

**ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF
FORT WAYNE, INDIANA, AUTHORIZING THE ISSUANCE OF TAXABLE
ECONOMIC DEVELOPMENT REVENUE BONDS
(ELECTRIC WORKS PROJECT), AND AUTHORIZING AND APPROVING
OTHER ACTIONS IN RESPECT THERETO**

WHEREAS, the City of Fort Wayne, Indiana (the "City") is a political subdivision of the State of Indiana and, by virtue of Indiana Code 36-7-11.9 and Indiana Code 36-7-12, each as amended (collectively, the "Act"), is authorized and empowered to adopt this ordinance ("Bond Ordinance") and to carry out its provisions; and

WHEREAS, RTM Ventures, LLC (or an affiliate thereof) (the "Company") desires to finance the acquisition, construction, installation and equipping of (a) an approximately 311,000 square foot parking garage, (b) an approximately 308,000 square foot apartment building, and (c) an approximately 31,000 square foot commercial/retail space, all to be located at or adjacent to the "Electric Works" area within the City (collectively, the "Project"), for use by the Company in its commercial operations, which Project will be located in or physically connected to the area within the City heretofore designated as the "Broadway-Taylor Economic Development Area" (the "Area") and which Project is an "economic development facility" (as defined in the Act); and

WHEREAS, the Company has requested that the City of Fort Wayne Economic Development Commission (the "Commission") and the City cause to be issued by the City its Taxable Economic Development Revenue Bonds (Electric Works Project), in one or more series in a combined principal amount not to exceed Thirty-Two Million Dollars (\$32,000,000) (the "Bonds"), pursuant to the Act, and provide all or a portion of the proceeds of such Bonds to the Downtown Electric Works Trust which will use such

1 proceeds to make an equity investment in the Company for the ultimate purpose of
2 financing a portion of the costs of the Project; and

3 WHEREAS, the Commission has considered the issue of adverse competitive
4 effect on any similar facilities located in the City, finding that the Project would not have
5 an adverse competitive effect because there are no other similar businesses located in the
6 proximity of the Area, has determined and further found that the financing of the Project
7 complies with the purposes and provisions of the Act, and that such financing will be of
8 benefit to the health, prosperity, economic stability and general welfare of the City and
9 its citizens, and has rendered and approved a report regarding the financing of a portion
10 of the Project consistent with those findings (the "EDC Report"), and said EDC Report
11 has been submitted to the City of Fort Wayne Plan Commission; and

12
13 WHEREAS, the Commission has heretofore (a) published notice of a public
14 hearing (the "Public Hearing") on the proposed issuance of the Bonds, in accordance
15 with Indiana Code 36-7-12-24, (b) conducted the Public Hearing in accordance with
16 Indiana Code 36-7-12-24; and (c) adopted a resolution subsequent to the Public Hearing
17 (the "EDC Resolution"); and

18
19 WHEREAS, the Commission has performed all actions required of it by the Act
20 preliminary to and heretofore approved, recommended and forwarded this Bond
21 Ordinance for a vote to the Common Council of the City (the "Common Council"),
22 together with the substantially final forms of: (1) a Financing Agreement among the City,
23 the Downtown Electric Works Trust and the Company (the "Financing Agreement"); (2)
24 a Trust Indenture (the "Indenture") between the City and a trustee to be selected by the
25 Controller of the City (the "Trustee"); and (3) the Bonds (the Financing Agreement, the
26 Indenture and the Bonds, collectively, referenced herein as the "Financing Documents");
27
28
29
30

1 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
2 THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

3 Findings; Public Benefits. The Common Council hereby confirms the
4 findings set forth in the EDC Resolution and the EDC Report and hereby finds and
5 determines (a) that the Project involves the acquisition, construction, installation and
6 equipping of an "economic development facility," as that phrase is used in the Act; (b)
7 that the public benefits to be accomplished by this Bond Ordinance through (i) the
8 financing of a portion of the Project referred to in the Financing Documents, through the
9 issuance and sale of the Bonds, (ii) the provision of a portion of the proceeds of the
10 Bonds to the Company for the financing of a portion of the costs of the Project, (iii) the
11 payment of the Bonds from real property tax increment revenues generated within the
12 Area (the "TIF Revenues") (as such term may be further defined and described in the
13 Indenture), and (iv) the securing of said Bonds under the Indenture, are greater than the
14 cost of public services which will be required by the Project; and (c) that the Project will
15 not have an adverse competitive effect on any other similar facilities located in the Area.
16 Based on the findings and determinations set forth in this Section 1, the Common
17 Council hereby finds that the financing of a portion of the Project by the issuance of the
18 Bonds under the Act (A) will be of benefit to the health, prosperity, economic stability
19 and general welfare of the City and its citizens and (B) complies with the Act.
20
21
22
23
24
25
26
27
28
29
30

1 Authorization and Terms of the Bonds.

2 (a) The issuance of the Bonds is hereby authorized. The Bonds shall be
3 payable as to principal and interest solely from a portion of TIF Revenues generated in
4 the Area or as otherwise provided in the Indenture. The Bonds are to be issued for the
5 purpose of procuring funds to pay the costs of a portion of the acquisition, construction,
6 installation and equipping of the Project, to fund a debt service reserve, if determined to
7 be necessary, to pay capitalized interest, if determined to be necessary, and to pay costs
8 of issuance of the Bonds, as more particularly set out in the Financing Documents
9

10 (b) The Bonds may be issued in one or more series (with the series
11 designation to reflect the calendar year of issuance, together with a letter designation in
12 the event multiple series of Bonds are issued), in a combined aggregate principal amount
13 not to exceed Thirty-Two Million Dollars (\$32,000,000). Each series of the Bonds shall
14 (i) be repayable over a period of not more than twenty-five (25) years, with such period
15 commencing with the first payment date of such series of the Bonds (provided, that no
16 series of the Bonds shall mature later than February 1, 2057); (ii) bear interest at a
17 taxable rate or rates as determined with the purchaser of such series of the Bonds not
18 exceeding eight percent (8.0%) per annum; and (iii) contain such other terms and
19 provisions as may be provided in the Financing Documents and subsection (c) below.
20

21 (c) Notwithstanding anything in this Bond Ordinance to the contrary and in
22 addition to the terms in subsections (a) and (b) above, the Bonds shall: (i) be executed at
23 or prior to the closing date by the manual or facsimile signatures of the Mayor of the City
24 (the "Mayor") and the Clerk of the City (the "City Clerk"); (ii) be dated as of the date of
25 their delivery; (iii) be issued in fully registered form in denominations of One Hundred
26 Thousand Dollars (\$100,000) and integral multiples of Five Thousand Dollars (\$5,000)
27 in excess thereof or as otherwise provided in the Indenture; (iv) be subject to redemption
28
29
30

1 as provided in the Financing Documents; (v) be payable in lawful money of the United
2 States of America; (vi) be subject to registration on the bond register as provided in the
3 Financing Documents; (vii) be payable at the office of the Trustee or as provided in the
4 Financing Documents; and (viii) contain such other terms and provisions as may be
5 provided in the Financing Documents.
6

7 (d) The Bonds shall never constitute a general obligation of, an indebtedness
8 of, or a charge against the general credit or taxing power of the City, nor are the Bonds
9 payable in any manner from revenues raised by taxation (except to the extent of the
10 pledge of TIF Revenues), but the Bonds shall be special and limited obligations of the
11 City, payable solely from the TIF Revenues and other amounts derived from the
12 Financing Documents. Any series of the Bonds may be issued as "draw down" bonds
13 such that the principal of such series of Bonds shall not be payable and the interest
14 thereon shall not accrue until such principal amount has been advanced pursuant to
15 disbursements made pursuant to the Indenture.
16

17 Approval of Financing. The proposed financing of the Project by the issuance of
18 the Bonds in the form that such financing was approved by the Commission, is hereby
19 approved.
20

21 Financing Documents. The substantially final forms of the Financing Documents
22 before this meeting are hereby approved and are by this reference incorporated in this
23 Bond Ordinance and the City Clerk is hereby directed, in the name and on behalf of the
24 City, to insert them into the minutes of the Common Council and to keep two copies of
25 the Financing Documents in the office of the Auditor and available for public inspection
26 in accordance with Indiana Code 36-1-5-4.

27 Execution and Delivery of Financing Documents. The Mayor, the Controller of
28 the City (the "Controller") and the City Clerk are, and each of them is, authorized and
29
30

1 directed to execute, attest and affix or imprint by any means the seal of the City to the
2 Financing Documents approved herein on behalf of the City and any other document
3 which may be necessary or desirable prior to, on or after the date hereof to consummate
4 or facilitate the transaction, including the Bonds authorized herein. The signatures of the
5 Mayor and the City Clerk on the Bonds may be either manual or facsimile signatures.
6 The Controller is authorized to arrange for delivery of such Bonds to the Trustee named
7 in the Indenture and payment for the Bonds will be made to the Trustee named in the
8 Indenture, and after such payment, the Bonds will be delivered by the Trustee to the
9 purchaser thereof.
10

11 Sale of the Bonds. The Controller is authorized and directed to sell the Bonds to
12 the original purchasers of the Bonds at a price of not less than one hundred percent
13 (100%) of the principal amount thereof.
14

15 Changes in Financing Documents. The Mayor and the Controller are hereby
16 authorized, in the name and on behalf of the City, without further approval of the
17 Common Council or the Commission, to approve such changes in the Financing
18 Documents as may be permitted by the Act, such approval to be conclusively evidenced
19 by their execution thereof. The Mayor and the Controller are, and each of them is,
20 hereby expressly authorized to approve any modifications or additions to the documents
21 constituting the Financing Documents which take place after the date of this Bond
22 Ordinance with the review and advice of counsel to the City, it being the express
23 understanding of the Common Council that said Financing Documents are in
24 substantially final form as of the date of this Bond Ordinance. The approval of said
25 modifications or additions shall be conclusively evidenced by the execution and
26 attestation thereof and the affixing of the seal thereto or the imprinting of the seal
27 thereon; provided, however, that no such modification or addition shall change the
28
29
30

1 maximum principal amount of, maximum interest rate on, or repayment period of the
2 Bonds or described in Indiana Code 36-7-12-27 as approved by the Common Council by
3 this Bond Ordinance without further consideration by the Common Council.

4 General. The Mayor, the Controller and the City Clerk are, and each of them is,
5 hereby authorized and directed, in the name and on behalf of the City, to execute, attest
6 or endorse any and all agreements, documents and instruments, perform any and all acts,
7 approve any and all matters, and do any and all other things deemed by them, or each of
8 them, to be necessary or desirable in order to carry out and comply with the intent,
9 conditions and purposes of this Bond Ordinance (including the preambles hereto and the
10 documents mentioned herein), the Project, the issuance and sale of the Bonds, and the
11 securing of the Bonds under the Financing Documents, and any such execution,
12 endorsement, performance or doing of other things heretofore effected be, and hereby is,
13 ratified and approved.

14 Binding Effect. The provisions of this Bond Ordinance and the Indenture
15 securing the Bonds shall constitute a contract binding between the City and the holders of
16 the Bonds, and after the issuance of said Bonds, this Bond Ordinance shall not be
17 repealed or amended in any respect which would adversely affect the rights of such
18 holders so long as said Bonds or the interest thereon remains unpaid.

19 Repeal. All ordinances or parts of ordinances in conflict herewith are hereby
20 repealed.

Effective Date. This Bond Ordinance shall be effective upon its passage by the Common Council, in accordance with procedures as required by law.

Council Member

APPROVED AS TO FORM AND LEGALITY:

Carol Helton, City Attorney

Draft of January 19, 2022

FINANCING AGREEMENT

BETWEEN

RTM VENTURES, LLC,

DOWNTOWN ELECTRIC WORKS TRUST

AND

CITY OF FORT WAYNE, INDIANA

Dated as of _____ 1, 2022

FINANCING AGREEMENT

This FINANCING AGREEMENT (the "Financing Agreement") dated as of _____ 1, 2022, between RTM VENTURES, LLC, a Delaware limited liability company (the "Company"), the DOWNTOWN ELECTRIC WORKS TRUST, an [Indiana] nonprofit corporation (the "Trust"), and the CITY OF FORT WAYNE, INDIANA, a municipal corporation duly organized and validly existing under the laws of the State of Indiana (the "Issuer"),

PRELIMINARY STATEMENT

WHEREAS, Indiana Code 36-7-11.9 and 36-7-12, each as supplemented and amended (collectively, the "Act"), authorizes and empowers the Issuer to issue revenue bonds and enter into agreements with companies to allow companies to construct economic development facilities within the territorial jurisdiction of the City of Fort Wayne, Indiana, and vests the Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, after giving notice in accordance with the Act and Indiana Code 5-3-1, the City of Fort Wayne Economic Development Commission held a public hearing and the Issuer, upon finding that the Project (as defined herein) and the proposed financing of a portion of the acquisition, construction, installation and equipping thereof (the "Financed Portion") will create additional employment opportunities in the City of Fort Wayne, Indiana; will benefit the health, safety, morals and general welfare of the citizens of the City of Fort Wayne and the State of Indiana; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing; and

WHEREAS, the Trust is an entity exempt from federal income tax pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, the purpose of which includes the development of the Project (as defined below); and

WHEREAS, the Issuer intends to issue its Taxable Economic Development Revenue Bonds, Series 2022 (Electric Works Project), in the aggregate principal amount of _____ Dollars (\$_____) (the "Series 2022 Bonds") pursuant to the Trust Indenture dated as of _____ 1, 2022 (the "Trust Indenture"), between the Issuer and _____, as trustee (the "Trustee"), and to provide a portion of the proceeds of the Series 2022 Bonds pursuant to the provisions of this Financing Agreement to the Trust which will in turn make an equity investment in the Company to finance the Financed Portion of the Project to be located in the allocation area within the Broadway-Taylor Economic Development Area (the "Allocation Area"), which is an "allocation area" in the City of Fort Wayne, Indiana, as described in Indiana Code 36-7-14-39; and

WHEREAS, this Financing Agreement provides for the use by the Trust of a portion of the proceeds of the Series 2022 Bonds which will be used by the Trust to make an equity contribution to the Company for the ultimate purpose of financing the Financed Portion of the Project; and

WHEREAS, the City of Fort Wayne, Indiana Department of Redevelopment, Broadway Redevelopment Partners, LLC, Union Parking Company, LLC, Leykauf Residential Investments, LLC, and the Company entered into an Economic Development Agreement dated October 20, 2021 (the "Economic Development Agreement") providing for the development of the Project and other related matters; and

WHEREAS, the Series 2022 Bonds issued under the Trust Indenture will be payable solely out of TIF Revenues (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises, the representations, warranties and commitments given by the Company to the Issuer, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Issuer hereby further covenant and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. As used in this Financing Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

"Act" shall have the meaning set forth in the Preamble hereof.

"Allocation Area" shall have the meaning set forth in the Preamble hereof.

"Company" means RTM Ventures, LLC, a Delaware limited liability company, or any successors thereto permitted under Section 3.2 hereof.

"Economic Development Agreement" means the Economic Development Agreement dated October 20, 2021, among the City of Fort Wayne, Indiana Department of Redevelopment, Broadway Redevelopment Partners, LLC, Union Parking Company, LLC, Leykauf Residential Investments, LLC, and the Company.

"Financed Portion" means that portion of the Project financed from the proceeds of the Series 2022 Bonds. The Financed Portion of the Project is more particularly described in Exhibit A attached hereto.

"Issuer" means the City of Fort Wayne, Indiana, a municipal corporation duly organized and validly existing under the laws of the State.

"Note" means the promissory note of the Company set forth as Exhibit B attached hereto.

"Project" means (a) an approximately 311,000 square foot parking garage, (b) an approximately 308,000 square foot apartment building, and (c) an approximately 31,000 square foot commercial/retail space, all to be located at or adjacent to the "Electric Works" area within the City of Fort Wayne, Indiana, which is located in the Allocation Area.

"Redevelopment Commission" means the City of Fort Wayne Redevelopment Commission.

"Series 2022 Bond Fund" means the Series 2022 Bond Fund established by Section 4.2 of the Trust Indenture.

"Series 2022 Bondholder" or "owner of a Series 2022 Bond" or any similar term means the owner of a Series 2022 Bond.

"Series 2022 Bonds" means the City of Fort Wayne, Indiana, Taxable Economic Development Revenue Bonds, Series 2022 (Electric Works Project), in the aggregate principal amount of _____ Dollars (\$_____).

"State" means the State of Indiana.

"TIF Revenues" means the property tax proceeds received by the Redevelopment Commission and pledged to the Issuer pursuant to a resolution adopted by the Redevelopment Commission on January ___, 2022, from the assessed valuation of real property in the Allocation Area, which is located within and coterminous with the Broadway-Taylor Economic Development Area, in excess of the assessed valuation described in Indiana Code 36-7-14-39(b)(1), as such statutory provision exists on the date of execution of this Financing Agreement or may be amended from time to time.

"Trust" means the Downtown Electric Works Trust.

"Trust Indenture" means the Trust Indenture dated as of _____ 1, 2022, between the Issuer and the Trustee and all amendments and supplements thereto.

"Trustee" means _____, a national banking association, as Trustee pursuant to the Trust Indenture.

Section 1.2. Rules of Interpretation. For all purposes of this Financing Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) "This Financing Agreement" means this instrument as originally executed and as it may from time to time be supplemented, modified or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Financing Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied in the United States of America.

(e) Any terms not defined herein but defined in the Trust Indenture shall have the same meaning herein.

(f) The terms defined elsewhere in this Financing Agreement shall have the meanings therein prescribed for them.

Section 1.3. Exhibits. The following exhibit is attached to and incorporated by reference and made a part of this Financing Agreement.

Exhibit A. Project Description.

(End of Article I)

ARTICLE II

REPRESENTATIONS; USE OF SERIES 2022 BOND PROCEEDS

Section 2.1. Representations by Issuer. The Issuer represents and warrants that:

(a) The Issuer is a municipal corporation organized and existing under the laws of the State. Under the provisions of the Act, the Issuer is authorized to enter into the transactions contemplated by this Financing Agreement and to carry out its obligations hereunder. The Issuer has been duly authorized to execute and deliver this Financing Agreement. The Issuer agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) Pursuant to the Economic Development Agreement, the Issuer agrees to advance funds from the issuance of the Series 2022 Bonds in the amount of _____ Dollars (\$ _____) to the Trust which will contribute such proceeds to the Company to be ultimately used for the costs associated with the acquisition, construction, installation and equipping of the Financed Portion of the Project, subject to the execution and delivery of this Financing Agreement, all for the benefit of the holders of the Series 2022 Bonds, to create additional employment opportunities in the City of Fort Wayne, Indiana and to benefit the health, safety, morals and general welfare of the citizens of the City of Fort Wayne and the State.

Section 2.2. Representations by Company. The Company represents and warrants that:

(a) It is a limited liability company validly existing under the laws of the State of Delaware and authorized to do business in the State, is not in violation of any laws in any manner material to its ability to perform its obligations under this Financing Agreement, and has full power to enter into and by proper action has duly authorized the execution and delivery of this Financing Agreement.

(b) All of the proceeds from the Series 2022 Bonds advanced to the Trust hereunder (including any income earned on the investment of such proceeds) will be contributed to the Company and will be used to finance the Financed Portion of the Project (the "Loan"). The terms of the Loan are more fully set forth in the Note attached hereto as Exhibit B.

(c) The Project will preserve and create additional jobs and employment opportunities within the boundaries of the City of Fort Wayne, Indiana. Further, the Company intends to operate or cause the Project to be operated for manufacturing, warehousing, distribution, processing, commercial, business or health care purposes (which operation may not include facilities described in Indiana Code 36-7-11.9-3(a)(2)(A) through (N)), until the expiration or earlier termination of this Financing Agreement as provided herein.

(d) Neither the execution and delivery of this Financing Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Financing Agreement, conflicts with or

results in a breach of the terms, conditions or provisions of the Company's articles of incorporation or bylaws or any restriction or any agreement or instrument to which the Company is now a party or by which it is bound or to which any of its property or assets is subject or (except in such manner as will not materially impair the ability of the Company to perform its obligations hereunder) of any statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or its property, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement.

(e) The execution, delivery and performance by the Company of this Financing Agreement do not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state or other governmental authority or agency, not previously obtained or performed.

(f) This Financing Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization or other similar laws affecting the enforcement of creditors' rights in general.

(g) There are no actions, suits or proceedings pending, or, to the knowledge of the Company, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might impair the ability of the Company to perform its obligations under this Financing Agreement.

(h) The Company represents that it will perform its obligations and covenants under the Economic Development Agreement.

(End of Article II)

ARTICLE III

PARTICULAR COVENANTS OF THE COMPANY

Section 3.1. Payment of Principal and Interest; Payment of TIF Revenues. In accordance with the Trust Indenture, the Series 2022 Bonds are payable solely and only from TIF Revenues as pledged to the Issuer by the Redevelopment Commission pursuant to a resolution adopted by the Redevelopment Commission on January __, 2022. Under no circumstances shall the Company be liable for making any payments due under the Trust Indenture or the Series 2022 Bonds, including any payment of the principal of or premium, if any, or interest on the Series 2022 Bonds. In addition, under no circumstances shall the Company be liable for payment of any other costs or expenses under or in connection with this Financing Agreement or the transactions contemplated by this Financing Agreement, the Trust Indenture or the Series 2022 Bonds. The Trust Indenture provides that the Issuer shall transfer TIF Revenues to the Series 2022 Bond Fund on or before each _____ and _____, commencing _____, 20__ in an amount sufficient for the payment of the Series 2022 Bonds on the succeeding payment date thereof (subject, however, to the senior pledge of the TIF Revenues to the Prior Bonds (as defined in the Trust Indenture)).

Section 3.2. Maintenance of Existence. The Company agrees that it will maintain its existence as a limited liability company, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another entity, or permit one or more other entities to consolidate or merge with it; provided, that the Company may, without violating the agreement contained in this Section 3.2, consolidate or merge with another entity, permit one or more other entities to consolidate or merge into it, or transfer to another entity organized under the laws of one of the states of the United States all or substantially all of its assets as an entirety and thereafter dissolve provided (a) the surviving, resulting or transferee entity, as the case may be, is organized under the laws of one of the states of the United States, and (b) to the extent that the Company is not the surviving entity, such entity assumes in writing all of the obligations of the Company herein, including the obligations of the Company under the Economic Development Agreement.

Section 3.3. Economic Development Agreement. The Company agrees to perform all material matters provided by the Economic Development Agreement to be performed by the Company and to comply with all material provisions of the Economic Development Agreement applicable to the Company, in each case to the extent that a failure to so perform or comply is expressly provided under the terms of the Economic Development Agreement to be an "Event of Default" by the Company or, with the passage of time or the giving of notice, or both, would constitute an "Event of Default" on the part of the Company under the Economic Development Agreement.

Section 3.4. Payment of Costs of Issuance of Series 2022 Bonds, Other Fees and Expenses. The Issuer shall pay from the proceeds of the sale of the Series 2022 Bonds and/or from the TIF Revenues, as necessary, the costs of issuance of the Series 2022 Bonds. The Company is not obligated to pay any costs of issuance of the Series 2022 Bonds or any related costs, fees or expenses in connection with the issuance, sale or offering of the Series 2022 Bonds; nor is the Company obligated to pay any fees, charges or expenses in connection with or

related to the Series 2022 Bonds after the Series 2022 Bonds have been issued, which fees, charges and expenses include financial advisory and/or accounting fees, charges and expenses, fiduciary fees and expenses and Issuer fees and expenses (including in each instance legal fees and expenses), all of which are obligations of the Issuer.

Section 3.5. Completion and Use of Project. The Company agrees that it will make, execute, acknowledge and deliver contracts, orders, receipts, writings and instructions with any other persons, firms or corporations in connection with the Project and in general do all things reasonably within its power which may be requisite or proper, for the acquisition, construction, installation and equipping of the Project and, upon completion, the Company will operate and maintain the Project in such manner as reasonably within the Company's power so as to conform with all applicable zoning, planning, building, environmental and other applicable governmental regulations and so as to be consistent with the Act.

The Issuer does not make any warranty, either express or implied, that the moneys, which under the provisions of this Financing Agreement will be available for payment of the costs of the Financed Portion of the Project, will be sufficient to pay all the costs which will be incurred with respect to the Financed Portion. The Company agrees that if, after exhaustion of such moneys, the Company should pay the costs of completing the Financed Portion, it shall not be entitled to any reimbursement therefor from the Issuer.

Section 3.6. Sale, Substitution or Lease of Facilities. Subject to Section 6.4 hereof, the Company may sell, lease or transfer or otherwise dispose of the Project or any portion thereof only if the sale, lease or transfer or other disposition shall require the purchaser, lessee, transferee or other party, as the case may be, to assume all of the obligations of the Company under this Financing Agreement.

Section 3.7. Fees and Expenses of Company. The Company hereby covenants and agrees to pay any and all fees, charges and expenses, including legal counsel fees, of the Company incurred in connection with this Financing Agreement and the Economic Development Agreement.

(End of Article III)

ARTICLE IV

IMMUNITY

Section 4.1. Extent of Covenants of the Issuer; No Personal Liability. No recourse shall be had for the payment of the principal of or interest on any of the Series 2022 Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Series 2022 Bonds, the Trust Indenture or this Financing Agreement against any past, present or future member, director, officer, agent, attorney or employee of the Issuer, or any incorporator, member, director, officer, employee, agent, attorney or trustee of any successor thereto, as such, either directly or through the Issuer or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, director, officer, employee, agent, attorney or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the Trust Indenture and this Financing Agreement (and any other agreement entered into by the Issuer with respect thereto) and the issuance of the Series 2022 Bonds.

Section 4.2. Liability of Issuer. Any and all obligations of the Issuer under this Financing Agreement are special, limited obligations of the Issuer, payable solely out of the TIF Revenues and as otherwise provided under this Financing Agreement and the Trust Indenture. The obligations of the Issuer hereunder shall not be deemed to constitute an indebtedness or an obligation of the Issuer, the State or any political subdivision or taxing authority thereof within the purview of any constitution limitation or provision, or a pledge of the faith and credit or a charge against the credit or general taxing powers, if any, of the Issuer, the State or any political subdivision or taxing authority thereof.

(End of Article IV)

ARTICLE V

SUPPLEMENTS AND AMENDMENTS TO THIS FINANCING AGREEMENT

Section 5.1. Supplements and Amendments to this Financing Agreement. The Company, the Trust and the Issuer may from time to time enter into such supplements and amendments to this Financing Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof; provided, that to the extent that such supplements and amendments materially adversely affect the rights of the holders of the Series 2022 Bonds, any such supplement or amendment shall require the consent of the holders of one hundred percent (100%) of the principal amount of the Series 2022 Bonds.

(End of Article V)

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1. Financing Agreement for Benefit of Parties Hereto. Nothing in this Financing Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns, any right, remedy or claim under or by reason of this Financing Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Financing Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, and their successors and assigns.

Section 6.2. Severability. In case any one or more of the provisions contained in this Financing Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 6.3. Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The Issuer and the Company may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Financing Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Issuer: City of Fort Wayne, Indiana
 200 East Berry Street, Suite 320
 Fort Wayne, Indiana 46802
 Attention: Executive Director, Department of Redevelopment

With a copy to: Jon A. Bomberger, Esq.
 Faegre Drinker Biddle & Reath LLP
 110 West Berry Street, Suite 2400
 Fort Wayne, Indiana 46802

To the Trust: _____

To the Company: RTM Ventures, LLC

 _____, _____
 Attention: _____

With a copy to: _____

_____, Indiana _____

Section 6.4. Successors and Assigns. Whenever in this Financing Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Financing Agreement contained by or on behalf of the Company, or by or on behalf of the Issuer, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not; provided, however, that the Company may not assign the Project or its rights and obligations under this Financing Agreement if the successors and assigns do not intend to utilize the Project for manufacturing, warehousing, distribution, processing, commercial, business or health care purposes (which use may not include facilities described in Indiana Code 36-7-11.9-3(a)(2)(A) through (N))

Section 6.5. Counterparts. This Financing Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Financing Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 6.6. Governing Law. It is the intention of the parties hereto that this Financing Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of Indiana.

(End of Article VI)

IN WITNESS WHEREOF, the Issuer, the Trust and the Company have caused this Financing Agreement to be executed in their respective names, and attested by their duly authorized officers, all as of the date first above written.

RTM VENTURES, LLC

By:_____

Printed:_____

Title:_____

ATTEST:

By:_____

Printed:_____

Title:_____

DOWNTOWN ELECTRIC WORKS TRUST

By:_____
_____, _____

CITY OF FORT WAYNE, INDIANA

By:_____
Thomas C. Henry, Mayor

ATTEST:

Lana R. Keesling, Clerk

EXHIBIT A

PROJECT DESCRIPTION

The Financed Portion of the Project consists of the payment of the costs of acquisition, construction, installation and equipping of all or any or any portion of the following: land, interests in land, site improvements, infrastructure improvements, buildings, structures, machinery, equipment and furnishings for (a) an approximately 311,000 square foot parking garage, (b) an approximately 308,000 square foot apartment building, and (c) an approximately 31,000 square foot commercial/retail space, all to be located at or adjacent to the "Electric Works" area within the City of Fort Wayne, Indiana, which is located in the Allocation Area.

Draft of January 19, 2022

TRUST INDENTURE

BETWEEN

CITY OF FORT WAYNE, INDIANA

AND

_____,
as Trustee

\$_____

**CITY OF FORT WAYNE, INDIANA, TAXABLE
ECONOMIC DEVELOPMENT REVENUE BONDS,
SERIES 2022 (ELECTRIC WORKS PROJECT)**

Dated as of _____ 1, 2022

TABLE OF CONTENTS

ARTICLE I.	DEFINITIONS.....	4
Section 1.1.	Terms Defined	4
Section 1.2.	Rules of Interpretation	5
Section 1.3.	Exhibits	6
ARTICLE II.	THE SERIES 2022 BONDS.....	7
Section 2.1.	Authorized Amount of Series 2022 Bonds	7
Section 2.2.	Issuance of Series 2022 Bonds	7
Section 2.3.	Payment on Series 2022 Bonds.....	7
Section 2.4.	Execution; Limited Obligation	8
Section 2.5.	Authentication.....	8
Section 2.6.	Form of Series 2022 Bonds.....	9
Section 2.7.	Delivery of Series 2022 Bonds	13
Section 2.8.	Mutilated, Lost, Stolen or Destroyed Series 2022 Bonds.....	14
Section 2.9.	Registration and Exchange of Series 2022 Bonds; Persons Treated as Owners.....	14
ARTICLE III.	APPLICATION OF SERIES 2022 BOND PROCEEDS	16
Section 3.1.	Deposit of Funds	16
ARTICLE IV.	REVENUE AND FUNDS	17
Section 4.1.	Source of Payment of the Series 2022 Bonds.....	17
Section 4.2.	Series 2022 Bond Fund.....	17
Section 4.3.	Project Fund.....	18
Section 4.4.	TIF Revenues.....	18
Section 4.5.	Trust Funds	18
Section 4.6.	Investment.....	18
ARTICLE V.	REDEMPTION OF SERIES 2022 BONDS BEFORE MATURITY	19
Section 5.1.	Optional Redemption.....	19
Section 5.2.	Mandatory Redemption.	19
Section 5.3.	Notice of Redemption.....	19
Section 5.4.	Cancellation	20
Section 5.5.	Redemption Payments	20
Section 5.6.	Partial Redemption of Series 2022 Bonds	20

ARTICLE VI. GENERAL COVENANTS.....	22
Section 6.1. Payment of Principal and Interest.....	22
Section 6.2. Performance of Covenants.....	22
Section 6.3. Ownership; Instruments of Further Assurance	23
Section 6.4. Filing of Indenture, Financing Agreement and Security Instruments.....	23
Section 6.5. List of Series 2022 Bondholders.....	23
Section 6.6. Rights Under Financing Agreement	23
Section 6.7. Investment of Funds.....	23
Section 6.8. Non-presentment of Series 2022 Bonds	24
Section 6.9. Direction of Series 2022 Bondholders.....	24
ARTICLE VII. DEFAULTS AND REMEDIES	25
Section 7.1. Events of Default	25
Section 7.2. Acceleration.	25
Section 7.3. Remedies; Rights of Series 2022 Bondholders.....	26
Section 7.4. Right of Series 2022 Bondholders to Direct Proceedings	26
Section 7.5. Application of Moneys	26
Section 7.6. Remedies Vested In Trustee	28
Section 7.7. Rights and Remedies of Series 2022 Bondholders	28
Section 7.8. Termination of Proceedings.....	28
Section 7.9. Waivers of Events of Default.....	28
ARTICLE VIII. THE TRUSTEE	30
Section 8.1. Acceptance of the Trusts.....	30
Section 8.2. Fees, Charges and Expenses of the Trustee.....	32
Section 8.3. Notice to Series 2022 Bondholders if Default Occurs.....	32
Section 8.4. Intervention by Trustee.....	32
Section 8.5. Successor Trustee.....	32
Section 8.6. Resignation by the Trustee.....	33
Section 8.7. Removal of the Trustee.....	33
Section 8.8. Appointment of Successor Trustee by the Series 2022 Bondholders; Temporary Trustee	33
Section 8.9. Concerning Any Successor Trustees	33
Section 8.10. Trustee Protected in Relying Upon Resolutions, etc	34

ARTICLE IX. SUPPLEMENTAL INDENTURES	35
Section 9.1. Supplemental Indentures Not Requiring Consent of Series 2022 Bondholders	35
Section 9.2. Supplemental Indentures Requiring Consent of Series 2022 Bondholders	35
ARTICLE X. AMENDMENTS TO THE FINANCING AGREEMENT.....	37
Section 10.1. Amendments, etc., to Financing Agreement Not Requiring Consent of Series 2022 Bondholders.....	37
Section 10.2. Amendments, etc., to Financing Agreement Requiring Consent of Series 2022 Bondholders.....	37
ARTICLE XI. MISCELLANEOUS	38
Section 11.1. Satisfaction and Discharge.....	38
Section 11.2. Application of Trust Money.....	38
Section 11.3. Consents, etc., of Series 2022 Bondholders.....	38
Section 11.4. Limitation of Rights.....	39
Section 11.5. Severability	39
Section 11.6. Notices	40
Section 11.7. Counterparts.....	40
Section 11.8. Applicable Law	40
Section 11.9. Immunity of Officers and Directors.....	40
Section 11.10. Holidays	41
EXHIBIT A: COSTS OF ISSUANCE	A-1

TRUST INDENTURE

THIS TRUST INDENTURE (the "Indenture") dated as of the 1st day of _____, 2022, between the City of Fort Wayne, Indiana (the "Issuer"), a municipal corporation organized and existing under the laws of the State of Indiana, and _____, a bank duly organized, existing and authorized to accept and execute trusts of the character herein set out under the laws of the State of Indiana, with a corporate trust office in _____, Indiana, as trustee (the "Trustee"),

WITNESSETH:

WHEREAS, Indiana Code 36-7-11.9 and Indiana Code 36-7-12, each as supplemented and amended (collectively, the "Act"), authorizes and empowers the Issuer to issue revenue bonds and to use the proceeds therefrom for the purpose of financing economic development facilities within the territorial jurisdiction of the City of Fort Wayne, Indiana, and vests such Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, the City of Fort Wayne, Indiana Department of Redevelopment, Broadway Redevelopment Partners, LLC, Union Parking Company, LLC, Leykauf Residential Investments, LLC, and RTM Ventures, LLC, a Delaware limited liability company (the "Company"), have entered into that certain Economic Development Agreement dated October 20, 2021 (the "Economic Development Agreement"), pursuant to which the Company has agreed to proceed with the Project (as hereinafter defined) in the jurisdiction of the Issuer, and, in accordance with the provisions of the Act, the Issuer has agreed to issue its Taxable Economic Development Revenue Bonds, Series 2022 (Electric Works Project), in the aggregate principal amount of _____ Dollars (\$ _____) (the "Series 2022 Bonds"), pursuant to this Indenture and to provide the proceeds thereof to the Downtown Electric Works Trust which will use such proceeds to make an equity investment in the Company pursuant to the Financing Agreement dated of even date herewith (the "Financing Agreement") for the purpose of paying a portion of the costs of the Project; and

WHEREAS, the execution and delivery of this Indenture and the issuance of revenue bonds under the Act as herein provided have been in all respects duly and validly authorized by proceedings duly passed on and approved by the Issuer; and

WHEREAS, after giving notice in accordance with the Act and Indiana Code 5-3-1, the City of Fort Wayne Economic Development Commission (the "Economic Development Commission") held a public hearing on behalf of the Issuer and adopted a resolution finding that the Project and the proposed financing thereof will (i) create additional employment opportunities in and near the City of Fort Wayne, Indiana; (ii) benefit the health, safety, morals and general welfare of the citizens of the City of Fort Wayne, Indiana, and the State of Indiana; and (iii) comply with the purposes and provisions of the Act; and

WHEREAS, the Act provides that such Series 2022 Bonds may be secured by a trust indenture between the Issuer and a corporate trustee; and

WHEREAS, Indiana Code 36-7-14 and Indiana Code 5-1-14-4 together provide that a

redevelopment commission of a city may pledge certain incremental property taxes to pay, in whole or in part, amounts due on the Series 2022 Bonds; and

WHEREAS, the City of Fort Wayne Redevelopment Commission (the "Redevelopment Commission") has, by resolution, dedicated and pledged to the Issuer the TIF Revenues (as hereinafter defined) to the payment of the principal of and interest on the Series 2022 Bonds, as provided herein; and

WHEREAS, the Financing Agreement provides for payments to the Company for construction of the Project to be made from a Project Fund established pursuant to this Indenture; and

WHEREAS, the execution and delivery of this Indenture and the issuance of the Series 2022 Bonds hereunder have been in all respects duly and validly authorized by an ordinance duly passed and approved by the Common Council of the City of Fort Wayne, Indiana;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in order to secure the payment of the principal of and interest on the Series 2022 Bonds to be issued under this Indenture according to their tenor, purport and effect, and in order to secure the performance and observance of all the covenants and conditions herein and in said Series 2022 Bonds contained, and in order to declare the terms and conditions upon which the Series 2022 Bonds are issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and for and in consideration of the mutual covenants herein contained, of the acceptance by the Trustee of the trust hereby created, and of the purchase and acceptance of the Series 2022 Bonds by the holders or obligees thereof, the Issuer has executed and delivered this Indenture, and by these presents does hereby convey, grant, assign, pledge and grant a security interest in, unto the Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular, the property, real and personal hereinafter described (the "Trust Estate"):

GRANTING CLAUSES

DIVISION I

All right, title and interest of the Issuer in and to the TIF Revenues pledged by the Redevelopment Commission to the payment of the Series 2022 Bonds (such pledge to be effective as set forth in Indiana Code 5-1-14-4 and Indiana Code 36-7-14-39 without filing or recording of this Indenture or any other instrument); and

DIVISION II

All moneys and securities from time to time held by the Trustee under the terms of this Indenture (except moneys or Qualified Investments (as hereinafter defined) deposited with the Trustee pursuant to Section 11.1 hereof) and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder by the Issuer, the Company or by anyone in their behalf, or with their written consent to the Trustee

which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

TO HAVE AND TO HOLD the same unto the Trustee, and its successor or successors and its or their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of the Series 2022 Bonds to be issued hereunder and the interest payable thereon, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this Indenture, and for the equal and ratable benefit and security of all and singular the holders of all Series 2022 Bonds issued hereunder, without preference, priority or distinction as to lien or otherwise, except as otherwise hereinafter provided, of any one Series 2022 Bond or as between principal and interest, and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Series 2022 Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the holders thereof, and the trusts and conditions upon which the pledged moneys and revenues are to be held and disbursed, are as follows:

(End of Recitals and Granting Clauses)

ARTICLE I.

DEFINITIONS

Section 1.1. Terms Defined. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Allocation Area" means the allocation area located within the Broadway-Taylor Economic Development Area heretofore established by the Redevelopment Commission pursuant to Indiana Code 36-7-14.

"Allocation Fund" means the Allocation Fund for the Allocation Area pursuant to which the TIF Revenues are deposited in accordance with Indiana Code 36-7-14.

"Bondholder" means a holder of a Series 2022 Bond.

"Bond Ordinance" means Ordinance No. _____, adopted by the Common Council of the City of Fort Wayne, Indiana on February ___, 2022, authorizing and approving the issuance and sale of the Series 2022 Bonds and approving the Financing Agreement, this Indenture and related matters.

"Company" means RTM Ventures, LLC, a Delaware limited liability company, or any successor thereto under the Financing Agreement.

"Economic Development Commission" means the City of Fort Wayne Economic Development Commission.

"Financed Portion" means that portion of the Project financed from the proceeds of the Series 2022 Bonds.

"Financing Agreement" means the Financing Agreement dated as of _____ 1, 2022, among the Company, the Downtown Electric Works Trust and the Issuer and all amendments and supplements thereto.

"Indenture" means this instrument as originally executed or as it may from time to time be amended or supplemented pursuant to Article IX hereof.

"Interest Payment Date" means, with respect to the Series 2022 Bonds, each [_____ and _____, commencing _____, 20__].

"Issuer" means the City of Fort Wayne, Indiana, a municipal corporation organized and validly existing under the laws of the State of Indiana or any successor to its rights and obligations under the Financing Agreement and this Indenture.

"Pledge Resolution" means the resolution adopted by the Redevelopment Commission on January ___, 2022, pledging the TIF Revenues to the payment of the Bonds.

"Project" means (a) an approximately 311,000 square foot parking garage, (b) an approximately 308,000 square foot apartment building, and (c) an approximately 31,000 square foot commercial/retail space, all to be located at or adjacent to the "Electric Works" area within the City of Fort Wayne, Indiana, which is located in the Allocation Area.

"Qualified Investments" means _____.

"Record Date" means the _____ day of the calendar month immediately preceding any Interest Payment Date.

"Redevelopment Commission" means the City of Fort Wayne Redevelopment Commission.

"Requisite Bondholders" means the holders of 66-2/3% of the then outstanding aggregate principal amount of Series 2022 Bonds.

"Series 2022 Bonds" means the Issuer's Taxable Economic Development Revenue Bonds, Series 2022 (Electric Works Project), in the aggregate principal amount of _____ Dollars (\$_____).

"TIF Revenues" means the property tax proceeds received by the Redevelopment Commission and pledged to the Issuer pursuant to a resolution adopted by the Redevelopment Commission on January ___, 2022, from the assessed valuation of real property, which is located within and coterminous with the Broadway-Taylor Economic Development Area, in excess of the assessed valuation described in Indiana Code 36-7-14-39(b)(1),, as such statutory provisions exist on the date of execution of this Indenture or may be amended from time to time.

"Trustee" means _____, located in _____, Indiana, and any successor trustee or co-trustee.

"Trust Estate" shall have the meaning assigned to such term in the Granting Clauses of this Indenture.

Section 1.2. Rules of Interpretation. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Indenture" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article I have the meanings assigned to them in this Article I and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the Financing Agreement shall have the same meaning herein.

(f) The terms defined elsewhere in this Indenture shall have the meanings therein prescribed for them.

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Indenture:

Exhibit A: Costs of Issuance

(End of Article I)

ARTICLE II.

THE SERIES 2022 BONDS

Section 2.1. Authorized Amount of Series 2022 Bonds. No Series 2022 Bonds may be issued under the provisions of this Indenture except in accordance with this Article II. The principal amount of the Series 2022 Bonds (other than Series 2022 Bonds issued in substitution therefor pursuant to Section 2.9 hereof) that may be issued is hereby expressly limited to _____ Dollars (\$_____).

Section 2.2. Issuance of Series 2022 Bonds. Pursuant to the Bond Ordinance, there are hereby authorized to be issued hereunder and secured hereby the Series 2022 Bonds of the Issuer designated "City of Fort Wayne, Indiana, Taxable Economic Development Revenue Bonds, Series 2022 (Electric Works Project)," in the aggregate principal amount of _____ Dollars (\$_____). The Series 2022 Bonds shall be originally issuable as fully-registered bonds without coupons in denominations of One Hundred Thousand Dollars (\$100,000) or higher in additional multiples of One Thousand Dollars (\$1,000) (e.g., \$100,000, \$101,000, or \$102,000, etc.) and shall be numbered 22R-1 and upward. Interest on the Series 2022 Bonds shall be paid to the owners of such Series 2022 Bonds determined as of the close of business of the Record Date next preceding each Interest Payment Date at the registered addresses of such owners as they shall appear on the registration books of the Trustee notwithstanding the cancellation of any such Series 2022 Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date. Payment of interest to all Series 2022 Bondholders shall be by check drawn on the main office of the Trustee and mailed to such Series 2022 Bondholders one (1) business day prior to each Interest Payment Date. The Series 2022 Bonds shall be dated as of the date of their delivery. Interest shall be computed on the basis of a three hundred sixty (360)-day year consisting of twelve (12) thirty (30)-day months. The interest on the Series 2022 Bonds shall be payable on each [_____ and _____, commencing on _____, 20____].

The Series 2022 Bonds shall mature on _____, 20____, subject to mandatory sinking fund redemption as provided in Section 5.2(b) hereof, and shall bear interest at the per annum rate of _____ percent (____%).

The Series 2022 Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication shall be subsequent to a Record Date in which case they shall bear interest from the Interest Payment Date with respect to such Record Date or, if authenticated on or prior to [_____, 20____], shall bear interest from the date of delivery of the Series 2022 Bonds.

Section 2.3. Payment on Series 2022 Bonds. The principal of and interest on the Series 2022 Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. The final payments on the Series 2022 Bonds shall be payable at the principal corporate trust office of the Trustee. All other payments on the Series 2022 Bonds shall be made to the person or persons appearing on the Series 2022 Bond registration books of the Trustee as the

registered owner of such Series 2022 Bonds, by check mailed to the Registered Owner thereof as shown on the registration books of the Trustee.

Section 2.4. Execution; Limited Obligation. The Series 2022 Bonds shall be executed on behalf of the Issuer with the manual or facsimile signatures of its Mayor and attested with the manual or facsimile signature of its Clerk and shall have impressed or printed thereon the corporate seal of the Issuer. Such facsimiles shall have the same force and effect as if such officer had manually signed each of said Series 2022 Bonds. In case any officer whose signature or facsimile signature shall appear on the Series 2022 Bonds shall cease to be such officer before the delivery of such Series 2022 Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Series 2022 Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof. The Series 2022 Bonds, as to both principal and interest, are not an obligation or liability of the Issuer, the State of Indiana or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer payable solely and only from the TIF Revenues pledged and assigned for their payment in accordance with this Indenture. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of or interest on the Series 2022 Bonds. The Series 2022 Bonds do not grant to the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of or interest on the Series 2022 Bonds. The Issuer has no taxing power with respect to the Series 2022 Bonds. No covenant or agreement contained in the Series 2022 Bonds or this Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the Economic Development Commission, the Issuer or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Economic Development Commission, the Issuer nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer executing the Series 2022 Bonds shall be liable personally on the Series 2022 Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2022 Bonds.

Section 2.5. Authentication. No Series 2022 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until the certificate of authentication on such Series 2022 Bond substantially in the form set forth in Section 2.6 of this Indenture shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Series 2022 Bond shall be conclusive evidence that such Series 2022 Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Series 2022 Bond shall be deemed to have been executed by it if signed by

an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Series 2022 Bonds issued hereunder.

Section 2.6. Form of Series 2022 Bonds. The Series 2022 Bonds issued under this Indenture shall be substantially in the form set forth below with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or deemed necessary by the Trustee:

(Form of Series 2022 Bond)

UNITED STATES OF AMERICA
STATE OF INDIANA, ALLEN COUNTY

CITY OF FORT WAYNE, INDIANA,
TAXABLE ECONOMIC DEVELOPMENT
REVENUE BOND, SERIES 2022
(ELECTRIC WORKS PROJECT)

INTEREST RATE	MATURITY DATE	ORIGINAL DATE	AUTHENTICATION DATE
_____%	_____, 20____	_____, 2022	_____, 2022

PRINCIPAL AMOUNT: \$ _____

REGISTERED OWNER: _____

City of Fort Wayne, Indiana (the "Issuer"), a municipal corporation organized and existing under the laws of the State of Indiana, for value received, hereby promises to pay in lawful money of the United States of America to the Registered Owner listed above, but solely from the payments on the TIF Revenues (as defined in the hereinafter-defined Indenture), pledged and assigned for the payment hereof, the Principal Amount set forth above on the Maturity Date specified above, unless this Series 2022 Bond shall have previously been called for redemption and payment of the redemption price made or provided for, but solely from said payments and TIF Revenues, at the Interest Rate specified above per annum, payable on [_____, 20____, and on each _____ and _____] thereafter (each, an "Interest Payment Date") until the Principal Amount is paid in full. Interest on this Series 2022 Bond shall be payable from the Interest Payment Date next preceding the date of authentication thereof (the "Interest Date"), except that: (i) if this Series 2022 Bond is authenticated on or prior to [_____, 20____], the Interest Date shall be the Original Date specified above; (ii) if this Series 2022 Bond is authenticated on or after the _____ day of the calendar month immediately preceding an Interest Payment Date (the "Record Date"), the Interest Date shall be such Interest Payment Date; and (iii) if interest on this Series 2022 Bond is in default, the Interest Date shall be the day after the date to which interest hereon has been paid in full.

The principal of this Series 2022 Bond is payable at the principal corporate trust office of _____, as trustee (the "Trustee"), in the City of _____, Indiana, or at the principal office of any successor trustee.

All payments of interest hereon will be made by the Trustee by check mailed one (1) business day prior to each Interest Payment Date to the Registered Owner hereof of the address shown on the registration books of the Trustee maintained by the Trustee, as registrar, determined on the Record Date next preceding such Interest Payment Date.

This Series 2022 Bond is one of the Issuer's Taxable Economic Development Revenue Bonds, Series 2022 (Electric Works Project) (hereinbefore and hereinafter referred to as the "Series 2022 Bonds"), which are being issued pursuant to Ordinance No. _____, adopted by the Common Council of the City of Fort Wayne, Indiana on

January __, 2022 (the "Bond Ordinance") and under the hereinafter-described Indenture in the aggregate principal amount of _____ Dollars (\$_____). The Series 2022 Bonds are being issued for the purpose of providing funds to finance a portion of the costs of acquisition, construction, installation and equipping of (a) an approximately 311,000 square foot parking garage, (b) an approximately 308,000 square foot apartment building, and (c) an approximately 31,000 square foot commercial/retail space, all to be located at or adjacent to the "Electric Works" area within the City of Fort Wayne, Indiana (collectively, the "Project"), by providing such funds to RTM Ventures, LLC (the "Company"), pursuant to the Financing Agreement dated as of _____ 1, 2022 (the "Financing Agreement"), among the Company, the Downtown Electric Works Trust and the Issuer, which prescribes the terms and conditions under which the Company shall construct a portion of the Project with a portion of the proceeds of the Bonds.

The Series 2022 Bonds are issued under and entitled to the security of a Trust Indenture dated as of _____ 1, 2022 (hereinafter referred to as the "Indenture"), duly executed and delivered by the Issuer to the Trustee (the term "Trustee" when used herein referring to said Trustee or its successors), pursuant to which Indenture the TIF Revenues are pledged and assigned by the Issuer to the Trustee as security for the Series 2022 Bonds. THE OWNER OF THIS SERIES 2022 BOND, BY ACCEPTANCE OF THIS SERIES 2022 BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE BOND ORDINANCE, THE INDENTURE, THE FINANCING AGREEMENT AND THIS SERIES 2022 BOND.

The Series 2022 Bonds are issuable in registered form without coupons in denominations of One Hundred Thousand Dollars (\$100,000) or higher in additional multiples of One Thousand Dollars (\$1,000) (e.g., \$100,000, \$101,000, or \$102,000, etc.). This Series 2022 Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Series 2022 Bond. Upon such transfer a new registered Series 2022 Bond will be issued to the transferee in exchange therefor.

The Issuer and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

The Series 2022 Bonds may be redeemed, in whole or in part, at the option of the Issuer if sufficient funds for such redemption are on deposit with the Trustee, on any date [on or after _____, 20__], upon at least thirty (30) days' notice, and in any order of maturity determined by the Issuer, at a redemption price equal to one hundred percent (100%) of the principal amount to be redeemed, plus accrued interest to the date of redemption, and without premium.

The Series 2022 Bonds are also subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, on [_____] of the years and in the principal amounts set forth below, and without premium:

<u>Year</u>	<u>Principal Amount</u>
	\$

*

*Final Maturity

If fewer than all of the Series 2022 Bonds at the time outstanding are to be called for redemption, the maturities of Series 2022 Bonds or portions thereof to be redeemed shall be selected by the Trustee at the direction of the Issuer. If fewer than all of the Series 2022 Bonds within a maturity are to be redeemed, the Trustee shall apply moneys available for redemption on a pro rata basis, based on the respective portion of the principal amount

of Series 2022 Bonds held by the respective owners of the Series 2022 Bonds within such maturity that shall be redeemed.

In the event any of the Series 2022 Bonds are called for redemption as aforesaid, notice thereof identifying the Series 2022 Bonds to be redeemed will be given by mailing a copy of the redemption notice by first-class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Series 2022 Bonds to be redeemed at the address shown on the registration books (unless waived by any holder); provided, however, that failure to give such notice by mailing, or any defect therein with respect to any registered Series 2022 Bond, shall not affect the validity of any proceedings for the redemption of other Series 2022 Bonds. Redemption of any maturity of the Series 2022 Bonds shall be allocated on a pro rata basis, based upon the principal amount of such maturity held by the registered owners thereof.

All Series 2022 Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time, and shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

The Series 2022 Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof. The Series 2022 Bonds, as to both principal and interest, are not an obligation or liability of the Issuer, the State of Indiana or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer payable solely and only from the TIF Revenues pledged and assigned for their payment in accordance with the Indenture. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of or interest on the Series 2022 Bonds. The Series 2022 Bonds do not grant to the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of or interest on the Series 2022 Bonds. The Issuer has no taxing power with respect to the Series 2022 Bonds. No covenant or agreement contained in the Series 2022 Bonds or the Indenture shall be deemed to be a covenant or agreement of the City of Fort Wayne Redevelopment Commission (the "Redevelopment Commission"), the City of Fort Wayne Economic Development Commission (the "Economic Development Commission"), the Issuer or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Economic Development Commission, the Issuer nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer executing the Series 2022 Bonds shall be liable personally on the Series 2022 Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2022 Bonds.

The holder of this Series 2022 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Indenture. The Issuer's obligation to pay TIF Revenues shall not be subject to acceleration.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the laws of the State of Indiana and under the Indenture precedent to and in the issuance of this Series 2022 Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 2022 Bond have been duly authorized by the Issuer.

This Series 2022 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Fort Wayne, Indiana, has caused this Series 2022 Bond to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and its corporate seal to be hereunto affixed manually or by facsimile and attested to by the manual or facsimile signature of its Clerk, all as of this ____ day of _____, 2022.

CITY OF FORT WAYNE, INDIANA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Series 2022 Bond is one of the Series 2022 Bonds described in the within-mentioned Indenture.

_____,
as Trustee

By: _____
Authorized Officer

Date of Authentication and Delivery:

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Please Print or Typewrite Name and Address) the within Series 2022 Bond and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Series 2022 Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

SIGNATURE GUARANTEED:

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

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Series 2022 Bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

UNIF TRAN MIN ACT -- _____ Custodian _____
(Cust) (Minor)

under Uniform Transfers to Minors Act, _____
(State)

TEN COM -- as tenants in common
JT TEN -- as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

(End of Series 2022 Bond Form)

Section 2.7. Delivery of Series 2022 Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee the Series 2022 Bonds in the aggregate principal amount of _____ Dollars (\$_____). The Trustee shall authenticate such Series 2022 Bonds and deliver them to the purchasers thereof upon receipt of:

(a) A copy, duly certified by the Clerk of the Issuer, of the Bond Ordinance adopted and approved by the Common Council of the City of Fort Wayne, Indiana, authorizing the execution and delivery of the Financing Agreement and this Indenture and the issuance of the Series 2022 Bonds;

(b) Executed counterparts of the Financing Agreement and this Indenture;

(c) A written request of the Issuer to the Trustee requesting the Trustee to authenticate, or cause to be authenticated, and deliver the Series 2022 Bonds in the

aggregate principal amount of _____ Dollars (\$ _____), to the purchasers thereof; and

(d) Such other documents as shall be required by bond counsel.

The proceeds of the Series 2022 Bonds shall be paid over to the Trustee and deposited to the credit of various Funds as hereinafter provided under Section 3.1 hereof.

Section 2.8. Mutilated, Lost, Stolen or Destroyed Series 2022 Bonds. In the event any Series 2022 Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Series 2022 Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided, that in the case of any mutilated Series 2022 Bond, such mutilated Series 2022 Bond shall first be surrendered to the Issuer, and in the case of any lost, stolen or destroyed Series 2022 Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it.

In the event any such Series 2022 Bond shall have matured, instead of issuing a duplicate Series 2022 Bond, the Issuer may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed Series 2022 Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. The Trustee may charge the holder or owner of such Series 2022 Bond with their reasonable fees and expenses in this connection. Any Series 2022 Bond issued pursuant to this Section 2.8 shall be deemed part of the original series of Series 2022 Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.9. Registration and Exchange of Series 2022 Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the transfer of the Series 2022 Bonds as provided in this Indenture to be kept by the Trustee which is hereby constituted and appointed the registrar of the Issuer. Upon surrender for transfer of any fully registered Series 2022 Bond at the principal office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Series 2022 Bond or Series 2022 Bonds of the same maturity for a like aggregate principal amount. The execution by the Issuer of any fully registered Series 2022 Bond of any denomination shall constitute full and due authorization of such denomination so long as such denomination is authorized pursuant to this Indenture, and the Trustee shall thereby be authorized to authenticate and deliver such registered Series 2022 Bond. The Trustee shall not be required to transfer or exchange any fully registered Series 2022 Bond during the period between the Record Date and any Interest Payment Date of such Series 2022 Bond, nor to transfer or exchange any Series 2022 Bond after the mailing of notice calling such Series 2022 Bond for redemption has been made, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Series 2022 Bonds. Notwithstanding anything herein to the contrary, (a) no Series 2022 Bond may be transferred in a principal amount less than One Hundred Thousand Dollars (\$100,000), and (b) prior to any transfer, each transferee shall be required to execute a "sophisticated investor letter" in a form acceptable to the Controller of the Issuer.

As to any fully registered Series 2022 Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or interest thereon, shall be made only to or upon the order of the registered owner thereof or its legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2022 Bond to the extent of the sum or sums so paid.

(End of Article II)

ARTICLE III.

APPLICATION OF SERIES 2022 BOND PROCEEDS

Section 3.1. Deposit of Funds. The Issuer shall deposit the proceeds from the sale of the Series 2022 Bonds in a separate fund to be known as the "Electric Works Project Fund" (the "Project Fund"). Disbursements from the Series 2022 Bond Fund and the Project Fund are to be made in accordance with the provisions of Article IV of this Indenture.

(End of Article III)

ARTICLE IV.

REVENUE AND FUNDS

Section 4.1. Source of Payment of the Series 2022 Bonds. The Series 2022 Bonds herein authorized and all payments to be made by the Issuer hereunder are not general obligations of the Issuer but are limited obligations payable solely and only from the TIF Revenues pledged and assigned for their payment in accordance with this Indenture. No covenant or agreement contained in the Series 2022 Bonds or this Indenture shall be deemed to be a covenant or agreement of the Issuer or of any member, director, officer, agent, attorney or employee of the Issuer in his or her individual capacity, and neither the Issuer nor any member, director, officer, agent, attorney or employee of the Issuer executing the Series 2022 Bonds shall be liable personally on the Series 2022 Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2022 Bonds.

Section 4.2. Series 2022 Bond Fund. The Trustee shall establish and maintain, so long as any of the Series 2022 Bonds are outstanding, a separate fund to be known as the "Series 2022 Bond Fund." Money in the Series 2022 Bond Fund shall be applied as provided in this Section 4.2.

There shall be deposited in the Series 2022 Bond Fund, as and when received, (a) TIF Revenues in a combined amount not to exceed the payments due on the Series 2022 Bonds on the next succeeding [_____] or [____]; and (b) all other moneys received by the Trustee which are required to be paid, or which are accompanied by directions that such moneys are to be paid, into the Series 2022 Bond Fund. Subject to the other provisions of this Indenture and the provisions of the Financing Agreement, the Issuer hereby covenants and agrees that so long as any of the Series 2022 Bonds issued hereunder are outstanding it will deposit, or cause to be paid to the Trustee for deposit in the Series 2022 Bond Fund for its account, sufficient sums from revenues and receipts derived from the TIF Revenues, promptly to meet and pay the principal of and interest on the Series 2022 Bonds as the same become due and payable. Nothing herein should be construed as requiring the Issuer to deposit or cause to be paid to the Trustee for deposit in the Series 2022 Bond Fund, funds from any source other than receipts derived from the TIF Revenues.

The Controller of the Issuer shall set aside immediately upon receipt the TIF Revenues into the Issuer's Allocation Fund for the Allocation Area as created by Indiana Code 36-7-14-39. The Controller of the Issuer shall transfer from the Allocation Fund TIF Revenues to the Trustee in an amount sufficient to pay the amount due on the Series 2022 Bonds on the next succeeding [_____] or [_____]. The Trustee is hereby directed to deposit such TIF Revenues into the Series 2022 Bond Fund in the manner prescribed in this Section 4.2 and in Section 4.4 hereof. Moneys in the Series 2022 Bond Fund shall be used by the Trustee to pay the interest on and principal of the Series 2022 Bonds as the same becomes due.

All moneys in the Series 2022 Bond Fund shall be used by the Trustee solely to pay the interest on and principal of the Series 2022 Bonds as the same becomes due at maturity, redemption or upon acceleration.

Section 4.3. Project Fund. The Issuer shall establish with the Trustee a separate fund to be known as the Project Fund, to the credit of which deposits are to be made as required by the provisions of Section 3.1 hereof.

(a) On the date of issuance of the Series 2022 Bonds, the costs of issuance of the Series 2022 Bonds shall be paid from the Project Fund to the entities set forth in Exhibit A attached hereto by wire transfer on the closing date. Execution of this Indenture shall be authorization for these payments. Such costs of issuance to be paid from the Project Fund shall not exceed in aggregate the amount of _____ Dollars (\$_____).

(b) [Project Fund Disbursement language to be added].

Section 4.4. TIF Revenues.

(a) Subject to Section 4.2 hereof, on or before each [January ____ and July ____], commencing [_____, 20____], the Issuer shall transfer to the Series 2022 Bond Fund the TIF Revenues, but no more than shall be necessary for the payment of the Series 2022 Bonds on the immediately succeeding [_____] or [_____] plus annual Trustee fees, if any, due on such [_____] or [_____] (taking into consideration any amounts currently deposited therein). Any amounts remaining in the Series 2022 Bond Fund after each [_____] and [_____] payment with respect to the Series 2022 Bonds shall remain in the Series 2022 Bond Fund and shall be applied to the next payment with respect to the Series 2022 Bonds.

(b) Any TIF Revenues remaining in the Allocation Fund on each [January ____] after satisfying the requirements of subparagraph (a) of this Section 4.4 shall, at the sole discretion of the Redevelopment Commission, be used for such expenditures as authorized by law, as determined by the Redevelopment Commission that are in, serving or benefiting the Allocation Area.

Section 4.5. Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the Issuer or of the Company. Such moneys shall be held in trust and applied in accordance with the provisions of this Indenture.

Section 4.6. Investment. Moneys on deposit in the Funds established in this Article IV shall be invested as provided in Section 6.7 hereof.

(End of Article IV)

ARTICLE V.

REDEMPTION OF SERIES 2022 BONDS BEFORE MATURITY

Section 5.1. Optional Redemption. The Series 2022 Bonds are subject to optional redemption by the Issuer, at any time on or after _____, 20____, upon at least thirty (30) days' written notice, in whole or in part, at a price of one hundred percent (100%) of the principal amount thereof to be redeemed, plus interest accrued to the redemption date, and without premium.

Section 5.2. Mandatory Redemption.

(a) Mandatory Sinking Fund Redemption. The Series 2022 Bonds are also subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest on [_____] of the years and in the principal amounts set forth below, and without premium:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
	\$		\$

*

*Final Maturity

The Trustee shall credit against the mandatory sinking fund requirement for the Series 2022 Bonds, and corresponding mandatory redemption obligation, in the order determined by the Issuer, any Series 2022 Bonds which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Trustee for cancellation or purchased for cancellation by the Trustee and not theretofore applied as a credit against any redemption obligation. Each Series 2022 Bond so delivered or canceled shall be credited by the Trustee at one hundred percent (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 Series 2022 Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Trustee shall only credit such Series 2022 Bonds to the extent received on or before sixty (60) days preceding the applicable mandatory redemption date and stated above.

Section 5.3. Notice of Redemption. In the case of redemption of Series 2022 Bonds pursuant to Section 5.1 or 5.2 hereof, notice of the call for any such redemption identifying the

Series 2022 Bonds, or portions of fully registered Series 2022 Bonds, to be redeemed shall be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption, to the registered owner of each Series 2022 Bond to be redeemed at the address shown on the registration books (unless waived by any holder). Such notice of redemption shall specify the redemption date, redemption price, interest rate, maturity date and the name and address of the Trustee, and, in the event of a partial redemption, the Series 2022 Bond numbers and called amounts of each Series 2022 Bond; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any such registered Series 2022 Bond shall not affect the validity of any proceedings for the redemption of other Series 2022 Bonds.

On and after the redemption date specified in the aforesaid notice, such Series 2022 Bonds, or portions thereof, thus called shall not bear interest, shall no longer be protected by this Indenture and shall not be deemed to be outstanding under the provisions of this Indenture, and the holders thereof shall have the right only to receive the redemption price thereof plus accrued interest thereon to the date fixed for redemption.

Section 5.4. Cancellation. All Series 2022 Bonds which have been redeemed in whole shall be canceled and cremated or otherwise destroyed by the Trustee and shall not be reissued and a counterpart of the certificate of cremation or other destruction evidencing such cremation or other destruction shall be furnished by the Trustee to the Issuer.

Section 5.5. Redemption Payments. Prior to the date fixed for redemption, funds shall be deposited with the Trustee to pay, and the Trustee is hereby authorized and directed to apply such funds to the payment of the Series 2022 Bonds or portions thereof called, together with accrued interest thereon to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on the Series 2022 Bonds thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Series 2022 Bond until such Series 2022 Bond shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.8 hereof with respect to any mutilated, lost, stolen or destroyed Series 2022 Bond.

Section 5.6. Partial Redemption of Series 2022 Bonds. If fewer than all of the Series 2022 Bonds at the time outstanding are to be called for redemption, the maturities of the Series 2022 Bonds or portions thereof to be redeemed shall be selected by the Trustee at the direction of the Issuer. If fewer than all of the Series 2022 Bonds within a maturity are to be redeemed, the Trustee shall apply moneys available for redemption on a pro rata basis based on the respective portion of the principal amount of the Series 2022 Bonds within such maturity that shall be redeemed. The Trustee shall call for redemption in accordance with the foregoing provisions as many Series 2022 Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Series 2022 Bonds or portions thereof shall be redeemed only in One Thousand Dollar (\$1,000) denominations.

If less than the entire principal amount of any registered Series 2022 Bond then outstanding is called for redemption, then upon notice of redemption given as provided in Section 5.3 hereof, the owner of such registered Series 2022 Bond shall forthwith surrender such Series 2022 Bond to the Trustee in exchange for (a) payment of the redemption price of, plus accrued interest on the principal amount called for redemption, and (b) a new Series 2022 Bond

or Series 2022 Bonds of like series in an aggregate principal amount equal to the unredeemed balance of the principal amount of such registered Series 2022 Bond which shall be issued without charge therefor.

(End of Article V)

ARTICLE VI.

GENERAL COVENANTS

Section 6.1. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of and interest on every Series 2022 Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Series 2022 Bonds, according to the true intent and meaning thereof. The principal of and interest on the Series 2022 Bonds are payable solely and only from the TIF Revenues [which payments are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified], and nothing in the Series 2022 Bonds or in this Indenture should be considered as pledging any other funds or assets of the Issuer. **The Series 2022 Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof. The Series 2022 Bonds, as to both principal and interest, are not an obligation or liability of the Issuer, the State of Indiana or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer payable solely and only from the TIF Revenues pledged and assigned for their payment in accordance with this Indenture. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of or interest on the Series 2022 Bonds. The Series 2022 Bonds do not grant to the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of or interest on the Series 2022 Bonds. The Issuer has no taxing power with respect to the Series 2022 Bonds. No covenant or agreement contained in the Series 2022 Bonds or this Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the Economic Development Commission, the Issuer or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Economic Development Commission, the Board of Commissioners, the Issuer nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer executing the Series 2022 Bonds shall be liable personally on the Series 2022 Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2022 Bonds.**

Section 6.2. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Series 2022 Bond executed, authenticated and delivered hereunder and in all proceedings of its members pertaining thereto. The Issuer represents that it is duly authorized under the constitution and laws of the State of Indiana to issue the Series 2022 Bonds authorized hereby and to execute this Indenture, and to pledge the TIF Revenues and assign the Financing Agreement in the manner and to the extent herein set forth; that all action on its part for the issuance of the Series 2022 Bonds and the execution and delivery of this

Indenture has been duly and effectively taken; and that the Series 2022 Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws, judicial decisions and principles of equity relating to or affecting creditors' rights generally and subject to the valid exercise of the constitutional powers of the Issuer, the State of Indiana and the United States of America.

Section 6.3. Ownership; Instruments of Further Assurance. The Issuer represents that at the time of the pledge and assignment thereof that such pledge and assignment and the assignment of the Financing Agreement to the Trustee hereby made will be valid and lawful. The Issuer covenants that it will defend its interest in the Financing Agreement to the Trustee, for the benefit of the holders and owners of the Series 2022 Bonds against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Trustee, the Financing Agreement and all payments thereon and thereunder pledged hereby to the payment of the principal of and interest on the Series 2022 Bonds.

Section 6.4. Filing of Indenture, Financing Agreement and Security Instruments. The Issuer, upon the written direction of the Company, shall cause this Indenture, the Financing Agreement and all supplements thereto as well as such other security instruments, financing statements and all supplements thereto and other instruments as may be required from time to time to be filed in such manner and in such places as may be required by law in order to fully preserve and protect the lien hereof and the security of the holders and owners of the Series 2022 Bonds and the rights of the Trustee hereunder.

Section 6.5. List of Series 2022 Bondholders. The Trustee will keep on file at the principal office of the Trustee a list of names and addresses of the holders of all Series 2022 Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Company or by holders and/or owners (or a designated representative thereof) of twenty-five percent (25%) or more in principal amount of Series 2022 Bonds then outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 6.6. Rights Under Financing Agreement. The Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Financing Agreement (except the rights reserved to the Issuer under Section 3.1 thereof) for and on behalf of the Series 2022 Bondholders, whether or not the Issuer is in default hereunder.

Section 6.7. Investment of Funds. Moneys in the Series 2022 Bond Fund and the Project Fund may be invested in Qualified Investments, to the extent and in the manner provided for in Section 3.10 of the Financing Agreement. The Trustee shall not be liable or responsible for any loss resulting from any such investment. All income derived from the investment of moneys on deposit in such Fund shall be deposited in or credited to and any loss resulting from such investment will be charged to the corresponding Fund from which such investment was made.

Section 6.8. Non-presentment of Series 2022 Bonds. In the event any Series 2022 Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay any such Series 2022 Bond shall have been made available to the Trustee for the benefit of the holder or holders thereof, all liability of the Issuer to the holder thereof for the payment of such Series 2022 Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for five (5) years without liability for interest thereon, for the benefit of the holder of such Series 2022 Bond, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, such Series 2022 Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Series 2022 Bonds within five (5) years after the date on which the same shall become due shall be repaid by the Trustee to the Issuer and thereafter Series 2022 Bondholders shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 6.9. Direction of Series 2022 Bondholders. Whenever any action, direction or consent is required of the Trustee, the Trustee shall consult with the holders of the Series 2022 Bonds and shall take such action, give such direction or give such consent as shall be directed by the Requisite Bondholders.

(End of Article VI)

ARTICLE VII.

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. Subject to the provisions of the Bond Purchase Agreement, each of the following events is hereby declared an "event of default" hereunder:

(a) Payment of any amount payable on the Series 2022 Bonds shall not be made when the same is due and payable; or

(b) Any event of default as defined in Section 5.1 of the Financing Agreement (other than an event of default as defined in Section 5.1(a)(v) of the Financing Agreement) shall occur and be continuing; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Series 2022 Bonds or in this Indenture or any agreement supplemental hereof on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer and the Company by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the holders of all of the Series 2022 Bonds then outstanding hereunder; or

(d) The Issuer shall fail to apply collected TIF Revenues as required by Article IV of this Indenture.

Section 7.2. Acceleration.

(a) Upon the happening of an event of default specified in Section 7.1(a) or Section 7.1(b) hereof and the continuance of the same for the period, if any, specified in said Section 7.1(a) or Section 7.1(b), the Trustee may, and shall if directed by the Requisite Bondholders, by notice in writing delivered to the Issuer, declare the entire unpaid principal amount of the Series 2022 Bonds then outstanding and the interest accrued thereon to be immediately due and payable.

(b) Upon the happening of an event of default specified in Section 7.1(c) or Section 7.1(d) hereof and the continuance of the same for the period, if any, specified in said Section 7.1(c) or Section 7.1(d), the Trustee may declare the entire unpaid principal amount of the Series 2022 Bonds then outstanding and the interest accrued thereon to be immediately due and payable, but only if the Trustee receives the express written approval of the Requisite Bondholders and provides notice in writing delivered to the Issuer.

(c) Notwithstanding subsections (a) and (b) of this Section 7.2, the Issuer's obligation to pay TIF Revenues shall not be subject to acceleration under any circumstances or upon the happening of any event of default under this Indenture.

Section 7.3. Remedies; Rights of Series 2022 Bondholders.

(a) If an event of default occurs, the Trustee may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of and interest on the Series 2022 Bonds then outstanding, to enforce any obligations of the Issuer hereunder or of the Company under the Financing Agreement.

(b) Upon the occurrence of an event of default, and if directed so to do by the Requisite Bondholders and indemnified as provided in Section 8.1(k) hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Article VII as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Series 2022 Bondholders.

(c) No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Series 2022 Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Series 2022 Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

(d) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time as may be deemed expedient.

(e) No waiver of any event of default hereunder, whether by the Trustee or by the Series 2022 Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

Section 7.4. Right of Series 2022 Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the holders of all Series 2022 Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided that the Trustee is obligated to pursue its remedy under the provisions of Section 7.2 hereof before any other remedies are sought.

Section 7.5. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VII shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee or the Issuer, be deposited in the Series 2022 Bond Fund and all moneys in the Series 2022 Bond Fund, shall be applied as follows:

(a) Unless the principal of all the Series 2022 Bonds shall have been declared due and payable, all such moneys shall be applied:

First: To the payment to the persons entitled thereto of all installments of

interest then due on the Series 2022 Bonds in the order of the maturity of the installments of such interest, and if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discriminations or privilege;

Second: To the payment to the persons entitled thereto of the unpaid principal of the Series 2022 Bonds which shall have become due (other than Series 2022 Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Series 2022 Bonds from the respective dates upon which they become due, and if the amount available shall not be sufficient to pay in full Series 2022 Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto, without any discrimination or privilege; and

Third: To the payment of the balance, if any, to the Issuer for payment into the Allocation Fund; or to whomsoever may be lawfully entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct.

(b) If the principal of all the Series 2022 Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Series 2022 Bonds without preference or priority of principal over interest or of interest over any other installment of interest, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Series 2022 Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article VII then, subject to the provisions of subsection (b) of this Section 7.5 in the event that the principal of all the Series 2022 Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section 7.5.

Whenever moneys are to be applied pursuant to the provisions of this Section 7.5, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the holder of any Series 2022 Bond until such Series 2022 Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 7.6. Remedies Vested In Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Series 2022 Bonds may be enforced by the Trustee without the possession of any of the Series 2022 Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Series 2022 Bonds, and any recovery of judgment shall, subject to the provisions of Section 7.5 hereof, be for the equal benefit of the holders of the outstanding Series 2022 Bonds.

Section 7.7. Rights and Remedies of Series 2022 Bondholders. No holder of any Series 2022 Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for any other remedy hereunder, unless a default has occurred of which the Trustee has been notified or is deemed to have notice as provided in Section 8.1(g) hereof, nor unless also such default shall have become an event of default and the holders of all Series 2022 Bonds then outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1(k) hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for any other remedy hereunder; it being understood and intended that no one or more holders of the Series 2022 Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the holders of all Series 2022 Bonds then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Series 2022 Bondholder to enforce the covenants of the Issuer to pay the principal of and interest on each of the Series 2022 Bonds issued hereunder to the respective holders thereof at the time and place, from the source and in the manner in said Series 2022 Bonds expressed.

Section 7.8. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Company and the Trustee shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.9. Waivers of Events of Default. The Trustee shall waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Series 2022 Bonds, but only upon the written request of the holders of (1) all the Series 2022 Bonds then outstanding in respect of which default in the payment of principal or interest exists, or (2) all Series 2022 Bonds then outstanding in the case of any other default; provided, however, that, subject to Section 4.2 hereof, there shall not be waived (a) any event of

default in the payment of the principal of any outstanding Series 2022 Bonds at the date of maturity specified therein, or (b) any default in the payment when due of the interest on any such Series 2022 Bonds unless prior to such waiver or rescission, arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Series 2022 Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal when due, as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Series 2022 Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

(End of Article VII)

ARTICLE VIII.

THE TRUSTEE

Section 8.1. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but no implied covenants or obligations shall be read into this Indenture against the Trustee.

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or if appointed through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer or the Company). The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Series 2022 Bonds (except in respect to the certificate of the Trustee endorsed on the Series 2022 Bonds), or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Series 2022 Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer or on the part of the Company under the Financing Agreement; but the Trustee may require of the Issuer or the Company full information and advice as to the performance of the covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed. The Trustee shall have no obligation to perform any of the duties of the Issuer under the Financing Agreement, and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions of this Indenture.

(c) The Trustee shall not be accountable for the use of any Series 2022 Bonds authenticated by it or delivered hereunder. The Trustee may become the owner of Series 2022 Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Series 2022 Bond, shall be conclusive and binding upon

all future owners of the same Series 2022 Bond and upon Series 2022 Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer or the Company by its duly authorized officers as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified or is deemed to have notice as provided in subsection (g) of this Section 8.1, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Issuer or the Company under its seal to the effect that an ordinance or resolution in the form therein set forth has been adopted by the Issuer or the Company as conclusive evidence that such ordinance or resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct; provided, however, that the provisions of this subsection shall not affect the duties of the Trustee hereunder, including the provisions of Article VII hereof.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any event of default hereunder (other than payment of the principal and interest on the Series 2022 Bonds) unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the holders of at least twenty-five percent (25%) in aggregate principal amount of all Series 2022 Bonds then outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(h) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect the Project, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Series 2022 Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by

the Trustee, deemed desirable for the authentication of any Series 2022 Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(k) Before taking any action under this Section 8.1, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any action so taken. Such indemnity shall survive the termination of this Indenture.

(l) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(m) If any event of default under this Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs.

Section 8.2. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. Annual Trustee fees shall be paid from TIF Revenues, to the extent available. Upon an event of default, but only upon an event of default, the Trustee shall have a right of payment prior to payment on account of interest on or principal of any Series 2022 Bond for the foregoing advances, fees, costs and expenses incurred.

Section 8.3. Notice to Series 2022 Bondholders if Default Occurs. If an event of default occurs of which the Trustee is by Section 8.1(g) hereof required to take notice or if notice of an event of default be given as in said Section 8.1(g) provided, then the Trustee shall give written notice thereof by registered or certified mail to the last known holders of all Series 2022 Bonds then outstanding shown by the list of Series 2022 Bondholders required by the terms of this Indenture to be kept at the office of the Trustee.

Section 8.4. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of holders of the Series 2022 Bonds, the Trustee may intervene on behalf of Series 2022 Bondholders and, subject to the provisions of Section 8.1(k) hereof, shall do so if requested in writing by the owners of at least twenty-five percent (25%) in aggregate principal amount of all Series 2022 Bonds then outstanding. The rights and obligations of the Trustee under this Section 8.4 are subject to the approval of a court of competent jurisdiction.

Section 8.5. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or

transfer to which it is a party, *ipso facto*, shall be and become a successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty (30) days' written notice to the Issuer and by registered or certified mail to each registered owner of Series 2022 Bonds then outstanding as shown by the list of Series 2022 Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Trustee by the Series 2022 Bondholders or by the Issuer. Such notice to the Issuer may be served personally or sent by registered or certified mail.

Section 8.7. Removal of the Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by all the Series 2022 Bondholders.

Section 8.8. Appointment of Successor Trustee by the Series 2022 Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Series 2022 Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Issuer, by an instrument executed by one of its duly authorized officers, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Series 2022 Bondholders in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Series 2022 Bondholders. Every such Trustee appointed pursuant to the provisions of this Section 8.8 shall be a trust company or bank, having a reported capital and surplus of not less than Fifty Million Dollars (\$50,000,000) if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 8.9. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged

and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article VIII shall be filed by the successor Trustee in each office, if any, where this Indenture shall have been filed.

Section 8.10. Trustee Protected in Relying Upon Resolutions, etc. Subject to the conditions contained herein, the resolutions, ordinances, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

(End of Article VIII)

ARTICLE IX.

SUPPLEMENTAL INDENTURES

Section 9.1. Supplemental Indentures Not Requiring Consent of Series 2022 Bondholders. The Issuer and the Trustee may without the consent of, or notice to, any of the Series 2022 Bondholders enter into an indenture or indentures supplemental to this Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture; or
- (b) To grant to or confer upon the Trustee for the benefit of the Series 2022 Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Series 2022 Bondholders or the Trustee or any of them; or
- (c) To subject to this Indenture additional revenues, properties or collateral; or
- (d) To make any other change in this Indenture which, in the judgment of the Trustee, is not to the prejudice of the Trustee, the Issuer or the holders of the Series 2022 Bonds; or
- (e) To modify, amend or supplement this Indenture in such manner as required to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and, if they so determine, to add to this Indenture such other terms, conditions and provisions as may be required by said Trust Indenture Act of 1939, as amended, or similar federal statute.

Section 9.2. Supplemental Indentures Requiring Consent of Series 2022 Bondholders. Exclusive of supplemental indentures covered by Section 9.1 hereof, and subject to the terms and provisions contained in this Section 9.2, and not otherwise, the Requisite Bondholders shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing in this Section 9.2 contained shall permit or be construed as permitting (except as otherwise permitted in this Indenture) (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Series 2022 Bonds, without the consent of the holder of such Series 2022 Bond, or (b) a reduction in the amount or extension of the time of any payment required by any sinking fund applicable to any Series 2022 Bonds without the consent of the holders of all the Series 2022 Bonds which would be affected by the action to be taken, or (c) the creation of any lien prior to or on a parity with the lien of this Indenture without the consent of the holders of all the Series 2022 Bonds at the time outstanding (except as permitted with respect to the TIF Revenues in the Pledge Resolution), or (d) a

reduction in the aforesaid aggregate principal amount of Series 2022 Bonds the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all the Series 2022 Bonds at the time outstanding which would be affected by the action to be taken, or (e) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (f) a privilege or priority of any Series 2022 Bond over any other Series 2022 Bond, or (g) the deprivation from the owners of any Series 2022 Bonds then outstanding of the lien thereby created.

(End of Article IX)

ARTICLE X.

AMENDMENTS TO THE FINANCING AGREEMENT

Section 10.1. Amendments, etc., to Financing Agreement Not Requiring Consent of Series 2022 Bondholders. The Issuer and the Trustee with the consent of the Company and the Downtown Electric Works Trust shall, without the consent of or notice to the Series 2022 Bondholders, consent to any amendment, change or modification of the Financing Agreement as may be required (i) by the provisions of the Financing Agreement and this Indenture, or (ii) for the purpose of curing any ambiguity or formal defect or omission therein, or (iii) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee, the Issuer or the holders of the Series 2022 Bonds.

Section 10.2. Amendments, etc., to Financing Agreement Requiring Consent of Series 2022 Bondholders. Except for the amendments, changes or modifications as provided in Section 10.1 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Financing Agreement without the written approval or consent of the Requisite Bondholders given and procured as in Section 9.2 hereof provided.

(End of Article X)

ARTICLE XI.

MISCELLANEOUS

Section 11.1. Satisfaction and Discharge. All rights and obligations of the Issuer and the Company under the Financing Agreement and this Indenture shall terminate, and such instruments shall cease to be of further effect, and the Trustee shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of this Indenture, and shall assign and deliver to the Company any moneys and investments in all Funds established hereunder (except moneys or investments held by the Trustee for the payment of principal of or interest on the Series 2022 Bonds and except for any TIF Revenues which shall be delivered to the Issuer) when:

- (a) All fees and expenses of the Trustee shall have been paid;
- (b) The Issuer and the Company shall have performed all of their covenants and promises in the Financing Agreement and in this Indenture; and
- (c) All Series 2022 Bonds theretofore authenticated and delivered (i) have become due and payable, or (ii) are to be retired or called for redemption under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee at the expense of the Issuer, or (iii) have been delivered to the Trustee canceled or for cancellation; and, in the case of (i) and (ii) above, there shall have been deposited with the Trustee either cash in an amount which shall be sufficient, or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee, shall be sufficient, to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Series 2022 Bonds and prior to the redemption date or maturity date thereof, as the case may be.

Notwithstanding the foregoing, none of the Series 2022 Bonds may be advance refunded if such advance refunding is not permitted by the laws of the State of Indiana.

Section 11.2. Application of Trust Money. All money or investments deposited with or held by the Trustee pursuant to Section 11.1 hereof shall be held in trust for the holders of the Series 2022 Bonds and applied by it, in accordance with the provisions of the Series 2022 Bonds and this Indenture, to the payment, either directly or through the Trustee, to the persons entitled thereto, of the principal and interest for whose payment such money has been deposited with the Trustee; but such money or obligations need not be segregated from other funds except to the extent required by law.

Section 11.3. Consents, etc., of Series 2022 Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be executed by the Series 2022 Bondholders may be in any number of concurrent writings of similar tenor and may be executed by such Series 2022 Bondholders in person or by agent appointed in writing; provided, however, that wherever this Indenture or the Financing Agreement requires that any

such consent or other action be taken by the holders of a specified percentage, fraction or majority of the Series 2022 Bonds outstanding, any such Series 2022 Bonds held by or for the account of the following persons shall not be deemed to be outstanding hereunder for the purpose of determining whether such requirement has been met: the Issuer, any of its members, the Company, or the directors, trustees, officers or members of the Company. For all other purposes, Series 2022 Bonds held by or for the account of such person shall be deemed to be outstanding hereunder. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Series 2022 Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of the holding by any person of Series 2022 Bonds transferable by delivery and the amounts and numbers of such Series 2022 Bonds and the date of the holding of the same, may be proved by a certificate executed by any trust company, bank or bankers, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust company or bank or to such banker, as the property of such party, the Series 2022 Bonds therein mentioned if such certificate shall be deemed by the Trustee to be satisfactory. The Trustee may, in its discretion, require evidence that such Series 2022 Bonds have been deposited with a bank, bankers or trust company, before taking any action based on such ownership. In lieu of the foregoing, the Trustee may accept other proofs of the foregoing as it shall deem appropriate.

For all purposes of this Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the holder of such Series 2022 Bond until the Trustee shall have received notice in writing to the contrary.

Section 11.4. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture, or the Series 2022 Bonds is intended or shall be construed to give to any person other than the parties hereto, the Company and the holders of the Series 2022 Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Company and the holders of the Series 2022 Bonds as herein provided.

Section 11.5. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any

other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

Section 11.6. Notices. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The Issuer[, the Company] and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Indenture. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Issuer: City of Fort Wayne, Indiana
200 East Berry Street, Suite 320
Fort Wayne, Indiana 46802
Attention: Executive Director, Dept. of Redevelopment

[To the Company: RTM Ventures, LLC

_____, _____
Attention: _____

To the Trustee: _____

_____, Indiana _____
Attention: Corporate Trust Department

Section 11.7. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8. Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State of Indiana.

Section 11.9. Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or interest on any of the Series 2022 Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future members, officer, directors, agents, attorneys or employees of the Issuer, or any incorporator, member, officer, director, agents, attorneys, employees or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, members, officers, directors, agents, attorneys, employees or trustees as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Series 2022 Bonds.

Section 11.10. Holidays. If any date for the payment of principal or interest on the Series 2022 Bonds is not a business day then such payment shall be due on the first business day thereafter.

(End of Article XI)

IN WITNESS WHEREOF, the City of Fort Wayne, Indiana, has caused these presents to be signed in its name and behalf by its Mayor and attested by its Clerk, and to evidence its acceptance of the trusts hereby created, _____ has caused these presents to be signed in its name and behalf by, and the same to be attested by, its duly authorized officers, all as of the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By: _____
Thomas C. Henry, Mayor

ATTEST:

Lana R. Keesling, Clerk

_____, as Trustee

By: _____
_____, _____

ATTEST:

_____, _____

EXHIBIT A
COSTS OF ISSUANCE

RESOLUTION NO. 01-20-2022

**RESOLUTION OF THE CITY OF FORT WAYNE
ECONOMIC DEVELOPMENT COMMISSION**

WHEREAS, the City of Fort Wayne Economic Development Commission (the "Commission") is a commission operating and existing under and pursuant to the authority of Indiana Code 36-7-11.9 and Indiana Code 36-7-12, each as amended (collectively, the "Act"); and

WHEREAS, the Commission is authorized by the Act to investigate, study and survey the need for job opportunities, industrial diversification, water services and pollution control facilities in the City of Fort Wayne, Indiana (the "City"), and to recommend action to improve or promote job opportunities, industrial diversification, water services and the availability of pollution control facilities in the City; and

WHEREAS, RTM Ventures, LLC has requested that the Commission and the City consider a proposal to finance under the Act a portion of an economic development facility project for the acquisition, construction, installation and equipping of (a) an approximately 311,000 square foot parking garage, (b) an approximately 308,000 square foot apartment building, and (c) an approximately 31,000 square foot commercial/retail space, all to be located at or adjacent to the "Electric Works" area within the City (collectively, the "Project"), to be located in the area within the City heretofore designated as the "Broadway–Taylor Economic Development Area" (the "Area"); and

WHEREAS, the Commission has studied the Project and the proposed financing of a portion of the Project and the effect thereof on the health, prosperity, economic stability and general welfare of the City and its citizens; and

WHEREAS, the creation of employment opportunities and additional payroll in the City to be achieved by the Project will be of benefit to the health, prosperity, economic stability and general welfare of the City and its citizens; and

WHEREAS, the Commission has held a public hearing for itself and on behalf of the Common Council of the City (the "Common Council"), duly noticed, in connection with the financing of a portion of the Project;

NOW, THEREFORE, BE IT RESOLVED, by the City of Fort Wayne Economic Development Commission as follows:

SECTION 1. The Commission finds that the proposed financing of the Project referred to in the form of (i) the Financing Agreement between RTM Ventures, LLC (or an affiliate thereof) and the City (the "Financing Agreement"), and (ii) the Trust Indenture between the City and a trustee to be selected by the Controller of the City (including the form of bond set forth in said Trust Indenture) (the "Trust Indenture," and together with the Financing Agreement, the "Financing Documents"), presented to this meeting complies with the purposes and provisions of the Act and will be of benefit to the health, prosperity, economic stability and general welfare of the City and its citizens.

SECTION 2. The proposed financing of a portion of the Project for RTM Ventures, LLC (or an affiliate thereof) and the substantially final forms of the Financing Documents relating to the issuance and sale of one or more series of taxable economic development revenue bonds of the City for such financing, in an aggregate principal amount not to exceed Thirty-Two Million Dollars (\$32,000,000) (the "Bonds"), along with the form of Ordinance to be adopted by the Common Council, as presented to this meeting, are hereby approved.

SECTION 3. The Mayor and the Controller of the City are authorized to make such changes in the Financing Documents without the subsequent approval of this Commission or of the Common Council as are necessary or appropriate to effect the intent of this Resolution and as are permissible under the Act, all to be evidenced by the execution of the Financing Documents by the Mayor of the City and the attestation thereof by the Controller or the Clerk of the City.

SECTION 4. The Commission has held a hearing open to the public and has heretofore considered whether the Project will have an adverse competitive effect on any similar facilities already constructed and operating in the City and has heretofore made certain findings of fact based upon the evidence presented, including that the Project will be of benefit to the health, prosperity, economic stability and general welfare of the City and its citizens and comply with the purposes and provisions of the Act and that the benefits to the public indicate that the Project should be supported by the issuance of the Bonds.

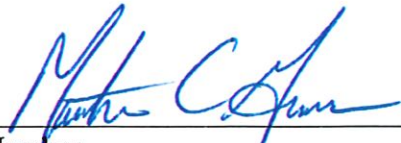
SECTION 5. The Commission hereby approves and ratifies the prior publication of the notice of public hearing regarding the Project required by Indiana Code 36-7-12-24(a).

SECTION 6. The Secretary of the Commission shall initial and then insert a copy of the forms of Financing Documents approved by this Resolution in the Minute Book of this Commission.

SECTION 7. A copy of this Resolution and the other documents approved by this Resolution and the form of Ordinance shall be presented in their substantially final forms by the Secretary of this Commission to the Clerk of the City for presentation to the Common Council.

Adopted this 20th day of January, 2022.

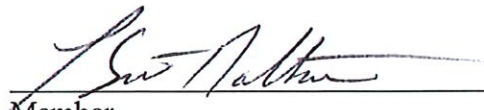
CITY OF FORT WAYNE ECONOMIC
DEVELOPMENT COMMISSION



Member



Member



Member

Member

Member