

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

usbank.com

March 1, 2019

Ms. Jennifer Hockenhull, 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 Ms. Hockenhull:

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.

Item	Document Reference	Due Date
Exhibit B Officer's Certificate	First Supplemental Trust Agreement	03/31/2019
	6.03	

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 Relationship 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



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 03/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER			CONTACT NAME:	Ashley Griffin		
Gibson Insurance Agency, Inc.			PHONE (A/C, No. Ext):	(800) 814-2122	FAX (A/C, No): (800)	836-2122
130 S Main St, Ste 400			E-MAIL ADDRESS:	agriffin@gibsonins.com		
PO Box 11177			PRODUCER CUSTOMER I	D: 00003140		
South Bend	IN	46601-0177		INSURER(S) AFFORDING	COVERAGE	NAIC #
INSURED			INSURER A:	Federal Ins Co		20281
South Bend Redevelopment Authority			INSURER B :			
1200 N County City Building			INSURER C :			
Dept of Admin & Finance			INSURER D :			
South Bend	IN	46601	INSURER E ;			
			INSURER F :			
COVERAGES	CERTIFICATE NUMBER:	19/18 Eddy St	t Prop	REVI	ISION NUMBER:	

CERTIFICATE NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, If more space is required) Loc# 00001: Eddy Street Commons 1234 N Eddy ST Parking Garage South Bend IN 46617

See Attached Overflow Pages

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR TR			TYPE OF INSURANCE POLICY NU		POLICY EFFECTIVE POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY		LIMITS	
	×	PROPERTY					×	BUILDING	\$ 36,000,000
	CAU	SES OF LOSS	DEDUCTIBLES					PERSONAL PROPERTY	\$
ı	BASIC BUILDING				×	BUSINESS INCOME	s 15,000,000		
Ī	BROAD CONTENTS	EXTRA EXPENSE				s Included			
1	×	SPECIAL					×	RENTAL VALUE	s Included
	×	EARTHQUAKE	50,000	35903434 EUC	01/01/2019	01/01/2020		BLANKET BUILDING	\$
		WIND		33903434 E00	01/01/2019	01/01/2020		BLANKET PERS PROP	\$
	×	FLOOD	50,000					BLANKET BLDG & PP	s
	×	Flood /	72				×	Flood	\$ 25,000,000
	×	Special form	25,000				×	Earthquake	s 25,000,000
		INLAND MARINE		TYPE OF POLICY					\$
	CAU	SES OF LOSS							s
		NAMED PERILS		POLICY NUMBER					\$
									\$
		CRIME				Į.			\$
	TYP	E OF POLICY							\$
									\$
BOILER & MACHINERY / EQUIPMENT BREAKDOWN								s	
		ARDOWN						\$	
									\$
									s

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

U.S. Bank National Association is named as Mortgagee.

Re: South Bend Redevelopment Authority Lease Rental Revenue Refunding Bond of 2015 (Eddy Street Commons Project) Coverage is written on Replacement Cost basis.

CERTIFICATE HOLDER		CANCELLATION
U.S. Bank National Association, as Trustee		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
oo Evingston Ave		AUTHORIZED REPRESENTATIVE
St. Paul	MN 55107-2292	Mileson She wance Comme She

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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 WH	EREOF, the undersigned has executed this Officer's Certificate this
 _ day of	, 20
	SOUTH BEND REDEVELOPMENT AUTHORITY
	By:
	Name:
	Title:

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. <u>Amendment to Section 6.03</u>. 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) <u>Preservation of Tax Exemption by the Authority</u>. 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) <u>Preservation of Tax Exemption by the Trustee</u>. 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) <u>Investment Covenants</u>. 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