

ORDINANCE NO. F-2016-1

INTRODUCED BY: DAN MCGINN

COMMITTEE: FINANCE

ORDINANCE OF THE EVANSVILLE COMMON COUNCIL APPROVING A LEASE BETWEEN THE CITY OF EVANSVILLE REDEVELOPMENT COMMISSION AND EVANSVILLE BROWNFIELDS CORP. RELATING TO THE DOWNTOWN CONVENTION HOTEL PROJECT, AND ADDRESSING OTHER MATTERS RELATED THERETO

WHEREAS, the City of Evansville, Indiana (the "City"), on September 30, 2013, adopted its Ordinance No. G-2013-4, As Amended (the "Authorizing Ordinance"), authorizing the issuance of bonds, in one or more series, in the aggregate principal amount not to exceed Twenty Million Dollars (\$20,000,000) (the "Bonds") to finance the construction and acquisition of a new downtown convention hotel and ancillary project components including skybridges, a parking garage, a retail building, necessary public infrastructure and streetscape improvements, and renovations to the Evansville Auditorium and Convention Centre (the "Project"); and

WHEREAS, pursuant to the Authorizing Ordinance, the City, on September 1, 2015, issued its \$10,235,000 City of Evansville, Indiana, Economic Development Revenue Bonds, Series 2015A (Downtown Convention Hotel Project), to finance a portion of the costs of the Project; and

WHEREAS, pursuant to the Authorizing Ordinance, the City has determined to issue additional Bonds, in a maximum aggregate principal amount not exceeding \$7,500,000, to finance additional costs of the Project (the "2016A Bonds");

WHEREAS, in connection with the City's issuance of the 2016A Bonds, the Evansville Redevelopment Commission (the "ERC") has adopted a resolution approving a Lease Agreement (2016A Hotel Project) with Evansville Brownfields Corp. (the "Lessor"), providing for the lease of certain local public improvements constituting a portion of the Project (the "2016A Lease"), substantially in the form of Exhibit A hereto; and

WHEREAS, the Common Council desires to approve the 2016A Lease pursuant to I.C. 36-7-14-25.2, which provides that any lease approved by a resolution of the ERC must be approved by the Common Council of the City; and

WHEREAS, the 2016A Bonds shall be payable solely from lease payments to be made by the ERC pursuant to the 2016A Lease (the "Lease Payments"), which lease payments shall be assigned by the Lessor to the City; and

WHEREAS, the Authorizing Ordinance pledged the City's Food and Beverage Tax revenues and County Option Income Tax revenues (subject to any prior or parity pledges thereof) to the repayment of the Bonds;

FILED

JAN 20 2016

Maria W. Widner
CITY CLERK

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF EVANSVILLE, INDIANA, AS FOLLOWS:

Section 1. The Common Council, in accordance with the Authorizing Ordinance, hereby ratifies its approval of the issuance of the 2016A Bonds and confirms the pledge of Food and Beverage Tax revenues and County Option Income Tax revenues (subject to any prior or parity pledges thereof) to the ERC for application to the payment of Lease Payments under the 2016A Lease. The 2016A Bonds shall be in an aggregate principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000), and shall be applied to finance additional costs of the Project and to pay all incidental expenses incurred in connection therewith, including the cost of issuance of the 2016A Bonds.

Section 2. The interest rate on the 2016A Bonds shall not exceed six percent (6%) per annum. A portion of the 2016A Bond proceeds may be applied to pay capitalized interest on the 2016A Bonds or to fund a reserve fund for the 2016A Bonds if determined to be necessary or appropriate by the Controller of the City, with the advice of the City's financial advisor. The final maturity date of the 2016A Bonds shall not be later than February 15, 2039. The 2016A Bonds may be subject to redemption prior to maturity on terms determined by the Controller of the City prior to the sale of the 2106A Bonds, with the advice of the City's financial advisor.

Section 3. The Common Council hereby approves the 2016A Lease, as approved by the ERC, pursuant to I.C. 36-7-14-25.2. The maximum term of the 2016A Lease shall not exceed twenty-five (25) years. The maximum annual rental rate of the 2016A Lease shall not exceed \$600,000.

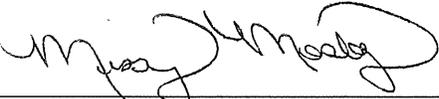
Section 4. The City shall enter into a pledge agreement with the ERC in such form as the Mayor of the City shall approve, such approval to be evidenced by such Mayor's execution thereof, setting forth an irrevocable pledge by the City to the ERC, for a term not less than the term of the 2016A Lease, for the sole purpose of making Lease Payments (and to meet any reserve requirement), of the City's Food and Beverage Tax revenues received by the City pursuant to I.C. 6-9-20, subject to any prior or parity pledges thereof.

Section 5. The City shall enter into a pledge agreement with the ERC in such form as the Mayor of the City shall approve, such approval to be evidenced by such Mayor's execution thereof, setting forth an irrevocable pledge by the City to the ERC, for a term not less than the term of the 2016A Lease, for the sole purpose of making Lease Payments (and to meet any reserve requirement), of the City's distributive share of County Option Income Tax revenues received by the City pursuant to I.C. 6-3.5-6, subject to any prior or parity pledges thereof.

Section 6. The proper officers of the City are hereby authorized and directed, for and on behalf of the City, to execute and deliver any contract, agreement, certificate, instrument or other document and to take any action as such person determines to be necessary or appropriate to accomplish the purposes of this Ordinance, such determination to be conclusively evidenced by such person's execution of such contract, agreement, certificate, instrument or other document or such person's tacking of such action.

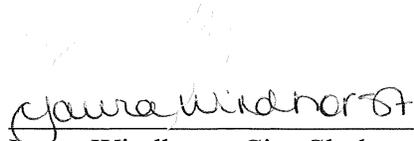
Section 7. This Ordinance shall be effective upon its passage by the Council and approval by the Mayor, in accordance with procedures as required by law.

Passed and adopted by the Common Council of the City of Evansville, Indiana on the 8th day of February 2016.



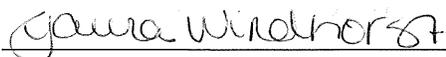
Presiding Officer

Attest:



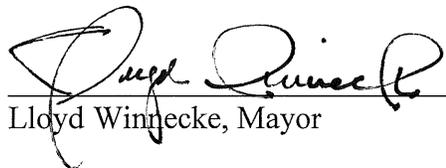
Laura Windhorst, City Clerk

Presented by me to the Mayor of the City of Evansville, Indiana on the 9th day of February, 2016, at the hour of 1, p.m.



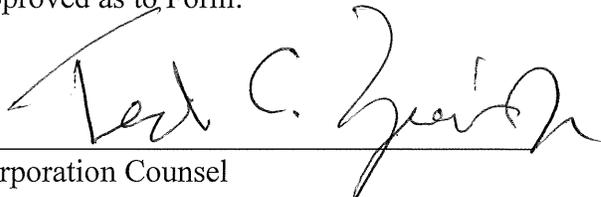
Laura Windhorst, City Clerk

This ordinance approved and signed by me on the 9th day of FEBRUARY 2016, at the hour of 4:00, p.m.



Lloyd Winnecke, Mayor

Approved as to Form:



Corporation Counsel

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

I, Laura Windhorst, hereby certify that I am the duly qualified and acting Clerk of the City of Evansville, Indiana, and as such official I further certify that attached hereto is a correct and complete copy of Ordinance No. 2016 adopted by the Common Council of the City on February 8, 2016.

WITNESS my official signature and the seal of the City this 9 day of February, 2016.

Laura Windhorst
Laura Windhorst, Clerk

(SEAL)

LEASE AGREEMENT (2016A HOTEL PROJECT)

between

EVANSVILLE BROWNFIELDS CORP.

LESSOR

and

CITY OF EVANSVILLE REDEVELOPMENT COMMISSION

LESSEE

Dated as of January 19, 2016

(DOWNTOWN CONVENTION HOTEL PROJECT)

FILED

JAN 20 2016

Paula Widner
CITY CLERK

LEASE AGREEMENT (2016A HOTEL PROJECT)

THIS LEASE AGREEMENT (2016A HOTEL PROJECT), made and dated as of this 19th day of January, 2016, by and between the EVANSVILLE BROWNFIELDS CORP. (the "Lessor"), an Indiana non-profit corporation, and the CITY OF EVANSVILLE REDEVELOPMENT COMMISSION (the "Lessee"), the governing body of the City of Evansville Department of Redevelopment acting for and on behalf of the City.

WITNESSETH:

WHEREAS, the Lessor is an Indiana non-profit corporation with the power to acquire and lease to the Lessee certain local public improvements and redevelopment and economic development projects;

WHEREAS, to foster economic development and redevelopment in the City, the Lessor and the Lessee desire to provide for the construction of the improvements set forth on Exhibit A hereto (the "Project");

WHEREAS, the annual rentals to be paid under this Lease by the Lessee will be pledged by the Lessor to the City to enable the City to pay debt service on economic development bonds (the "Bonds") authorized to be issued by the City to provide funds to HCW EH, Inc. (the "Developer") to finance the Project, which Project, upon completion, the Developer will transfer to the Lessor;

WHEREAS, the Lessor has acquired or will acquire interests in the real estate described in Exhibit B (such real estate, together with any improvements that, on the date hereof, are located thereon, collectively, the "Real Estate"), and such interests shall be for a term no less than the term of this Lease;

WHEREAS, the Lessor will acquire the Project from the Developer (the Real Estate and the Project on the Real Estate, collectively, the "Leased Premises");

WHEREAS, the Lessee has determined, after a public hearing held pursuant to the Act after notice given pursuant to IC 5-3-1, that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary and that the service provided by the Project will serve the public purpose of the City and is in the best interests of its residents, and the Common Council of the City has approved this Lease; and

WHEREAS, the Lessor has determined that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary and that the service provided by the Project will serve the public purpose of the City and is in the best interests of its residents, and the Lessor has duly authorized the execution of this Lease by resolution, and the resolution has been entered in the official records of the Lessor;

THIS AGREEMENT WITNESSETH THAT:

1. Premises, Term and Warranty. The Lessor does hereby lease, demise and let to Lessee all of the Lessor's right, title and interests in and to the Leased Premises.

TO HAVE AND TO HOLD the Leased Premises with all rights, privileges, easements and appurtenances thereunto belonging, unto the Lessee, beginning on the date the Lessee makes its first lease rental payment hereunder and ending on a date not later than twenty-five years thereafter. However, the term of this Lease will terminate at the earlier of (a) the exercise by the Lessee of the option to purchase the Leased Premises pursuant to Section 11 and the payment of the option price, or (b) the payment or defeasance of all Bonds issued by the City (i) to enable the Developer to finance the cost of the Leased Premises, (ii) to refund all or a portion of the Bonds, (iii) to refund all or a portion of such refunding bonds, or (iv) to improve the Leased Premises; provided that no bonds or other obligations of the City issued to enable the Developer to finance the Leased Premises remain outstanding at the time of such payment or defeasance. The Lessor hereby represents that it is possessed of, or will acquire, the Leased Premises and the Lessor warrants and will defend the Leased Premises against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee or its assigns.

Notwithstanding the foregoing, the Leased Premises, as described in Exhibit A, shall be amended to add additional property to the Leased Premises or, provided that Lease payments are not thereby reduced, to remove any portion of the Leased Premises, provided however, following such amendment, the rental payable under this Lease shall be based on the value of the portion of the Leased Premises which is available for use, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds.

2. Lease Rental. (a) Fixed Rental Payments. The Lessee agrees to pay rental for the Leased Premises at a rate per year during the term of the Lease not to exceed Six Hundred Thousand Dollars (\$600,000), payable in semiannual installments. Each such semiannual installment, payable as hereinafter described, shall be based on the value of the Real Estate together with that portion of the Project which is complete and ready for use by the Lessee at the time such semiannual installment is made. The first rental installment shall be due on the later of (i) February 1, 2017, or (ii) the date on which a portion of the Premises or a portion thereof are available for use and occupancy by the Lessee. Thereafter, such rental shall be payable in advance in semiannual installments on February 1 and August 1 of each year. The last semiannual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the yearly rate so specified from the date such installment is due to the date of the expiration of this Lease.

After the sale of the Bonds, the annual rental shall be reduced to an amount sufficient to pay principal and interest due in each twelve (12) month period ending each year on February 1 (beginning with the year ending February 1, 2017), rounded up to the next One Thousand Dollars (\$1,000), plus Five Thousand Dollars (\$5,000) each year, payable in advance in semiannual installments. In addition, each such reduced semiannual installment shall be based on the value of the Real Estate together with that portion of the Project which is complete and ready for use by the Lessee at the time such semiannual installment is made. Prior to the each date that the annual rental is materially increased due to added value to the Leased Premises, the parties hereto shall certify the value of the portion of the Leased Premises which is complete and ready for use and that the adjusted lease rental payments are based on the value of such portion of the Leased Premises substantially in the form of Exhibit C attached hereto. Such amount of adjusted rental shall be endorsed on this Lease at the end hereof in the form of Exhibit D attached hereto by the parties hereto as soon as the same can be done after the sale of the Bonds, and such endorsement shall be recorded as an addendum to this Lease.

(b) Additional Rental Payments. (i) The Lessee shall pay as further rental in addition to the rentals paid under Section 2(a) for the Leased Premises (“Additional Rentals”) the amount of all taxes and assessments levied against or on account of the Leased Premises or the receipt of lease rental payments and the amount required to reimburse the Lessor for any insurance payments made by it under Section 6. The Lessee shall pay as additional rental all administrative expenses of the Lessor, including ongoing trustee fees, relating to the Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which such payments must be paid to avoid delinquency. If the Lessee shall in good faith desire to contest the validity of any such tax or assessment, the Lessee shall so notify the Lessor and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the nonpayment thereof when due, the Lessee shall not be obligated to pay the contested amounts until such contests shall have been determined. The Lessee shall also pay as Additional Rentals the amount calculated by or for the Lessor as the amount required to be rebated, or paid as a penalty, to the United States of America under Section 148(f) of the Internal Revenue Code of 1986, as amended and in effect on the date of issue of the Bonds (“Code”), after taking into account other available moneys, to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Code.

(ii) The Lessee may by resolution pay Additional Rentals to enable the Lessor to redeem or purchase Bonds prior to maturity. Rental payments due under this Section 2 shall be reduced to the extent such payments are allocable to the Bonds redeemed or purchased by the Lessor with such Additional Rentals. The Lessee shall be considered as having an ownership interest in the Leased Premises valued at an amount equal to the amount of the Additional Rentals paid pursuant to this subsection (b)(ii).

(c) Source of Payment of Rentals. The Fixed Annual Rentals and the Additional Rentals shall be payable (subject to any prior or parity liens thereon with respect to any outstanding obligations of the Lessee) first, from Food and Beverage Tax Revenues pledged by the City to the Lessee pursuant to Indiana Code 6-9-20 (the “Food and Beverage Revenues”) or, to the extent that such Food and Beverage Revenues are insufficient for such purpose, then from County Option Income Tax revenues pledged by the City to the Lessee pursuant to Indiana Code 6-3.5-6 (the “COIT Revenues”).

3. Payment of Rentals. All rentals payable under the terms of this Lease shall be paid by the Lessee to the bank or trust company designated as trustee (“Trustee”) under the Trust Indenture between it and the City (“Indenture”), or to such other bank or trust company as may from time to time succeed such bank as Trustee under the Indenture securing the bonds to be issued by the Lessor to finance the acquisition and construction of the Leased Premises. Any successor trustee under the Indenture shall be endorsed on this Lease at the end hereof by the parties hereto as soon as possible after selection, and such endorsement shall be recorded as an addendum to this Lease. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder.

4. Abatement of Rent. If any part of the Leased Premises is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use by the Lessee, it shall then be the obligation of the Lessor to restore and rebuild that portion of the Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor

excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the condemnation proceeds received by the Lessor.

If any part of the Leased Premises shall be partially or totally destroyed, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Lessee, the rent shall be abated for the period during which the Leased Premises or such part thereof is unfit or unavailable for use, and the abatement shall be in proportion to the percentage of the Leased Premises which is unfit or unavailable for use or occupancy.

5. Maintenance, Alterations and Repairs. The Lessee may enter into agreements with one or more other parties for the operation, maintenance, repair and alterations of all or any portion of the Leased Premises. Such other parties may assume all responsibility for operation, maintenance, repairs and alterations to the Leased Premises. At the end of the term of this Lease, the Lessee shall deliver the Leased Premises to the Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted.

6. Insurance. During the full term of this Lease, the Lessee shall, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage insurance with reference to the Leased Premises in an amount not less than One Million Dollars (\$1,000,000) on account of each occurrence with one or more good and responsible insurance companies. Such public liability insurance may be by blanket insurance policy or policies.

The proceeds of the public liability insurance required herein (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies shall be for the benefit of persons having an insurable interest in the Leased Premises, and shall be made payable to the Lessor, the Lessee, and the Trustee and to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana and deposited with the Lessor and the Trustee. If, at any time, the Lessee fails to maintain insurance in accordance with this Section, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rentals payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance.

During the full term of this Lease, the Lessee shall also, at its own expense, carry casualty insurance in an amount sufficient to replace the Leased Premises, but in no event in an amount less than the amount necessary to retire the Bonds.

During the term of this Lease, the Lessee shall also, at its own expense, maintain rent or rental value insurance in an amount equal to the full rental value of the Leased Premises for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this Section 6.

The insurance policies described in this Section 6 may be acquired by another party and shall satisfy this Section as long as the Lessor, the Lessee and the Trustee are named as additional insureds under such policies. Such coverage may be provided by scheduling it under a blanket insurance policy or policies.

7. Eminent Domain. If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise or the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by the Trustee under the Indenture.

Such proceeds shall be applied in one or more of the following ways:

- (a) The restoration of the Leased Premises to substantially the same condition as it existed prior to the exercise of that power of eminent domain, or
- (b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's use of the Leased Premises and which are in furtherance of the purposes of the Act and the Plan (the improvements shall be deemed a part of the Leased Premises and available for use by the Lessee without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby).

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Lessee shall direct the Lessor and the Trustee in writing as to which of the ways specified in this Section the Lessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings not required to be applied for the purposes specified in subsections (a) or (b) above shall be deposited in the sinking fund held by the Trustee under the Indenture and applied to the repayment of the Bonds.

The Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof and will to the extent it may lawfully do so permit the Lessee to litigate in any such proceedings in its own name or in the name and on behalf of the Lessor. In no event will the Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.

8. General Covenant. The Lessee shall not assign this Lease or mortgage, pledge or sublet the Leased Premises herein described, without the written consent of the Lessor. The Lessee shall contract with the other parties to use and maintain the Leased Premises in accordance with the laws, regulations and ordinances of the United States of America, the State of Indiana, the City and all other proper governmental authorities.

9. Tax Covenants. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the Lessee and the Lessor represent, covenant and agree that neither the Lessor nor the Lessee will take any action or fail to take any action with respect to the Bonds, this Lease or the Leased Premises that will result in the loss of the exclusion from gross income for federal tax purposes of interest on the Bonds under Section 103 of the Code, nor will they act in any other manner which will adversely affect such exclusion; and it will not make any investment or do any other act or thing during the period

that the Bonds are outstanding which will cause any of the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

The covenants in this Section are based solely on current law in effect and in existence on the date of issuance of the Bonds. It shall not be an event of default under this Lease if interest on any Bonds is not excludable from gross income pursuant to any provision of the Code which is not in existence and in effect on the issue date of the Bonds.

All officers, members, employees and agents of the Lessor and the Lessee are authorized to provide certifications of facts and estimates that are material to the reasonable expectations of the Lessor and the Lessee as of the date the Bonds are issued and to enter into covenants on behalf of the Lessor and the Lessee evidencing the Lessor's and the Lessee's commitments made herein. In particular, all or any members or officers of the Lessor and the Lessee are authorized to certify and enter into covenants regarding the facts and circumstances and reasonable expectations of the Lessor and the Lessee on the date the Bonds are issued and the commitments made by the Lessor and the Lessee herein regarding the amount and use of the proceeds of the Bonds.

10. Option to Renew. The Lessor hereby grants to the Lessee the right and option to renew this Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the premises for which the renewal applies, and the Lessee shall exercise this option by written notice to the Lessor given upon any rental payment date prior to the expiration of this Lease.

11. Option to Purchase. The Lessor hereby grants to the Lessee the right and option, on any date, upon sixty (60) days' written notice to the Lessor, to purchase the Leased Premises, or any portion thereof, at a price equal to the amount required to pay all indebtedness incurred on account of the Leased Premises, or such portion thereof (including indebtedness incurred for the refunding of that indebtedness), including all premiums payable on the redemption thereof and accrued and unpaid interest, and including the proportionate share of the expenses and charges of liquidation, if the Lessor is to be then liquidated. In no event, however, shall such purchase price exceed the capital actually invested in such property by the Lessor or the Developer represented by outstanding securities or existing indebtedness of the Developer or the City plus the cost of transferring the property and liquidating the Lessor. The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor or the Developer in connection with the acquisition and financing of the Leased Premises: organization expenses, financing costs, carry charges, legal fees, architects' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee in order to purchase the Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, the Lessor will upon payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee, or any entity (including the City) designated by the Lessee, all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to the property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee and to the creation or suffering of

which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease.

In the event of purchase of the Leased Premises by the Lessee or conveyance of the Leased Premises to the Lessee or the Lessee's designee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all documentary stamps or tax payments required for the transfer of title.

Nothing contained herein shall be construed to provide that the Lessee shall be under any obligation to purchase the Leased Premises, or under any obligation respecting the creditors, members or security holders of the Lessor.

12. Transfer to Lessee. If the Lessee has not exercised its option to renew in accordance with the provisions of Section 10, and has not exercised its option to purchase the Leased Premises, or any portion thereof, in accordance with the provisions of Section 11, and upon the full discharge and performance by the Lessee of its obligations under this Lease, the Leased Premises, or such portion thereof remaining, shall thereupon become the absolute property of the Lessee, subject to the limitations, if any, on the conveyance of the site for the Leased Premises to the Lessor and, upon the Lessee's request the Lessor shall execute proper instruments conveying to the Lessee, or to any entity (including the City) designated by the Lessee, all of Lessor's title to the Leased Premises, or such portion thereof.

13. Defaults. If the Lessee shall default (a) in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor; or (b) in the observance of any other covenant, agreement or condition hereof, and such default shall continue for ninety (90) days after written notice to correct such default; then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy; or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

14. Notices. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at the following addresses: (a) to Lessor: Evansville Brownfields Corp., Attention: President, Room 306, Civic Center Complex, 1 N.W. Martin Luther King, Jr., Boulevard, Evansville, Indiana 47708; (b) to Lessee: City of Evansville Redevelopment Commission, Attention: President, Room 307, Civic Center Complex, 1 N.W. Martin Luther King, Jr., Boulevard, Evansville, Indiana 47708.

The Lessor, the Lessee and the Trustee may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

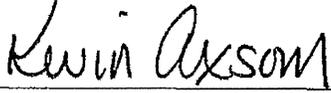
15. Successors or Assigns. All covenants of this Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

16. Construction of Covenants. The Lessor was organized for the purpose of acquiring, constructing, equipping and renovating local public improvements and leasing the same to the Lessee under the provisions of the Act. All provisions herein contained shall be construed in accordance with the provisions of the Act, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of the Act, the Act shall be deemed to be controlling and binding upon the Lessor and the Lessee; provided, however, any amendment to the Act after the date hereof shall not have the effect of amending this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf on the date first written above.

LESSOR:

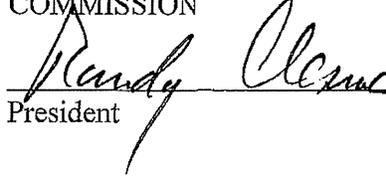
EVANSVILLE BROWNFIELDS CORP.



President

LESSEE:

CITY OF EVANSVILLE REDEVELOPMENT
COMMISSION



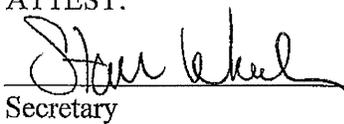
President

ATTEST:



Secretary

ATTEST:



Secretary

This instrument was prepared by Thomas A. Pitman, Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204.

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared Kevin Arson and Carolyn Rusk, personally known to be the President and Secretary, respectively, of Evansville Brownfields Corp. (the "Lessor"), and acknowledged the execution of the foregoing Lease for and on behalf of the Lessor.

WITNESS my hand and notarial seal this 29th day of January, 2016.



Kathryn A Cerkleskie
(Written Signature)
Kathryn A Cerkleskie
(Printed Signature)
Notary Public

My Commission expires:

July 25, 2021

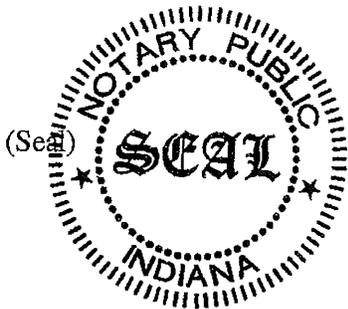
My county of residence is:

vanderburgh

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared Randy Osman and Stev Wheeler, personally known to be the President and Secretary, respectively, of the City of Evansville Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this 19th day of January, 2016.



Lana J. Abel

(Written Signature)

Lana J. ABEL

(Printed Signature)

Notary Public

My Commission expires:

Sept 11, 2019

My county of residence is:

Vanderburgh

EXHIBIT A

DESCRIPTION OF PROJECT

The Project consists of the design and construction of any or all or any part of the public improvements, made necessary by the proposed construction of a downtown convention hotel and related facilities in downtown Evansville, Indiana:

- (1) Centre Renovation;
- (2) Connector Building;
- (3) Public Infrastructure; and
- (4) Sky Bridges.

EXHIBIT B

DESCRIPTION OF REAL ESTATE

The Real Estate consists of all interests in real estate currently owned or to be acquired by the Lessor and upon which the Project will be constructed. This general description will be replaced with a detailed or legal description prior to the recording of this Lease.

EXHIBIT C

ADDENDUM TO LEASE BETWEEN
EVANSVILLE BROWNFIELDS CORP., LESSOR
AND CITY OF EVANSVILLE REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this ____ day of _____, 201__, by and between Evansville Brownfields Corp. (the "Lessor"), and City of Evansville Redevelopment Commission (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of _____, 2016 (the "Lease"); and

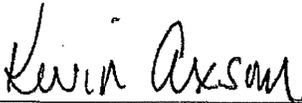
WHEREAS, it is provided in the Lease that prior to each date that the annual rental is materially increased due to added value to the Leased Premises, the Lessor and the Lessee shall certify the value of the portion of the Leased Premises which is complete and ready for use and that the adjusted lease rental payments are based on the value of such portion of the Leased Premises.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the parties to the Lease that the value of the portion of the Leased Premises which is complete and ready for use is \$ _____ and that the adjusted lease rental payments are based on the value of such portion of the Leased Premises.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

LESSOR

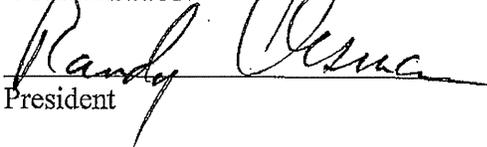
EVANSVILLE BROWNFIELDS CORP.



President

LESSEE:

CITY OF EVANSVILLE REDEVELOPMENT
COMMISSION

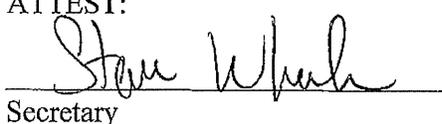


President

ATTEST:


Secretary

ATTEST:

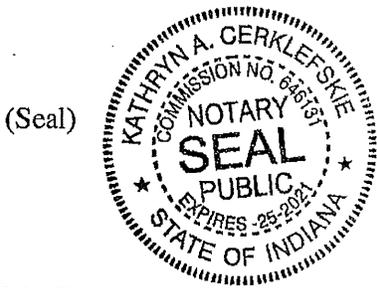

Secretary

This instrument was prepared by Thomas A. Pitman, Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204.

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared Kevin Arson and Carolyn Rusk, personally known to be the President and Secretary-Treasurer, respectively, of the Evansville Brownfields Corp. (the "Authority"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this 29th day of January, 2016.



Kathryn A Cerklefskie
(Written Signature)

Kathryn A Cerklefskie
(Printed Signature)
Notary Public

My Commission expires:

July 25, 2021

My county of residence is:

vanderburgh

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared Randy Alsman and Stan Wheeler, personally known to be the President and Secretary, respectively, of the City of Evansville Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this 19th day of January, 2016.



Lana J Abel
(Written Signature)

Lana J ABEL
(Printed Signature)
Notary Public

My Commission expires:
Sept 11, 2019

My county of residence is:
Vanderburgh

EXHIBIT D

ADDENDUM TO LEASE BETWEEN
EVANSVILLE BROWNFIELDS CORP., LESSOR
AND CITY OF EVANSVILLE REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this ____ day of _____, 2016, by and between Evansville Brownfields Corp. (the "Lessor"), and City of Evansville Redevelopment Commission (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of _____, 201_ (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the parties to the Lease that the adjusted rental is set forth on Appendix I attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

LESSOR:

EVANSVILLE BROWNFIELDS CORP.

Kevin Axson
President

LESSEE:

CITY OF EVANSVILLE REDEVELOPMENT
COMMISSION

Randy Green
President

ATTEST:

Patrick Brest
Secretary

ATTEST:

Stacy Wheeler
Secretary

This instrument was prepared by Thomas A. Pitman, Barnes & Thornburg, 11 South Meridian Street, Indianapolis, Indiana 46204.

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared Kevin Arsom and Carolyn Rusk, personally known to be the President and Secretary, respectively, of the Evansville Brownfields Corp. (the "Authority"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this 29th day of Jan, 2016.

(Seal)



Kathryn A Cerklefskie
(Written Signature)

Kathryn A Cerklefskie
(Printed Signature)
Notary Public

My Commission expires:

July 25, 2021

My county of residence is:

vanderburgh

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared Randy Mcman and Stan Wheeler, personally known to be the President and Secretary, respectively, of the City of Evansville Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this 19th day of January, 2016.



Lana J Abel

(Written Signature)

Lana J ABEL

(Printed Signature)

Notary Public

My Commission Expires:

Sept 11, 2019

My county of residence is:

Vanderburgh

Appendix I to Addendum to Lease (2016A Hotel Project)

Rental Schedule

Payment Date	Amount
2/1/2018	\$ 381,000
8/1/2018	\$ 286,000
2/1/2019	\$ 286,000
8/1/2019	\$ 283,000
2/1/2020	\$ 283,000
8/1/2020	\$ 285,500
2/1/2021	\$ 285,500
8/1/2021	\$ 285,000
2/1/2022	\$ 285,000
8/1/2022	\$ 284,000
2/1/2023	\$ 284,000
8/1/2023	\$ 285,500
2/1/2024	\$ 285,500
8/1/2024	\$ 284,000
2/1/2025	\$ 284,000
8/1/2025	\$ 284,500
2/1/2026	\$ 284,500
8/1/2026	\$ 285,000
2/1/2027	\$ 285,000
8/1/2027	\$ 285,000
2/1/2028	\$ 285,000
8/1/2028	\$ 284,500
2/1/2029	\$ 284,500
8/1/2029	\$ 284,000
2/1/2030	\$ 284,000
8/1/2030	\$ 285,000
2/1/2031	\$ 285,000
8/1/2031	\$ 283,500
2/1/2032	\$ 283,500
8/1/2032	\$ 284,000
2/1/2033	\$ 284,000
8/1/2033	\$ 284,000
2/1/2034	\$ 284,000
8/1/2034	\$ 283,500
2/1/2035	\$ 283,500
8/1/2035	\$ 285,000
2/1/2036	\$ 285,000
8/1/2036	\$ 283,500
2/1/2037	\$ 283,500

8/1/2037	\$	284,000
2/1/2038	\$	284,000
8/1/2038	\$	283,500
2/1/2039	\$	283,500