

Global Corporate Trust Services  
60 Livingston Avenue, EP-MN-WS3C  
St. Paul, MN 55107

usbank.com

March 1, 2017

Mr. John H Murphy, Assistant / Acting Controller  
City of South Bend, Indiana  
1400 County-City Building  
227 West Jefferson Blvd.  
South Bend, IN 46601

Re: South Bend Redevelopment Authority Lease Rental Revenue Refunding Bond of 2015 (Eddy Street Commons Project)

Dear Mr. Murphy:

This letter is being sent in advance of the due date of the following item(s) to assist you in providing us with the required documentation in a timely manner.

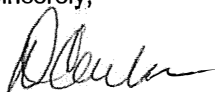
<b>Item</b>	<b><u>Document Reference</u></b>	<b><u>Due Date</u></b>
Exhibit B Officer's Certificate	First Supplemental Trust Agreement 6.03	03/31/2017

If the requested item(s) has been sent, you may disregard this letter.

If possible, please send your item(s) to us electronically in an unalterable portable document format (pdf).

We appreciate your attention to this matter. Please contact me at the telephone number or email address below to discuss any questions or concerns you may have regarding the content of this letter. You may also contact your Account Manager, T. Scott Fesler, at 317-264-2501.

Sincerely,



Diane Carlson  
Trust Review Analyst  
Telephone: 651-466-6288  
Facsimile: 651-466-7427  
Email: diane.carlson@usbank.com

Account Number: 263352000  
Tickler Number(s): 1338977

**EXHIBIT B**  
**OFFICER'S CERTIFICATE**

Reference is made to the Trust Agreement dated as of March 1, 2008, as amended (the "Governing Document"), between the South Bend Redevelopment Authority, a public body corporate and politic, organized and existing under Indiana Code 36-7-14.5, as amended (the "Company"), and U.S. Bank National Association, as trustee (the "Trustee").

The undersigned officer hereby certifies to the Trustee that:

(i) I have read all relevant sections of the Governing Documents relating to Insurance and the definitions relating thereto;

(ii) I have made such examination or investigation as is necessary or appropriate in order to make the statements contained herein;

(iii) I have made such examination or investigation as is necessary to enable me to express an informed opinion as to whether or not the terms, conditions and covenants in the Governing Documents with respect to insurance matters have been complied with; and

(iv) Based on examination and review of the Governing Documents, all of the terms, conditions and covenants set forth in the Governing Documents as they relate to Insurance matters have been satisfied and are in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SOUTH BEND REDEVELOPMENT AUTHORITY

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

Name:\_\_\_\_\_

Title:\_\_\_\_\_

shall make deposits into and payments to the United States of America from the Rebate Fund in the amounts and at the times set forth from time to time in the instructions of the Authority delivered by the Authority pursuant to its covenants under Section 3.05 of the Original Trust Agreement.

## ARTICLE VI

### AMENDMENTS TO ORIGINAL INDENTURE

**SECTION 6.01.** Deletion of Section 5.07(e). Section 5.07(e) of the Original Trust Agreement is hereby deleted.

**SECTION 6.02.** Amendment to Section 5.13. The Authority and the Trustee amend Section 5.13 of the Original Trust Agreement to read in its entirety as follows:

"The Authority covenants that it has entered into a valid and binding Lease of the Project to the Commission, and that a full, true and correct copy of said Lease is on file with the Trustee. The Authority covenants further that, upon any default in the payment of lease rental under the Lease, it will bring suit to mandate the governing board or officials of the Commission to levy a tax to pay the rental provided in said Lease, or take such other action to enforce the Lease as is reasonably requested by the Trustee, if such rental is more than fifteen (15) days in default. The Authority further covenants that (A) if any part of the Project shall be partially or totally destroyed or damaged, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or in part for use or occupancy by the Commission, or (B) if a title defect or any other event, such as the expiration or termination of a lease relating to any portion of the Project, shall exist or occur so as to render such portion unfit or unavailable, in whole or part, for use and occupancy by the Commission, the Authority shall enforce its agreement with the Commission under Section 2 of the Lease to cause the substitution of other public improvements of similar value as the portion of the Project so affected, which substitute improvements shall then constitute part of the Project under the Lease so that the rental payments will be sufficient to pay principal of and interest on the Bonds and to reimburse the Reserve Insurer all amounts due and payable to it.

Except for substitutions to the Project made pursuant to this Section and Section 2 of the Lease, the Authority covenants that it will not agree to any modification of the terms of said Lease which would impair or reduce the security of the holders of the Bonds described herein or agree to a termination thereof, or agree to a reduction of the lease rental provided for therein which would inhibit payment of debt service on the Bonds until all indebtedness

secured by this Agreement is fully paid, except upon compliance with the provisions of Section 10.02. The Authority further covenants that any modification permitted by this paragraph will be made only after a copy thereof has been filed with the Trustee. The Authority shall not agree to any modification of the terms of the Lease, to a termination of the Lease or a reduction of the lease rental without the express written consent of the Reserve Insurer."

**SECTION 6.03. Amendment to Section 6.03.** The Authority and the Trustee amend Section 6.03 of the Original Trust Agreement to read in its entirety as follows:

"Except as provided in Section 6.01(c), such insurance policies shall be maintained in insurance companies rated A+ or better by A.M. Best Company (or a comparable rating service if A.M. Best Company ceases to exist or rate insurance companies), and shall be countersigned by an agent of the insurer who is a resident of the State of Indiana. Not later than ninety (90) days after the end of its Fiscal Year, the Authority shall deliver to the Trustee a certificate in the form of Exhibit B hereto, signed by an officer of the Authority. If the Authority fails at any time to obtain or maintain at least the minimum insurance required under this Trust Agreement, it shall immediately notify the Trustee and the Reserve Insurer in writing of such failure. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of the insurance."

## **ARTICLE VII**

### **GENERAL COVENANTS AND PROVISIONS**

#### **SECTION 7.01. Tax Covenants.**

(a) **Preservation of Tax Exemption by the Authority.** The Authority hereby covenants and agrees to take all actions and not to fail to take any actions which are necessary in order to protect and preserve the excludability of the interest on the 2015 Bonds from gross income of the holders thereof under Section 103 of the Code for federal income tax purposes, in accordance with Section 5.08 of the Original Trust Agreement.

(b) **Preservation of Tax Exemption by the Trustee.** The Trustee covenants and agrees not to take any action or omit to take any action or permit any action or omission which is within its control to be taken or omitted which would, to its knowledge, impair the excludability of interest on any of the 2015 Bonds from gross income for federal income tax purposes; provided, that the Trustee shall not be deemed to have constructive knowledge of the Code.

(c) **Investment Covenants.** Without limiting paragraphs (a) and (b) of this Section 7.01, the Authority further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds of any 2015 Bonds or any other agreement or instrument entered into in connection therewith or with the issuance of the 2015



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March 1, 2017

Ms Elizabeth Leonard Inks, Director, Administration & Finance  
City of South Bend  
227 West Jefferson Blvd.  
Suite 1400 S.  
South Bend, IN 46601

Re: South Bend Redevelopment Authority Lease Rental Revenue Refunding Bonds, Series 2013 (Century Center Project)

Dear Ms Leonard Inks:

This letter is being sent in advance of the due date of the following item(s) to assist you in providing us with the required documentation in a timely manner.

<u>Item</u>	<u>Document Reference</u>	<u>Due Date</u>
Exhibit C of First Supplemental Trust Agreement	First Supplemental Trust Agreement 8.03	03/31/2017

If the requested item(s) has been sent, you may disregard this letter.

If possible, please send your item(s) to us electronically in an unalterable portable document format (pdf).

We appreciate your attention to this matter. Please contact me at the telephone number or email address below to discuss any questions or concerns you may have regarding the content of this letter. You may also contact your Account Manager, T. Scott Fesler, at 317-264-2501.

Sincerely,

Diane Carlson  
Trust Review Analyst  
Telephone: 651-466-6288  
Facsimile: 651-466-7427  
Email: diane.carlson@usbank.com  
Account Number: 207223000  
Tickler Number(s): 1235988

**EXHIBIT C**  
**OFFICER'S CERTIFICATE**

Reference is made to the Trust Agreement dated as of November 1, 2008, as amended (the "Governing Document"), between the South Bend Redevelopment Authority, a public body corporate and politic, organized and existing under Indiana Code 36-7-14.5, as amended (the "Company"), and U.S. Bank National Association, as trustee (the "Trustee").

The undersigned officer hereby certifies to the Trustee that:

- (i) I have read all relevant sections of the Governing Documents relating to Insurance and the definitions relating thereto;
- (ii) I have made such examination or investigation as is necessary or appropriate in order to make the statements contained herein;
- (iii) I have made such examination or investigation as is necessary to enable me to express an informed opinion as to whether or not the terms, conditions and covenants in the Governing Documents with respect to insurance matters have been complied with; and
- (iv) Based on examination and review of the Governing Documents, all of the terms, conditions and covenants set forth in the Governing Documents as they relate to Insurance matters have been satisfied and are in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

SOUTH BEND REDEVELOPMENT AUTHORITY

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

of a certificate or other document which does not strictly comply with the terms of the Reserve Policy.

**SECTION 7.08. Incorporation; Consent to Amend; Third Party Beneficiary.** The Authority shall fully observe, perform, and fulfill each of the provisions (as each of those provisions may be amended, supplemented, modified or waived with the prior written consent of the Insurer) of the Trust Agreement applicable to it, each of the provisions thereof being expressly incorporated into this Section by reference solely for the benefit of AGM as if set forth directly herein. No provision of the Trust Agreement, Lease or any other Related Document shall be amended, supplemented, modified or waived, without the prior written consent of AGM, in any material respect or otherwise in a manner that could adversely affect the payment obligations of the Authority or the Commission hereunder or the priority accorded to the reimbursement of Policy Costs under the Trust Agreement. The Insurer is hereby expressly made a third party beneficiary of the Trust Agreement, Lease and each other Related Document

**SECTION 7.09. Requests for Information.** The Authority covenants to provide to the Reserve Policy Provider, promptly upon request, any information regarding the Bonds or the financial condition and operations of the Authority or the Commission, as reasonably requested by the Reserve Policy Provider. The Authority will permit the Reserve Policy Provider to discuss the affairs, finances and accounts of the Authority or any information the Reserve Policy Provider may reasonably request regarding the security for the Bonds with appropriate officers of the Authority and will use commercially reasonable efforts to enable the Reserve Policy Provider to have access to the facilities, books and records of the Authority on any business day upon reasonable prior notice.

**SECTION 7.10. Notices.** Notices and other information to the Reserve Policy Provider shall be sent to the following address (or such other address as the Reserve Policy Provider may designate in writing): Assured Guaranty Municipal Corp., 31 West 52nd Street, New York, New York 10019 Attention: Risk Management Department – Public Finance– Surveillance, Re: Policy No. 215842-S.

## **ARTICLE VIII**

### **MISCELLANEOUS**

**SECTION 8.01. Amendment to Section 5.07.** The Authority and the Trustee amend Section 5.07 of the Original Trust Agreement to delete Section 5.07(c).

**SECTION 8.02. Amendment to Section 6.01.** The Authority and the Trustee amend Section 6.01 by replacing the “.” at the end of Section 6.01(b) with “; and” and adding at the end thereof the following:

- “(c) Public liability and property damage insurance in amounts customarily carried for similar properties.”

**SECTION 8.03. Amendment to Section 6.02.** The Authority and the Trustee amend Section 6.02 of the Original Trust Agreement to read in its entirety as follows:

“Except as provided in Section 6.01(c), such insurance policies shall be maintained in insurance companies rated B+ or better by A.M. Best Company (or a comparable rating service if A.M. Best Company ceases to exist or rate insurance companies), and shall be countersigned by an agent of the insurer who is a resident of the State of Indiana. Not later than ninety (90) days after the end of its Fiscal Year, the Authority shall deliver to the Trustee a certificate in the form of Exhibit C hereto, signed by an officer of the Authority. If the Authority fails at any time to obtain or maintain at least the minimum insurance required under this Trust Agreement, it shall immediately notify the Trustee in writing of such failure. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of the insurance.”

**SECTION 8.04. Survival of Original Trust Agreement.** Except to the extent modified, amended, or supplemented by this First Supplemental Trust Agreement, the Original Trust Agreement shall remain in full force and effect.

\* \* \* \* \*





Global Corporate Trust Services  
60 Livingston Avenue, EP-MN-WS3C  
St. Paul, MN 55107

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March 1, 2017

Ms Elizabeth Leonard Inks, Director, Administration & Finance  
City of South Bend  
227 West Jefferson Blvd.  
Suite 1400 S.  
South Bend, IN 46601

Re: South Bend Redevelopment Authority Lease Rental Revenue Bonds, Series 2011B (Century Center Project)

Dear Ms Leonard Inks:

This letter is being sent in advance of the due date of the following item(s) to assist you in providing us with the required documentation in a timely manner.

<u>Item</u>	<u>Document Reference</u>	<u>Due Date</u>
Insurance - Obligor's Compliance Certificate	First Supplemental Trust Agreement 7.05	03/31/2017

If the requested item(s) has been sent, you may disregard this letter.

If possible, please send your item(s) to us electronically in an unalterable portable document format (pdf).

We appreciate your attention to this matter. Please contact me at the telephone number or email address below to discuss any questions or concerns you may have regarding the content of this letter. You may also contact your Account Manager, T. Scott Fesler, at 317-264-2501.

Sincerely,

Diane Carlson  
Trust Review Analyst  
Telephone: 651-466-6288  
Facsimile: 651-466-7427  
Email: diane.carlson@usbank.com  
Account Number: 149537000  
Tickler Number(s): 1092539

information regarding the 2011 B Bonds and investments hereunder available to the Authority and shall make deposits into and payments to the United States of America from the Rebate Fund in the amounts and at the times set forth from time to time in the instructions of the Authority delivered by the Authority pursuant to its covenants under Section 5.12 of the Original Trust Agreement.

## ARTICLE VI

### GENERAL COVENANTS AND PROVISIONS

#### SECTION 6.01. Tax Covenants.

(a) Preservation of Tax Exemption by the Authority. The Authority hereby covenants and agrees to take all actions and not to fail to take any actions which are necessary in order to protect and preserve the excludability of the interest on the 2011 B Bonds from gross income of the holders thereof under Section 103 of the Code for federal income tax purposes, in accordance with Section 5.12 of the Original Trust Agreement.

(b) Preservation of Tax Exemption by the Trustee. The Trustee covenants and agrees not to take any action or omit to take any action or permit any action or omission which is within its control to be taken or omitted which would, to its knowledge, impair the excludability of interest on any of the 2011 B Bonds from gross income for federal income tax purposes; provided, that the Trustee shall not be deemed to have constructive knowledge of the Code.

(c) Investment Covenants. Without limiting paragraphs (a) and (b) of this Section 6.01, the Authority further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds of any 2011 B Bonds or any other agreement or instrument entered into in connection therewith or with the issuance of the 2011 B Bonds, including but not limited to the Authority's obligation, if any, to rebate certain funds to the United States of America, which would result in constituting any 2011 B Bonds "arbitrage bonds" within the meaning of Section 148 of the Code. The Authority further agrees that it will not act in any other manner which would adversely affect the excludability of the interest on any 2011 B Bonds from gross income for federal income tax purposes.

## ARTICLE VII

### MISCELLANEOUS

**SECTION 7.01.** Appointment of U.S. Bank National Association as Trustee. The Authority hereby appoints U.S. Bank National Association as the Trustee under the Trust Agreement to replace Wells Fargo Bank, N.A. Such appointment and replacement shall take effect as of August 15, 2011, the date of defeasance of the Prior Bonds. The Original Trust Agreement is hereby amended to replace "Wells Fargo Bank, N.A.", in each instance where referenced, with "U.S. Bank National Association".

**SECTION 7.02.** Bond Insurance. The provisions of Article XI of the Original Trust Agreement shall not apply to the 2011 B Bonds. The provisions of the said Article XI shall terminate upon the closing of the refunding of the Prior Bonds.

**SECTION 7.03.** Amendment to Section 5.07. The Authority and the Trustee amend Section 5.07 of the Original Trust Agreement to delete Section 5.07(c).

**SECTION 7.04.** Amendment to Section 6.01. The Authority and the Trustee amend Section 6.01 by replacing the “.” at the end of Section 6.01(b) with “; and” and adding at the end thereof the following:

“(c) Public liability and property damage insurance in amounts customarily carried for similar properties.”

**SECTION 7.05.** Amendment to Section 6.02. The Authority and the Trustee amend Section 6.02 of the Original Trust Agreement to read in its entirety as follows:

“Except as provided in Section 6.01(c), such insurance policies shall be maintained in insurance companies rated B+ or better by A.M. Best Company (or a comparable rating service if A.M. Best Company ceases to exist or rate insurance companies), and shall be countersigned by an agent of the insurer who is a resident of the State of Indiana. Not later than ninety (90) days after the end of its Fiscal Year, the Authority shall deliver to the Trustee a certificate in the form of Exhibit B hereto, signed by an officer of the Authority. If the Authority fails at any time to obtain or maintain at least the minimum insurance required under this Trust Agreement, it shall immediately notify the Trustee in writing of such failure. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of the insurance”

**SECTION 7.06.** Amendment to Section 12.02. The Authority and the Trustee amend Section 12.02 of the Original Trust Agreement to read in its entirety as follows:

“Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Trustee on the Authority shall be deemed to have been sufficiently give or served for all purposes, by being deposited, postage prepaid, in a United States Post Office letter box, addressed (until another address is filed in writing by the Authority with the Trustee for that purpose) as follow:

South Bend Redevelopment Authority  
1200 County-City Building  
227 West Jefferson Blvd.  
South Bend, Indiana 46601

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Authority on the Trustee shall be deemed to have been sufficiently given or served for all purposes, by being deposited, postage prepaid, in a United States Post Office letter box, addressed (until another address is filed in writing by the Trustee with the Authority for that purpose) as follows:

**EXHIBIT B**  
**OFFICER'S CERTIFICATE**

Reference is made to the Trust Agreement dated as of August 1, 2001, as amended (the "Governing Document"), between the South Bend Redevelopment Authority, a public body corporate and politic, organized and existing under Indiana Code 36-7-14.5, as amended (the "Company"), and U.S. Bank National Association, as trustee (the "Trustee").

The undersigned officer hereby certifies to the Trustee that:

(i) I have read all relevant sections of the Governing Documents relating to Insurance and the definitions relating thereto;

(ii) I have made such examination or investigation as is necessary or appropriate in order to make the statements contained herein;

(iii) I have made such examination or investigation as is necessary to enable me to express an informed opinion as to whether or not the terms, conditions and covenants in the Governing Documents with respect to insurance matters have been complied with; and

(iv) Based on examination and review of the Governing Documents, all of the terms, conditions and covenants set forth in the Governing Documents as they relate to Insurance matters have been satisfied and are in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SOUTH BEND REDEVELOPMENT AUTHORITY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Global Corporate Trust Services  
60 Livingston Avenue, EP-MN-WS3C  
St. Paul, MN 55107

usbank.com

March 1, 2017

Ms Elizabeth Leonard Inks, Director, Administration & Finance  
City of South Bend  
227 West Jefferson Blvd.  
Suite 1400 S.  
South Bend, IN 46601

Re: South Bend Redevelopment Authority Taxable Lease Rental Revenue Refunding Bonds, Series 2011A (College Football Hall of Fame Project)

Dear Ms Leonard Inks:

This letter is being sent in advance of the due date of the following item(s) to assist you in providing us with the required documentation in a timely manner.

<u>Item</u>	<u>Document Reference</u>	<u>Due Date</u>
Insurance - Obligor's Compliance Certificate	First Supplemental Trust Agreement 6.04	03/31/2017

If the requested item(s) has been sent, you may disregard this letter.

If possible, please send your item(s) to us electronically in an unalterable portable document format (pdf).

We appreciate your attention to this matter. Please contact me at the telephone number or email address below to discuss any questions or concerns you may have regarding the content of this letter. You may also contact your Account Manager, T. Scott Fesler, at 317-264-2501.

Sincerely,

Diane Carlson  
Trust Review Analyst  
Telephone: 651-466-6288  
Facsimile: 651-466-7427  
Email: diane.carlson@usbank.com  
Account Number: 149536000  
Tickler Number(s): 1092530

affidavit executed by any officer of the Authority, stating the character of the expenditure, the amount thereof, and to whom due, together with the statement of the creditor as to the amount owing; provided, that the fees of the Trustee may be withdrawn from the Operation and Reserve Fund when due without presentation of an affidavit.

## ARTICLE VI

### MISCELLANEOUS

**SECTION 6.01.** Appointment of U.S. Bank National Association as Trustee. The Authority hereby appoints U.S. Bank National Association as the Trustee under the Trust Agreement to replace the Prior Trustee. Such appointment and replacement shall take effect as of August 16, 2011, the date of defeasance of the Prior Bonds. The Original Trust Agreement is hereby amended to replace “Wells Fargo Bank, N.A.” in each instance where referenced, with “U.S. Bank National Association”.

**SECTION 6.02.** Amendment to Section 5.07. The Authority and the Trustee amend Section 5.07 of the Original Trust Agreement to delete Section 5.07(c).

**SECTION 6.03.** Amendment to Section 6.01. The Authority and the Trustee amend Section 6.01 by replacing the “.” at the end of Section 6.01(b) with “; and” and adding at the end thereof the following:

“(c) Public liability and property damage insurance in amounts customarily carried for similar properties.”

**SECTION 6.04.** Amendment to Section 6.02. The Authority and the Trustee amend Section 6.02 of the Original Trust Agreement to read in its entirety as follows:

“Except as provided in Section 6.01(c), such insurance policies shall be maintained in insurance companies rated B+ or better by A.M. Best Company (or a comparable rating service if A.M. Best Company ceases to exist or rate insurance companies), and shall be countersigned by an agent of the insurer who is a resident of the State of Indiana. Not later than ninety (90) days after the end of its Fiscal Year, the Authority shall deliver to the Trustee a certificate in the form of Exhibit B hereto, signed by an officer of the Authority. If the Authority fails at any time to obtain or maintain at least the minimum insurance required under this Trust Agreement, it shall immediately notify the Trustee in writing of such failure. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of the insurance”

**SECTION 6.05.** Amendment to Section 11.02. The Authority and the Trustee amend Section 11.02 of the Original Trust Agreement to read in its entirety as follows:

“Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Trustee on the Authority shall be deemed to have been sufficiently given or served for all

**EXHIBIT B**  
**OFFICER'S CERTIFICATE**

Reference is made to the Trust Agreement dated as of November 1, 2000, as amended (the "Governing Document"), between the South Bend Redevelopment Authority, a public body corporate and politic, organized and existing under Indiana Code 36-7-14.5, as amended (the "Company"), and U.S. Bank National Association, as trustee (the "Trustee").

The undersigned officer hereby certifies to the Trustee that:

(i) I have read all relevant sections of the Governing Documents relating to Insurance and the definitions relating thereto;

(ii) I have made such examination or investigation as is necessary or appropriate in order to make the statements contained herein;

(iii) I have made such examination or investigation as is necessary to enable me to express an informed opinion as to whether or not the terms, conditions and covenants in the Governing Documents with respect to insurance matters have been complied with; and

(iv) Based on examination and review of the Governing Documents, all of the terms, conditions and covenants set forth in the Governing Documents as they relate to Insurance matters have been satisfied and are in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SOUTH BEND REDEVELOPMENT AUTHORITY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_