

June 25, 2015

PROJECT ASSIGNMENT
City of South Bend, Indiana

This document is a Project Assignment based on an agreement entered into between the City of South Bend – Department of Community Investment Office (the "DCI Office") (formerly, the Community & Economic Development Office) and Crowe Horwath LLP ("Crowe") dated February 3, 2010.

The title of this Project Assignment is: City of South Bend Refunding Bonds of 2015 ("Bonds")

The scope of financial advisory services provided by Crowe may include the following:

Analysis of Financing Alternatives

1. Provide evaluation of and recommendations regarding various financing alternatives available to the DCI Office. Provide recommendations relative to maturity schedules, call premiums, maximum coupon rates and arbitrage restrictions.
2. Prepare an analysis of the financing impact on the DCI Office's revenues based on various issuance sizes and maturities, if applicable.
3. Determine direct and overlapping community debt, debt ratios and per capita ratios for the purpose of establishing limitations, if any, and credit capabilities.

Planning and Financial Structuring

1. Prepare for and attend up to two (2) public meetings to inform the public about the cost and tax rate effects, if any, of the Bonds.
2. Communicate with local counsel and bond counsel concerning legal and financial timetables and necessary documentation.
3. Negotiate with banks, institutions and insurance companies with respect to credit enhancement, if deemed appropriate.
4. Prepare Request for Proposal (RFP) for Trustee, Registrar and Paying Agent services, as needed, and analyze responses.

Disclosure and Presentations

1. Participate in due diligence investigations as required in connection with the client's disclosure obligations under SEC regulations including Rule 10(b)(5) and the Securities Acts of 1933 and 1934, as well as the disclosure rules applicable to governmental issuers under SEC Rule 15c2-12.

2. Prepare an Official Statement for sale of securities at competitive bid or negotiated basis, including Preliminary or Nearly Final and Final Official Statements.
3. Apply for and manage data presentations relative to request for credit ratings by Moody's Investors Service, Standard & Poor's and/or Fitch Ratings, if required.
4. Appear before State regulatory departments and agencies, if necessary.

Sale, Closing and Follow-Through

1. Participate in pricing calls on behalf of the DCI Office if the sale of the Bonds is negotiated; accept, evaluate and award bids for the Bonds on behalf of the DCI Office if sold competitively.
2. Arrange for closing of sale and transfer of funds.
3. Provide a recommendation on investment alternatives available for bond proceeds.
4. Provide advice on IRS arbitrage tracking and reporting requirements.
5. Provide advice on the development of an ongoing disclosure program to comply with secondary market disclosure rules.
6. Prepare post bond sale reporting documentation via Gateway to the Department of Local Government Finance (DLGF).

The fee for this project will be \$40,000 plus out-of-pocket expenses. Services requested which are outside the scope of services listed herein will be described and quoted separately. Should the project terminate prior to the issuance of the Bonds, we will invoice the DCI Office for the time and materials through the date of project termination. Otherwise, our fees can be paid from Bond proceeds.

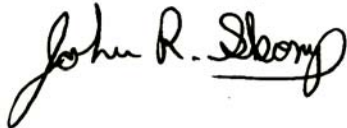
Out-of-pocket expenses paid by Crowe are billed to the client at cost. These expenses generally include, but are not limited to, communication, printing, binding, electronic marketing, evaluation software and travel expenses incurred on behalf of the client. Services requested which are outside the scope of services listed herein will be described and quoted separately.

Should there be any problems or unforeseen circumstances, we will notify the DCI Office's management and come to a mutual understanding of whether any additional fees will be involved before continuing.

Crowe will be acting in an individual capacity while performing services for the DCI Office and will not, unless otherwise indicated, be acting as agents, employees, partners, joint ventures or associates of the DCI Office.

In the event the DCI Office approves this amendment engagement of Crowe for this assignment, please sign, date and return the enclosed copy of this letter to us.

Respectfully submitted,



John R. Skomp

Agreed and Accepted:

CITY OF SOUTH BEND – DEPARTMENT OF COMMUNITY INVESTMENT OFFICE

By: _____

Date: _____