
Net Assessed Value				97,393,835	100,015,435	100,425,048	100,834,662	101,939,354	102,580,661	103,221,967	103,863,273	104,504,580	104,736,273	105,252,822	105,484,515	10,846,400
Less: Base Assessed Value (1)				(10,033,341)	(10,263,606)	(10,263,606)	(10,263,606)	(10,263,606)	(10,263,606)	(10,263,606)	(10,263,606)	(10,263,606)	(10,263,606)	(10,263,606)	(10,263,606)	0
Estimated Incremental Assessed Value				87,360,494	89,751,829	90,161,442	90,571,056	91,675,748	92,317,055	92,958,361	93,599,667	94,240,974	94,472,667	94,989,216	95,220,909	10,846,400
Times: Net Tax Rate (6)				$2.3810	$2.3810	$2.3810	$2.3810	$2.3810	$2.3810	$2.3810	$2.3810	$2.3810	$2.3810	$2.3810	$2.3810	$2.3810
Estimated Tax Increment				2,080,050	2,136,990	2,146,740	2,156,500	2,182,800	2,198,070	2,213,340	2,228,610	2,243,880	2,249,390	2,261,690	2,267,210	258,250
Less: Estimated Circuit Breaker Credit (7)				(42,120)	(42,120)	(42,120)	(42,120)	(42,120)	(42,120)	(42,120)	(42,120)	(42,120)	(42,120)	(42,120)	(42,120)	0
Estimated Net Tax Increment				$2,037,930	$2,094,870	$2,104,620	$2,114,380	$2,140,680	$2,155,950	$2,171,220	$2,186,490	$2,201,760	$2,207,270	$2,219,570	$2,225,090	$258,250

(1) Per the Kosciusko County Auditor's Office.
(2) Per the Kosciusko County Auditor's Office, the 2019 abatement on this parcel is a modified 10-year real property abatement with the following percentages in each year beginning in pay 2016: 100%, 100%, 100%, 70%, 60%, 50%, 40%, 30%, 20%, and 10%.
(3) Per the Kosciusko County Auditor's Office, the 2019 abatement on this parcel is a modified 11-year real property abatement with the following percentages in each year beginning in pay 2017: 100%, 95%, 80%, 70%, 60%, 50%, 40%, 30%, 20%, 10% and 10%.
(4) Per the Kosciusko County Auditor's Office, the 2019 abatement on this parcel is a modified 10-year real property abatement with the following percentages in each year beginning in pay 2019: 100%, 100%, 100%, 70%, 60%, 50%, 40%, 30%, 20%, and 10%.
(5) Assumes the 30 year limit is reached on the original area of the Northern Economic Development Area. The Original Area expires March 1, 2028 for taxes payable 2029.
(6) Represents the certified pay 2018 tax rate for the Warsaw City - Plain Township taxing district of $2.4860, less the Warsaw Community School Corporation referendum rate of $0.1050.
(7) Per the 2018 Kosciusko County Abstracts. Commercial property taxes are limited to 3.0% of gross assessed value.

(Subject to the comments in the attached Report
dated November 7, 2018 of Umbaugh.)

WARSAW REDEVELOPMENT AUTHORITY

Northern Economic Development Area

ESTIMATED ANNUAL REAL PROPERTY TAX INCREMENT
Warsaw City - Prairie Township

	Taxes Payable Year (1)	
	2018	2019
Net assessed value	$38,700	$33,700
Less: Base assessed value	0	0
Incremental assessed value	38,700	33,700
Times tax rate (2)	$2.3955	$2.3955
Sub-total	930	810
Estimated circuit breaker (3)	(150)	(150)
Estimated Tax Increment	$780	$660

(1) Per the Kosciusko County Auditor's office.
(2) Represents the certified pay 2018 tax rate for the Warsaw City - Warsaw Prairie Township taxing district of $2.5005, less the referendum rate for the Warsaw Community School Corporation of $0.1050.
(3) Residential homestead property taxes are limited to 1.0% of gross assessed value, other residential property, agricultural land, and long-term care facilities property taxes are limited to 2.0% of gross assessed value, and commercial property taxes are limited to 3.0% of gross assessed value.

(Subject to the comments in the attached Report
dated November 7, 2018 of Umbaugh.)

WARSAW REDEVELOPMENT AUTHORITY

Northern Economic Development Area

ESTIMATED ANNUAL PERSONAL PROPERTY TAX INCREMENT

Warsaw Orthopedic/Medtronic

Taxes Payable Year	Estimated Assessed Value		Less: Base Assessed Value	Incremental Assessed Value	Tax Rate	Estimated Tax Increment	Less: Circuit Breaker Credit	Net Tax Increment
	(1)		(2)		(3)		(4)	
2018	$9,524,900	(2)	$0	$9,524,900	$2.3810	$226,790	$0	$226,790
2019	12,615,590		0	12,615,590	2.3810	300,380	0	300,380
2020	12,615,590		0	12,615,590	2.3810	300,380	0	300,380

(1) Based on the Kosciusko County Auditor's Office's taxes payable 2019 TIF database for taxes payable 2019 and beyond.
(2) Per the Kosciusko County Auditor's Office.
(3) Represents the certified pay 2018 tax rate for the Warsaw City - Plain Township taxing district of $2.4860, less the Warsaw Community School Corporation referendum rate of $0.1050.
(4) Commercial property taxes are limited to 3.0% of gross assessed value.

Note: Assumes pay 2019 values remain constant in future years. Does not account for depreciation on existing equipment or future equipment retirement or replacement. The actual values for future years may vary materially from the values assumed in this analysis.

(Subject to the comments in the attached Report
dated November 7, 2018 of Umbaugh.)

WARSAW REDEVELOPMENT AUTHORITY

Northern Economic Development Area

ESTIMATED ANNUAL PERSONAL PROPERTY TAX INCREMENT

Winona PVD

Taxes Payable Year	Estimated Assessed Value (1)		Less: Base Assessed Value (2)	Incremental Assessed Value	Tax Rate (3)	Estimated Tax Increment	Less: Circuit Breaker Credit (4)	Net Tax Increment
2018	$13,821,330	(2)	($715,725)	$13,105,605	$2.3810	$312,040	$0	$312,040
2019	13,441,500		(715,725)	12,725,775	$2.3810	303,000	0	303,000
2020	10,708,989	(5)	(715,725)	9,993,264	$2.3810	237,940	0	237,940

(1) Based on Winona PVD's taxes payable 2018 and 2019 Business Tangible Personal Property Forms 103 for taxes payable 2018 and 2019.
(2) Per the Kosciusko County Auditor's Office.
(3) Represents the certified pay 2018 tax rate for the Warsaw City - Plain Township taxing district of $2.4860, less the Warsaw Community School Corporation referendum rate of $0.1050.
(4) Commercial property taxes are limited to 3.0% of gross assessed value.
(5) Assumes the equipment hits the 30% floor in pay 2020 and remains at the 30% floor thereafter.

(Subject to the comments in the attached Report
dated November 7, 2018 of Umbaugh.)

WARSAW REDEVELOPMENT AUTHORITY

Eastern Economic Development Area

ESTIMATED ANNUAL TAX INCREMENT

	Taxes Payable Year	
	2018	2019
Warsaw City - Plain Township		
Incremental assessed value (1)	$595,384	$546,379
Times net tax rate (2)	2.3810	2.3810
Sub-total	14,180	13,010
Estimated Circuit Breaker Tax Credit	(0)	(0)
Estimated Net Tax Increment	$14,180	$13,010
Warsaw City - Wayne Township		
Incremental assessed value (1)	$14,805,715	$16,534,170
Times net tax rate (3)	2.3986	2.3986
Sub-total	355,130	396,590
Estimated Circuit Breaker Tax Credit	(490)	(490)
Estimated Net Tax Increment	$354,640	$396,100
Total Estimated Net Tax Increment	**$368,820**	**$409,110**

(1) Per the Kosciusko County abstract. Does not account for any abatement roll-off or future growth.
(2) Represents the certified pay 2018 tax rate for the Warsaw City - Warsaw Plain Township taxing district of $2.4860, less the referendum rate for the Warsaw Community School Corporation of $0.1050.
(3) Represents the certified pay 2018 tax rate for the Warsaw City - Warsaw Wayne Township taxing district of $2.5036, less the referendum rate for the Warsaw Community School Corporation of $0.1050.

Note: Assumes the Area expires following pay 2042.

(Subject to the comments in the attached Report dated November 7, 2018 of Umbaugh.)

WARSAW REDEVELOPMENT AUTHORITY

HISTORICAL TAX INCREMENT COLLECTIONS

	Tax Increment Collections (1)	
Taxes Payable Year	Northern Economic Development Area	Eastern Economic Development Area
2010	$1,674,524	
2011	1,645,848	
2012	1,681,525	
2013	1,907,220	$0 (2)
2014	2,787,223	175,618
2015	3,352,152	223,441
2016	3,067,383	244,236
2017	2,969,718	362,854

(1) Per the Kosciusko County Auditor's Office.
(2) 2013 represents the base year for the Area. The first year of collections was 2014.

(Subject to the comments in the attached Report dated November 7, 2018 of Umbaugh.)

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

THE FOLLOWING IS A SUMMARY OF CERTAIN PROVISIONS CONTAINED IN THE INDENTURE. THIS SUMMARY DOES NOT PURPORT TO BE A COMPREHENSIVE DESCRIPTION AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE INDENTURE. CAPITALIZED TERMS NOT DEFINED IN THIS SUMMARY WILL HAVE THE MEANINGS SET FORTH ELSEWHERE IN THIS OFFICIAL STATEMENT.

CREATION OF FUNDS AND ACCOUNTS

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

(i) 2018 Warsaw Redevelopment Authority Construction Fund (the "Construction Fund");

(ii) 2018 Warsaw Redevelopment Authority Sinking Fund (the "Sinking Fund");

(iii) 2018 Warsaw Redevelopment Authority Debt Service Reserve Fund (the "Debt Service Reserve Fund");

(iv) 2018 Warsaw Redevelopment Authority Rebate Fund (the "Rebate Fund"); and

(v) 2018 Warsaw Redevelopment Authority Operation Fund (the "Operation Fund").

OPERATION OF FUNDS AND ACCOUNTS

Construction Fund. All Bond proceeds not required to be otherwise spent or deposited in the Sinking Fund or the Debt Service Reserve Fund will be deposited in the Construction Fund. The Trustee must apply the Construction Fund to the costs of the acquisition and construction of the Project: (i) obligations incurred for labor and to contractors, builders and materialmen in connection with the Project; (ii) the cost of acquiring Real Estate; (iii) interest accruing on the Bonds during the period of construction to the extent that funds in the Sinking Fund are insufficient; (iv) the cost of equipment for the Project; (v) the cost of all indemnity and surety bonds required by the Indenture, the fees and expenses of the Trustee and any Paying Agent during construction, and premiums on insurance during construction; (vi) expenses and fees of architects, engineers and construction managers; (vii) all costs and expenses incurred in connection with the issuance and sale of the Bonds; (viii) all other incidental costs incurred in connection with the cost of the Project; and (ix) any amount required to be deposited in the Rebate Fund.

The Authority will furnish the Trustee with an Affidavit of Completion to inform the Trustee that all Leased Premises are acquired, complete and ready for use. One year after the filing of the Affidavit of Completion, the Trustee will hold 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 Fund, and shall transfer unobligated balance of the Construction Fund, if any, to the Sinking Fund. Any balance remaining in the Construction Fund after payment of all disputed claims will be transferred to the Sinking Fund within 10 days after the last payment of such obligations.

Sinking Fund. The Trustee will deposit into the Sinking Fund from each rental payment received by the Trustee pursuant to the Lease an amount equal to the lesser of the following: (i) all of such rental payment; or (ii) an amount which equals the sum of the principal and interest on the Bonds due on, before or within 20 days after the date such rental payment becomes due. Any amounts contained in the Sinking Fund on a Lease rental payment date shall be credited against the rental amount then due from the Commission under the Lease. Any portion of a rental payment remaining after such deposit will be deposited by the Trustee first in the Debt Service Reserve Fund to restore any deficiency in that fund, and then in the Operation Fund created under the Indenture. The Trustee will from time to time withdraw from the Sinking Fund and will deposit in a special trust fund and make available to itself, as Trustee, or to any Paying Agent, sufficient moneys for paying the principal of the Bonds at maturity and to pay the interest on the Bonds as the same falls due. Investment earnings may be used for deposits in the Rebate Fund at the written direction of the Authority.

Debt Service Reserve Fund. The Indenture establishes a fund known as the "2018 Warsaw Redevelopment Authority Debt Service Reserve Fund" (the "Debt Service Reserve Fund"). The Trustee shall deposit in the Debt Service Reserve Fund an amount equal to the Debt Service Reserve Requirement at the time of delivery of the Bonds. The "Debt Service Reserve Requirement" means an amount equal to the maximum annual debt service on the Bonds, as calculated as of the date of issuance of the Bonds. The Trustee shall maintain the Debt Service Reserve Fund and shall disburse the funds held in the Debt Service Reserve Fund solely for the payment of interest on and principal of the Bonds, and only if moneys in the Sinking Fund are insufficient to pay principal of and interest on the Bonds after making all the transfers thereto required to be made from the Operation Fund. In the event that moneys in the Debt Service Reserve Fund are transferred to the Sinking Fund to pay the principal of and interest on the outstanding Bonds, the Debt Service Reserve Fund may be replenished to the Debt Service Reserve Requirement first from amounts on deposit in the Operation Fund and then from rental payments made under the Lease. In the event monies in the Debt Service Reserve Fund exceed the Debt Service Reserve Requirement when the amounts in the Debt Service Reserve Fund are valued, such excess moneys shall, without further direction of the Authority, be transferred to the Sinking Fund. Notwithstanding the foregoing, the Authority may satisfy its obligation to maintain an amount in the Debt Service Reserve Fund at least equal to the Debt Service Reserve Requirement by depositing a Credit Facility in the Debt Service Reserve Fund. If such deposit causes the balance in the Debt Service Reserve Fund to equal the Debt Service Reserve Requirement, moneys in the Debt Service Reserve Fund in the excess of the Debt Service Reserve Requirement, when amounts in the Debt Service Reserve Fund are valued, shall be transferred to the Sinking Fund.

Rebate Fund. If, in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, the Authority is required to rebate portions of investment earnings to the United States government the Authority will compute the amount required to be so rebated. At the written direction of the Authority, the Trustee will deposit such amount annually into the Rebate Fund from the Operation Fund, or investment earnings on the Sinking Fund. The Trustee will pay required rebates from the Rebate Fund as directed in writing by the Authority.

Operation Fund. The Operation Fund will be used only to pay necessary and incidental expenses of the Authority (e.g. Trustee's fees, required audits, attorney's fees, appraisals, meetings, reports and deposits into the Rebate Fund), the payment of any rebate to the United States government, the payment of principal of and interest on the Bonds upon redemption or the purchase price of Bonds purchased, 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 Fund to the Sinking Fund in an amount sufficient to raise the amount in the Sinking Fund to the required amount. Incidental expenses will be paid by the Trustee upon the presentation of an affidavit of the Authority (or such individuals as are designed in writing by the Authority to the Trustee) stating the character of the expenditure, the amount thereof and to whom due, together with the statement of the creditor as to the amount owing, except for the payment of Trustee's fees which require no affidavit from the Authority.

Investment of Funds. All funds will be invested by the Trustee in any one or more of the following types of investments ("Qualified Investments"):

(i) direct obligations of the United States of America or obligations the payment of the principal of and interest on which are unconditionally guaranteed by the United States of America, including, but not limited to, securities evidencing ownership interests in such obligations or in specified portions thereof (which may consist of specific portions of the principal of or interest on such obligations) and (b) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) are unconditionally guaranteed or insured by the United States of America, or (ii) are provided for by an irrevocable deposit of securities described in clause (i) and are not subject to call or redemption by the issuer thereof prior to maturity or for which irrevocable instructions to redeem have been given ("Government Obligations").

(ii) money market funds, which may be funds of the Trustee, the assets of which are obligations of or guaranteed by the United States of America and which funds are rated at the time of purchase "Am" or "Am-G" or higher by Standards & Poor's Ratings Service, Inc. and "Aaa" by Moody's Investors Service, Inc.;

(iii) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: Export-Import Bank, Farmers Home Administration, Federal Financing Bank, Federal Housing Administration, Government National Mortgage Association, Maritime Administration, Public Housing Authorities, Banks for Cooperatives and Farm Credit Banks;

(iv) certificates of deposit, savings accounts, deposit accounts or depository receipts of a bank, savings and loan associations and mutual savings banks, including the Trustee, each fully insured by the Federal Deposit Insurance Corporation;

(v) bankers' acceptances or certificates of deposit of commercial banks or savings and loan associations, including the Trustee, which mature not more than one year after the date of purchase; provided the banks or savings and loan associations (as opposed to their holding companies) are rated for unsecured debt at the time of purchase of the investments in the single highest full classification established by Moody's Investors Service, Inc. and Standard & Poor's Ratings Service, Inc.;

(vi) commercial paper rated at the time of purchase in the single highest full classification by Moody's Investors Service and Standard & Poor's Ratings Group and which matures not more than 270 days after the date of purchase;

(vii) investment agreements fully and properly secured at all times by collateral security described in (i), (iii) or (iv) above;

(viii) repurchase agreements with any bank or trust company organized under the laws of any state of the Unites States of America or any national banking association (including the Trustee) or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities described in clauses (1), (3) or (4) above; provided, underlying securities are required by the repurchase agreement to be continuously maintained at a market value not less than the amount so invested; and

(ix) shares of an investment company, organized under the Investment Company Act of 1940, as amended, which invests its assets solely in the obligations described in (1) and (8) above, which would be regarded by prudent businessmen as a safe investment (the fact that the Trustee, any affiliate of the Trustee is providing services to and receiving remuneration from the foregoing investment company or trust as investment advisor, custodian, transfer agent, registrar or otherwise shall not preclude the Trustee from investing in the securities of such investment company or investment trust).

All funds will be invested by the Trustee as directed by the Authority in writing in such Qualified Investments. The Trustee will allocate interest earnings to the Operation Fund, except as otherwise provided in the Indenture.

Funds invested for the Sinking Fund and Rebate Fund will mature prior to the time the funds invested will be needed for payment of principal of and interest on the Bonds or rebate to the United States government. The Trustee is authorized to sell any securities so acquired from time to time in order to make required payments from a particular fund or account.

Redemption of Bonds. Whenever the amounts contained in the Sinking Fund, the Debt Service Reserve Fund and Operation Fund are sufficient, together with any other funds deposited with the Trustee by the Authority (other than amounts deposited into the Rebate Fund), to redeem, upon the next redemption date, all Bonds then outstanding, the Trustee will apply the amounts in such funds to the redemption of the Bonds pursuant to the terms of the Indenture.

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

ADDITIONAL BONDS

Additional bonds ("Additional Bonds") may be issued on a parity with the Bonds and any other bonds then outstanding to finance or refinance any of the Project or to refund any of the Bonds. Upon the execution and delivery of an appropriate supplement to the Indenture, the Authority will execute and deliver to the Trustee and the Trustee will authenticate such Additional Bonds and deliver them as may be directed by the Authority. Prior to the delivery of any Additional Bonds, there must be filed with the Trustee:

(1) a copy, certified by the Secretary-Treasurer after Authority, of an amendment to the Lease, or a new lease agreement, between the Authority and the Commission, which requires the Commission to pay to the Authority fixed annual rentals in an amount sufficient to pay the principal of and interest on such Additional Bonds;

(2) an executed counterpart of such supplemental indenture, adding to the Trust Estate all rights, titles and interests of the Authority under such amendment to the Lease or such new lease agreement;

(3) a report or a certificate prepared by an independent certified public account or an independent financial advisor selected by the Authority supported by appropriate calculations, stating that the Additional Bonds can be amortized, along with the Bonds, from lease rental payments pursuant to the Lease;

(4) a copy, certified by the secretary-treasurer of the Authority, of the resolution, adopted by the Board of Directors of the Authority, authorizing the execution and delivery of such supplemental indenture and such Additional Bonds;

(5) a request and authorization to the registrar for the Bonds by an officer of the Authority to authenticate and deliver such Additional Bonds to the purchasers therein identified upon payment to the Trustee of the purchase price thereof plus accrued interest thereon to the date of delivery, as specified in such request and authorization; and

(6) an opinion of recognized bond counsel to the effect that the issuance and sale of such Additional Bonds will not result in interest on the Bonds and any outstanding, tax-exempt Additional Bonds becoming includable in the gross income of the owners thereof for federal income tax purposes.

COVENANTS OF AUTHORITY

In the Indenture, the Authority makes certain covenants to the Trustee for the benefit of registered owners of the Bonds, including the following.

Observance of Provisions Contained in and Payment of Bonds. The Authority covenants and agrees that it will faithfully observe any and all covenants, undertakings, stipulations and provisions contained in the Indenture and each and every Bond, and will duly and punctually pay or cause to be paid the principal of said Bonds and the interest thereon, at the times and places, and in the manner, mentioned in the Bonds; provided however, that the obligations of the

Authority under the Indenture and the Bonds are special and limited obligations of the Authority, payable solely from and secured exclusively by the Trust Estate.

Payment of Taxes on Project; Payment of Taxes by Trustee. The Authority covenants that by the Lease it has required the Commission to pay the amount of all taxes and assessments levied against the Leased Premises or the receipt of rental payments under the Lease. If the Commission should at any time fail to pay any tax, assessment or other charge for which it is responsible under the Lease, the Trustee may, without obligation to inquire into the validity thereof, pay such tax, assessment, or other charge, but without prejudice to the rights of the Trustee arising under the Indenture in consequence of such default, and the amount of every payment so made at any time by the Trustee, with interest thereon at the highest rate of interest of any of the Bonds when sold, whether or not then outstanding, from the date of payment, will constitute an additional indebtedness of the Authority secured by the lien of the Indenture, prior or paramount to the lien hereunder of any of the Bonds and the interest thereon.

Corporate Existence; Compliance with Laws. The Authority covenants that it will maintain its existence; that it will not do or suffer to be done anything whereby its existence or its right to hold the Leased Premises might in any way be questioned. The Authority also covenants that it will faithfully observe and comply with the terms of all applicable laws and ordinances of the State of Indiana and any political or municipal subdivision thereof, relative to the Leased Premises.

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. All books, documents and vouchers relating to the properties, business and affairs of the Authority will at all times be open to the inspection of such accountants or other agents as the Trustee may from time to time designate.

Maintenance of Leased Premises. The Authority covenants that it will maintain the Leased Premises or caused the Leased Premises to be maintained in good working conditions for the uses for which the Leased Premises are intended, and will not dispose of the Leased Premises except as permitted by the Indenture and the Lease.

Incurring Indebtedness. The Authority covenants that it will not incur any indebtedness other than the Bonds except (i) Additional Bonds as permitted by the Indenture, (ii) indebtedness payable from the Trust Estate and subordinate to the rights of the Trustee under the Indenture, or (iii) indebtedness payable from income of the Authority from some source other than the Trust Estate.

Use of Proceeds of Bonds. The Authority covenants that the proceeds of the Bonds held in the Construction Fund will be used only for the purposes of providing funds for the payment of:

> (First) The cost of issuing the Bonds and the cost of acquisition or construction of the Leased Premises, in accordance with the terms of the Indenture;

(Second) Any balance in excess of 150% of the amount of any disputed claims of contractors and work to be repaired remaining after completion of the Project may be obligated within a period of 1 year thereafter;

(Third) Any balance in excess of 150% of the amount of disputed claims of construction and work to be repaired remaining unobligated after 1 year from the filing of the Affidavit of Completion will be transferred to the Sinking Fund; and

(Fourth) Any balance remaining after payment of all disputed claims of construction will be transferred to the Sinking Fund within 10 days after the last payment of such claims.

Lease; Acquisition or Construction of Leased Premises. The Authority covenants that the Lease is valid and binding on the Authority, and that full, true and correct copy of the Lease is on file with the Trustee. The Authority also covenants that, upon the receipt by the Trustee of the proceeds of the Bonds, it will proceed to acquire or construct the Leased Premises in accordance with the plans and specifications and will complete the construction of the Project with all expedition practicable in accordance with such plans and specifications together with such changes as may be authorized by the Authority pursuant to the procedures and conditions set forth in the Indenture. The Authority agrees not to modify the terms of the Lease which would substantially impair or reduce the security of the owners of the Bonds or agree to a reduction of the lease rental or other payments provided in the Lease other than in connection with partial or total refunding of the Bonds, except as otherwise provided in the Indenture.

Pursuit of Remedies upon Default. The Authority covenants that, upon any default in the payment of lease rental as provided in the Lease, it will file a suit to mandate the appropriation of sufficient funds from the sources provided in the Lease, and pursue any other remedy permitted by law and necessary to collect and enforce the payment of such rentals.

Tax Matters. The Authority represents, covenants and agrees it will not take any action nor fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code.

INSURANCE

Insurance. The Authority covenants that by the Lease it has required the Commission to carry combined bodily injury insurance, including accidental death, and property damage with reference to the Leased Premises in an amount not less than One Million Dollars ($1,000,000) on account of each occurrence or as otherwise provided in the Indenture with one or more good and responsible insurance companies. Such public liability insurance may be by blanket insurance policy or policies or through a self-insurance program.

Beneficiaries of Insurance. The insurance policies required of the Authority by the Indenture, as described above, will be for the benefit of, as their interests appear, the Trustee, the Authority, the Commission and other persons having an insurable interest in the insured property. Any proceeds under the policies relative to the property subject to the Lease will be payable to the Trustee, and the Trustee is authorized to demand, collect and receipt for and recover any and all insurance moneys which may become due and payable under any of said policies of insurance and to prosecute all necessary actions in the courts to recover any such insurance moneys.

Evidence of Insurance. Such insurance policies will be maintained by good and responsible commercial insurance companies, and shall be countersigned by an agent of the insurer who is a resident of the State of Indiana. The public liability insurance required herein may be by blanket insurance policy or policies or through a self-insurance program.

Insurance by Trustee. If the Authority or the Commission at any time refuses, the Trustee may, in its discretion, procure such insurance policies as are commercially available, and all moneys paid by the Trustee for such insurance, together with interest thereon at the highest rate of interest on any of the Bonds when sold, whether or not then outstanding, will be repaid by the Authority upon demand, and will constitute an additional indebtedness of the Authority secured by the lien of the Indenture, prior and paramount to the lien hereunder of said Bonds and interest thereon. The Trustee, however, will not be obligated to effect such insurance unless fully indemnified against the expense thereof and furnished with means therefor.

CONDEMNATION OF LEASED PREMISES

In the event all or part of the Leased Premises is taken by exercise of eminent domain, the proceed of such condemnation award received by the Trustee or the Authority shall be applied to the replacement or reconstruction of the condemned property by the Authority. In the event the Authority does not commence to replace or reconstruct the Leased Premises so condemned within 90 days after any such condemnation or the Authority, having commenced such replacement or reconstruction, abandons or fails diligently to prosecute the same, the Trustee may, in its discretion, make or complete such replacements or reconstructions; provided however the Trustee is not obligated to make or complete such replacement or reconstructions and if the Authority instructs the Trustee not to undertake such work because the cost exceeds the amount of the condemnation proceeds therefore, the Trustee may not make or complete such replacements or reconstructions. In case the Authority neglects, fails or refuses to proceed forthwith in good faith with such replacement or reconstruction of the condemned Leased Premises, and such negligence, failure or refusal continues for 120 days, the Trustee, upon receipt of the condemnation award, must (unless the Trustee proceeds to make such replacements or reconstructions) apply such proceeds in the following manner: (i) if the proceeds are sufficient to redeem all of the then outstanding Bonds and such Bonds are then subject to redemption, the Trustee will apply the proceeds to the redemption of such Bonds in the manner provided in the Indenture as if such redemption had been at the option of the Authority, and (ii) if the proceeds are not sufficient to redeem all of the then outstanding Bonds, or if such Bonds are not then subject to redemption, the Trustee will apply the proceeds to the payment of the outstanding Bonds in the manner provided by the Indenture. See, “Events of Default--Application of Moneys.”

EVENTS OF DEFAULT AND REMEDIES

Events of Default. Each of the following events is an "event of default" under the Indenture:

(i) Default in the payment on the due date of the interest on any Bonds;

(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 acceleration;

(iii) Default in the performance or observance of any other of the covenants or agreements of the Authority in the Indenture 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 Leased Premises or the lease rentals due under the Lease;

(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 Leased Premises or the lease rentals due under the Lease, and any of the aforesaid adjudications, orders, judgments or decrees is not vacated or 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 any of its property, 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 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 or 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 Leased Premises, or the lease rentals due under the Lease, 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 Commission to pay lease rentals provided in the Lease, or such other action to enforce the Lease as is reasonably requested by the Trustee, if such rental is more than 60 days in default; or

(xi) The lease rental provided for in the Lease is not paid within 10 days after it is due. In such event, the Trustee shall immediately notify the Commission in writing of the Commission's obligation to take the steps necessary to impose a special benefits tax to pay such defaulted lease rentals. If the Commission fails to take such steps, the Trustee shall take any and all legal steps necessary to compel the imposition of the special benefits tax to pay such lease rentals.

Remedies. In the case of the happening and continuance of any of the events of default, the Trustee, by written notice to the Authority, may, and must upon written request of the registered owners of 25% in principal amount of the Bonds then outstanding, declare the principal of all Bonds outstanding, and the interest accrued thereon, immediately due and payable. Upon such declaration, such principal and interest will thereupon become and be 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 before any sale under the Indenture if, before any such sale, 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 Indenture, 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. If default occurs with respect to the payment of principal or interest due under the Indenture, interest shall be payable on overdue principal and overdue interest at the rate of interest set forth in each Bond.

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

In the case of the happening of an event of default and the filing of judicial proceedings to enforce the rights of the Trustee or the registered owners of the Bonds, the Trustee may appoint a receiver for the lease rentals under the Lease pending the completion of such proceedings.

Application of Moneys. Any moneys received by the Trustee or any receiver or Bondholder pursuant to any right or action under this Article, together with any other amounts of cash which may then be held by the Trustee as a part of the Trust Estate, shall be applied as follows:

(i) to the payment of all costs and expenses of any suit or suits to enforce the rights of the Trustee or the registered owners of the Bonds;

(ii) to the payment of all other expenses of the trust created by the Indenture, with interest thereon at the highest rate of interest on any of the Bonds when sold, whether or not then outstanding;

(iii) to the payment of all the principal and accumulated and unpaid interest on the Bonds then outstanding in full, if said proceeds are sufficient, but if not sufficient, then to the payment thereof ratably without preference or priority of any one Bond over any other or of interest over principal, or of principal over interest, or of any installment of interest over any other installment of interest; and

(iv) any surplus thereof remaining, to the Authority, its successors or assigns, or to whosoever may be lawfully entitled to receive the same.

Limitation of Rights. No registered owner or owners of any Bond have the right to institute any proceeding in law or equity for the enforcement of the Indenture, or for the appointment of a receiver, or for any other remedy under the Indenture, without first giving notice in writing to the Trustee of the occurrence and continuance of an event of default as aforesaid, 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 Indenture 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 cost, expenses and liabilities to be incurred by the Trustee therein or thereby; 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 Indenture or to the institution of any suit, action or proceeding at law or in equity for the enforcement thereof, for the appointment of a receiver, or for any other remedy under the Indenture, or otherwise, in case of any such default as aforesaid. 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 Indenture by his or their 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 recourse under or upon any obligation, covenant or agreement contained in the Indenture or in any Bond, or because of the creation of any indebtedness thereby secured, may be had against any officer, member, employee or agent, past, present or future, of the Authority, either directly or through the Authority, by the enforcement of any assessment or by any legal or equitable proceeding or by virtue of any statute or otherwise.

SUPPLEMENTAL INDENTURES

The Authority and the Trustee may, without the consent of the registered owners of the Bonds then outstanding, from time to time and at any time, enter into such supplemental indentures:

(i) To cure any ambiguity or formal defect or omission in the Indenture, or in any supplemental indenture, which does not adversely affect the rights of the registered owners of any Bonds; or

(ii) To grant to or confer upon the Trustee, for the benefit of the registered owners, any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the registered owners of any Bonds or the Trustee; or

(iii) To provide for the issuance of Additional Bonds as provided in the Indenture; or

(iv) For any other purpose which, in the judgment of the Authority does not materially and adversely affect the interests of Bondholders.

In addition, the registered owners of not less than a majority in aggregate principal amount of the Bonds then outstanding have the right from time to time to consent to and approve the execution by the Authority and the Trustee of such other supplemental indentures 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 Indenture or in any supplemental indenture; provided, however, that such supplemental indenture does not affect:

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

(ii) A reduction in the principal amount of any Bond or the rate of interest thereon; or

(iii) The creation of a lien upon the Trust Estate ranking prior to or on a parity with the lien created by the Indenture; or

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

(v) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture.

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 Indenture, or any supplemental indenture, may be modified or altered in any respect with the consent of the Authority, the Registrar and the Paying Agent and the consent of the registered owners of all the Bonds then outstanding.

DEFEASANCE

If, when the Bonds or any 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, the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of such Bonds then outstanding is paid, or (i) cash, or (ii) Government Obligations, which are noncallable by the issuer thereof, the principal of and the interest on which when due without reinvestment will provide sufficient money, are held by the Trustee (or any paying agent) for such purpose under the provisions of the Indenture, and provision is also made for paying all Trustee's and paying agents' fees and expenses and other sums payable under the Indenture by the Authority, then and in that case such Bonds shall no longer be deemed to be outstanding under the Indenture, and in the event the foregoing applies to all Bonds, 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 will release the Indenture and execute such documents to evidence such release as may be reasonably required by the Authority, and will turn over to the Authority or to such officer, board or body as may then entitled by law to receive the same any surplus in the Sinking Fund, the Debt Service Reserve Fund, and in the Operation Fund created by the Indenture and all balances remaining in any other fund or accounts other than moneys and obligations held for the redemption or payment of Bonds. In the event money and/or Government Obligations are deposited with and held by the Trustee (or any paying agent) as provided above, in addition to the requirements set forth in the Indenture, the Trustee will, within 30 days, after such obligations have been deposited with it, cause a notice signed by the Trustee to be mailed to the owners of such Bonds, setting forth (i) the date designated for the redemption of the Bonds, (ii) a description of the obligations so held by it (iii) that the registered owners of such Bonds are entitled to be paid principal and interest from such funds and income of such securities held by the Trustee and not from the Sinking Fund or the Authority, (iv) that the Authority is released from all liability with respect to the Bonds, and (v) in the event the redemption applies to all Bonds secured by the Indenture, that the Indenture has been released.

If (1) cash, or (2) such obligations as described in (ii) above, or (3) a combination of cash and such obligations as described in (ii) above, are held by the Trustee (or any paying agent) in trust for the payment of the whole amount of the principal of and the interest upon the Bonds under the provisions of the Indenture, and provision is made for paying all Trustee's and paying agents' fees and expenses related thereto and other sums payable under the Indenture by the Authority, such Bonds shall not be deemed outstanding under the Indenture and the registered owners of such Bonds shall be entitled to payment of any principal or interest from such funds and income of such obligations held by the Trustee and not from the Sinking Fund or the Authority. The Trustee will, within 30 days after such money and/or obligations have been deposited with it, cause a notice signed by the Trustee to be mailed to the owners of such bonds, setting forth a description of the obligations so held by it, a description of the Bonds payable from such deposited obligations and that the registered owners are entitled to be paid principal and interest from such funds and income of such securities held by the Trustee and not from the Sinking Fund or the Authority.

Any Bond not presented at the proper time and place for payment will be deemed to be fully paid when due if the money necessary to discharge the principal amount thereof and all interest then accrued and unpaid thereon is held by the Trustee or any paying agent when or before the same become due. The registered owner of any such Bond is not entitled to any interest thereon after the maturity thereof or to any interest upon money so held by the Trustee or any paying agent.

APPENDIX D

SUMMARY OF CERTAIN 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. CAPITALIZED TERMS NOT DEFINED IN THIS SUMMARY WILL HAVE THE MEANINGS SET FORTH ELSEWHERE IN THIS OFFICIAL STATEMENT.

LEASE TERM AND RENTAL

Under the Lease, the Authority leases to the Commission an interest in certain real estate (the "Real Estate") and the improvements (collectively, the "Project") which the Authority will construct thereon (the Real Estate and the Project collectively, the "Leased Premises"). Under the Lease, the Commission agrees to pay the Authority annual lease rental in amounts sufficient to pay the principal of and interest on the Bonds.

The term of the Lease will commence on the date the Authority acquires the Leased Premises and will end on the day prior to a date not later than twenty-five (25) years after such date of acquisition by the Authority. However, the term of the lease will terminate at the earlier of (a) the exercise by the Commission of the option to purchase the Leased Premises, as described below, or (b) the payment or defeasance of all obligations issued by the Lessor and secured by the Lease. The Commission (also known as the "Lessee") may renew the Lease for a further like, or lesser, term upon the same or like conditions as established in the Lease. The Commission must exercise this option by written notice sent to the Authority on any rental payment date prior to expiration of the Lease.

The first lease rental payment for the Leased Premises is due no earlier than July 15, 2019. Thereafter, rentals on the Leased Premises are payable in advance in monthly installments on January 15 and July 15 of each year. Rentals under the Lease are to be paid by the Commission directly to the Trustee. The Lease also provides that the Commission will pay as further rental for the leased premises all taxes and assessments levied against or on account of the leased property.

ABATEMENT OF RENT

The Lease provides that, in the event any part of the Leased Premises 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, it will then be the obligation the Authority to restore and rebuild that portion of the Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Authority excepted; provided, however, that the Authority will not be obligated to expend on such restoration or rebuilding more than the amount of the condemnation proceeds received by the Authority. If any part of the Leased Premises 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 Commission, the rent will be abated for the period during which the Leased Premises or such part thereof is unfit or unavailable for use or occupancy, and the abatement will be in proportion to the percentage of the Leased Premises which is unfit or unavailable for use or occupancy.

The Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, provided however, following such amendment, the rental payable under this Lease shall be based on the value of the portion of the Leased Premises 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. In the event that all or a portion of the Leased Premises shall be unavailable for use by the Lessee, subject to the completion of any process required by law, the Authority and the Lessee shall amend the Lease to add to and/or replace a portion of the Leased Premises to the extent necessary to provide for available Leased Premises with a value supporting rental payments under the Lease sufficient to pay when due all principal of and interest on outstanding Bonds.

MAINTENANCE, ALTERATION, AND REPAIR

The Commission may enter into agreements with one or more parties for the operation, maintenance, repair and alterations of all or any portion of the Leased Premises. Such other parties may assume all responsibility for operation, maintenance, repairs and alterations to the Leased Premises. At the end of the term, the Commission must deliver the Leased Premises to the Authority in as good condition as at the beginning of the term, reasonable wear and tear only excepted.

INSURANCE

During the full term of the Lease, the Commission will, at its own expense, maintain combined bodily injury insurance, including accidental death, and property damage insurance with respect to the Leased Premises in an amount not less than One Million Dollars ($1,000,000) on account of each occurrence and with one or more good and responsible insurance companies. Such policies must be for the benefit of persons having an insurable interest in the Leased Premises and must be made payable to the Authority, the Commission, and the Trustee, and such other person or persons as the Authority may designate. If, at any time, the Commission fails to maintain the above described insurance, the Authority may, but is not required to, obtain such insurance and the amount paid therefor will be added to the amount of rental payable by the Commission under the Lease. Another party may obtain such insurance policies and satisfy the requirements of the Lease, as long as the Commission, the Authority and the Trustee are named as additional insureds under such policies.

DEFAULTS

The Lease provides that, if the Commission defaults (a) in the payment of rentals or other sums payable to the Authority under the Lease, or (b) in the observance of any other covenant, agreement or condition thereof, and such default shall continue for 90 days after written notice to correct the same, then, in any or either of such events, the Authority may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained therein or for the enforcement of any other appropriate legal or equitable remedy, or the Authority, at its option, without further notice, may terminate the estate and interest of the Commission thereunder, and the Authority may resume possession of the leased premises subject thereto. The exercise by the Authority of its right to terminate such Lease will not release the Commission from the performance of any obligation thereof maturing prior to the Authority's actual entry into possession.

OPTION TO PURCHASE

The Commission has the right and option, under the Lease, to purchase the Leased Premises, or any portion thereof, on any date upon sixty days written notice to the Authority, at a price which is equal to the amount required to enable the Authority to pay all indebtedness incurred on account of the Leased Premises, including accrued and unpaid interest to the first date on which bonds may be redeemed and all premiums payable on the redemption thereof. In no event, however, shall such purchase price exceed the capital actually invested by the Authority represented by outstanding securities or existing indebtedness, plus the cost of transferring property.

TRANSFER OF OWNERSHIP

The Lease provides that, in the event the Commission has not exercised its option to purchase the Leased Premises and has not exercised its option to renew the Lease, as described above, then, upon full performance by the Commission of its obligations under the Lease, the Leased Premises will become the absolute property of the Commission, and the Authority will execute the proper instruments conveying title to the Leased Premises to the Commission or to any entity (including the Town) designated by the Lessee.

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APPENDIX E

December __, 2018

Warsaw Redevelopment Authority
Warsaw, Indiana

The Huntington National Bank, as Trustee
Indianapolis, Indiana

Re: Warsaw Redevelopment Authority Lease Rental Revenue Bonds, Series 2018 (Airport Industrial Park Project)

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Warsaw Redevelopment Authority (the "Issuer") of the Warsaw Redevelopment Authority Lease Rental Revenue Bonds, Series 2018 (Airport Industrial Park Project), in the aggregate principal amount of ___ Million _______ Hundred ___ Thousand Dollars ($___________) (the "Bonds"), pursuant to Indiana Code Section 36-7-14, et seq. and Indiana Code Section 36-7-14.5, et seq. (collectively, the "Act"), and pursuant to a Trust Indenture by and between the Issuer and The Huntington National Bank, as trustee (the "Trustee"), dated as of December 1, 2018 (the "Indenture") and a Lease Agreement, between the Issuer and the Warsaw Redevelopment Commission (the "Commission"), dated as of December 1, 2018, as amended (the "Lease"). We have examined the law and such certified proceedings and such other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Issuer and the Commission contained in the Indenture and the Lease, the certified proceedings and other certifications of public officials furnished to us, and certifications, representations and other information furnished to us by or on behalf of the Issuer, the Commission and the City of Warsaw, Indiana (the "City"), and others, including certifications contained in the tax and arbitrage certificate of the Issuer, the Commission and the City dated the date hereof, without undertaking to verify the same by independent investigation. We have relied upon the legal opinion of Michael Valentine, counsel to the Issuer and the Commission dated the date hereof, as to the matters stated therein. In addition, we have relied upon the report of H. J. Umbaugh & Associates, Certified Public Accountants, LLP, Indianapolis, Indiana, independent certified public accountants, dated the date hereof, as to the matters stated therein.

Based on the foregoing, we are of the opinion that:

1. The Issuer is a body corporate and politic validly existing under the laws of the State of Indiana, with the corporate power to enter into the Indenture and the Lease and perform its obligations thereunder and to issue the Bonds.

2. The Lease has been duly authorized, executed and delivered by the parties thereto and is a valid and binding agreement of the parties thereto, enforceable against the parties thereto in accordance with its terms. To the extent that other sources are insufficient to make rental payments under the Lease, the rental payments due under the Lease are payable solely from an *ad valorem* special benefits tax that the Commission is legally required to levy on all taxable property within the boundaries of the Redevelopment District of the City of Warsaw, Indiana.

3. The Issuer has duly authorized, issued, executed and delivered the Bonds and has duly authorized, executed and delivered the Indenture. The Indenture is a valid and binding agreement of the Issuer, enforceable against the Issuer in accordance with its terms. The Bonds are valid and binding special and limited obligations of the Issuer, enforceable against the Issuer in accordance with their terms, and payable solely from the Trust Estate (as defined in the Indenture).

4. Under Section 103 of the Internal Revenue Code of 1986, as amended and in effect on this date (the "Code"), the interest on the Bonds is excludable from gross income for federal income tax purposes. The opinion set forth in the preceding sentence is subject to the condition that the Issuer, the Commission and the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer, the Commission and the City have covenanted or represented that they will comply with such requirements. Failure to comply with certain of such covenants may cause the inclusion of interest on the Bonds in gross income for federal tax purposes retroactive to the date of issuance of the Bonds.

5. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations for taxable years that began prior to January 1, 2018.

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

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

We express no opinion regarding any tax consequences arising with respect to the Bonds, other than as expressly set forth herein.

With respect to the enforceability of any document or instrument, this opinion is subject to the qualifications that: (a) the enforceability of such document or instrument may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance or other similar laws relating to or affecting the enforcement of creditors' rights; (b) the enforceability of equitable rights and remedies provided for in such document or instrument is subject to judicial discretion, and the enforceability of such document or instrument may be limited by general principles of equity; (c) the enforceability of such document or instrument may be limited by public policy; and (d) certain remedial, waiver and other provisions of such document or instrument may be unenforceable, provided, however, that in our opinion the unenforceability of those provisions would not, subject to the other qualifications set forth herein, affect the validity of such document or instrument or prevent the practical realization of the benefits thereof.

This opinion is given only as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Very truly yours,

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APPENDIX F

CONTINUING DISCLOSURE CONTRACT

This Continuing Disclosure Contract (this "Contract") is made this ___ day of December, 2018, from the City of Warsaw Redevelopment Commission (collectively, the "Promisor"), to each registered owner or holder of any Bond (as hereinafter defined) (each, a "Promisee");

WITNESSETH THAT:

WHEREAS, the Warsaw Redevelopment Authority (the Issuer"), is, on the date hereof, issuing its Lease Rental Revenue Bonds, Series 2018 (Airport Industrial Park Project), (the "Bonds"), pursuant to a Trust Indenture, dated as of December 1, 2018 (the "Indenture"), by and between the Issuer and The Huntington National Bank, as trustee (the "Trustee"), and a Lease, dated as of December 1, 2018, by and between the Issuer, as lessor, and the Commission, as lessee, as amended (the "Lease"); and

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

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

WHEREAS, the Promisor seeks to enter into this Contract in order to assist the Underwriter in complying with subsection (b)(5) of the Rule; and

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

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

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

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

(b) "Bondholder" shall mean any registered or beneficial owner or holder of any Bond.

(c) "City" shall mean the City of Warsaw, Indiana.

(d) "Final Official Statement" shall mean the Official Statement, dated __________, 2018, relating to the Bonds, including any document included therein by specific reference which is available to the public on the MSRB's Internet Web site or filed with the Commission.

(e) "Fiscal Year" of any person shall mean any period from time to time adopted by such person as its fiscal year for accounting purposes.

(f) "MSRB" shall mean the Municipal Securities Rulemaking Board.

(g) "Obligated Person" shall mean any person who is either generally or through an enterprise, fund or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Bonds (other than any providers of municipal bond insurance, letters of credit or liquidity facilities), for whom financial information or operating data is presented in the Final Official Statement.

(h) "State" shall mean the State of Indiana.

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

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

(a) The only Obligated Person with respect to the Bonds is the Promisor; and

(b) There have been no instances in the five (5) years prior to the date of the Final Official Statement in which the Obligated Person failed to comply, in all material respects, with any previous undertakings in a written contract or agreement specified in paragraph (b)(5)(i) of the Rule.

Section 4. Undertaking to Provide Information.

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

(i) Annual Financial Information. No later than June 30, as long as the Fiscal Year of such Obligated Person ends on December 31, or within six (6) months after the close of each Fiscal Year of such

Obligated Person, if the Fiscal Year ends on a date other than December 31 of each year, beginning with the Fiscal Year ending in the year in which the Bonds are issued, the unaudited financial statements of such Obligated Person and the City for such Fiscal Year (except to the extent the audited financial statements for such Fiscal Year are available) and financial information and operating data of the Obligated Person of the type provided under the following headings in Appendix A of the Final Official Statement, as applicable:

GENERAL ECONOMIC AND FINANCIAL INFORMATION

- Schedule of Historical Net Assessed Valuation

- Detail of Net Assessed Valuation

- Comparative Schedule of Certified Tax Rates

- Property Taxes Levied and Collected

- Large Taxpayers

- Statement of Receipts, Disbursements, and Cash and Investment Balances – Regulatory Basis

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

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

(iii) The Obligor undertakes to provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

(A) Principal and interest payment delinquencies;

(B) Non-payment related defaults, if material;

(C) Unscheduled draws on debt service reserves reflecting financial difficulties;

(D) Unscheduled draws on credit enhancements reflecting financial difficulties;

(E) Substitution of credit or liquidity providers, or their failure to perform;

(F) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(G) Modifications to rights of security holders, if material;

(H) Bond calls, if material, and tender offers;

(I) Defeasances;

(J) Release, substitution or sale of property securing repayment of the securities, if material;

(K) Rating changes;

(L) Bankruptcy, insolvency, receivership or similar event of the obligated person;

(M) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(N) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(iv) In a timely manner, notice of a failure of such Obligated Person to provide required Annual Financial Information or audited financial statements, on or before the date specified in this Contract.

(b) Any financial statements of any Obligated Person provided pursuant to subsection (a)(i) of this Section 4 shall be prepared in accordance with any accounting principles mandated by the laws of the State, as in effect from time to time, or any other consistent accounting principles that enable market participants to evaluate results and perform year to year comparisons, but need not be audited.

(c) Any Annual Financial Information or audited financial statements may be set forth in a document or set of documents, or may be included by specific reference to be available to the public on the MRSB's Internet Web site or filed with the Commission.

(d) If any Annual Financial Information otherwise required by subsection (a)(i) of this Section 4 no longer can be generated because the operations to which it relates have been materially changed or discontinued, a statement to that effect shall be deemed to satisfy the requirements of such subsection.

(e) All documents provided to the MSRB under this Contract shall be accompanied by identifying information as prescribed by the MSRB.

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

Section 6. Bondholders. Each Bondholder is an intended Beneficiary of the obligations of the Promisor under this Contract, such obligations create a duty in the Promisor to each Bondholder to perform such obligations, and each Bondholder shall have the right to enforce such duty.

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

Section 8. Remedies.

(a) The sole and exclusive remedy for any breach or violation by the Promisor of any obligation of the Promisor under this Contract shall be the remedy of specific performance by the Promisor of such obligation. Neither any Promisee nor any Bondholder shall have any right to monetary damages or any other remedy for any breach or violation by the Promisor of any obligation of the Promisor under this Contract, except the remedy of specific performance by the Promisor of such obligation.

(b) No breach or violation by the Promisor of any obligation of the Promisor under this Contract shall constitute a breach or violation of or default under the Bonds or the Indenture.

(c) Any action, suit or other proceeding for any breach or violation by the Promisor of any obligation of the Promisor under this Contract shall be instituted, prosecuted and maintained only in a court of competent jurisdiction in LaPorte County, Indiana.

(d) No action, suit or other proceeding for any breach or violation by the Promisor of any obligation of the Promisor under this Contract shall be instituted, prosecuted or maintained by any Promisee or any Bondholder unless, prior to instituting such action, suit or other proceeding: (i) such Promisee or such Bondholder has given the Promisor notice of such breach or violation and demand for performance; and (ii) the Promisor has failed to cure such breach or violation within sixty (60) days after such notice.

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

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

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

Section 12. Immunity of Officers, Directors, Members, Employees and Agents. No recourse shall be had for any claim based upon any obligation in this Contract against any past, present or future Officer, Director, Member, Employee or Agent of the Promisor, as such, either directly or through the Promisor, under any rule of law or equity, statute or Constitution.

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

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

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

City of Warsaw Redevelopment Commission
c/o City Planner
102 South Buffalo Street
Warsaw, IN 46580

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

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

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

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

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

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

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

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

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

[Signatures follow on the next page]

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

CITY OF WARSAW
REDEVELOPMENT COMMISSION

By:__________________________________
Tim Meyer, President

[SIGNATURE PAGE OF CONTINUING DISCLOSURE CONTRACT]

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APPENDIX G

APPENDIX G

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

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

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

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

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

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

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

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

(1) General Rule

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

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

\- OR -

(2) Hold the Price

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

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

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

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

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

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

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

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

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

(3) a purchaser of any of the Bonds is a "related party" to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships

(including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other),

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

(5) "Closing" and "Closing Date" mean the day the Bonds are delivered to the Purchaser and payment is made thereon to the Issuer, and

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

<u>Schedule I</u>
$5,605,000
Lease Rental Revenue Bonds, Series 2018
ISSUE PRICE CERTIFICATE

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

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

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

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

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

2. ***Defined Terms***.

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

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

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale or exchange the Bonds. The Sale Date of the Bonds is November 14, 2018.

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

[UNDERWRITER], as [Underwriter]

By:__________________________________
Name:________________________________

Dated: [ISSUE DATE]

SCHEDULE A
EXPECTED OFFERING PRICES
(*Attached*)

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

Schedule II

AGREEMENT TO ESTABLISH ISSUE PRICE

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

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

[PURCHASER]

By: ________________________________
Authorized Representative

Warsaw Redevelopment Authority

By: ________________________________

SCHEDULE A

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

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

Check one, as applicable:

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

SELECTION OF METHOD OF ISSUE PRICE ESTABLISHMENT

The methods are as follows:

(1) General Rule

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

Until the 10% test has been satisfied as to each maturity of the Bonds, the Purchaser agrees to promptly report to the Issuer the prices at which the unsold Bonds of that maturity have been sold to the Public provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable, periodic intervals or otherwise upon request of the Issuer of bond counsel. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

- OR -

(2) Hold the Price

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

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

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

(the "Hold the Price Rule"). The Purchaser will advise the Issuer promptly after the close of the fifth (5^{th}) business day after the Sale Date whether it has sold 10% of a maturity to the Public at a price that is no higher than the Initial Offering Price to the Public.

DEFINITIONS OF GENERAL APPLICABILITY

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

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

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

"Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is November 14, 2018.

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

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

Schedule III

$5,605,000
Lease Rental Revenue Bonds, Series 2018

ISSUE PRICE CERTIFICATE

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

Select appropriate provisions below:

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

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

(a) [Alternative 1[4] – All Maturities Use Hold-the-Offering-Price Rule: [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.] [Alternative 2[5] – Select Maturities Use Hold-the-Offering-Price Rule: [SHORT NAME OF

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

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

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

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

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

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

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

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

3. ***Defined Terms***.

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

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

[(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (November 14, 2018), or (ii) the date on which the [SHORT NAME OF UNDERWRITER][the Underwriters] [has][have] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means the Warsaw Redevelopment Authority.

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

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

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is November 14, 2018.

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

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

[UNDERWRITER][REPRESENTATIVE]

By:____________________________________
Name:_________________________________

Dated: [ISSUE DATE]

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

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

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

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

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

Warsaw Redevelopment Authority

By: _________________________________

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

[PURCHASER]

By: __________________________________