

January 3, 2020

**Via E-Mail & Overnight Delivery**

Wilshaw LLC  
c/o Loftus Robinson LLC  
PO Box 441219  
Indianapolis, Indiana 46244  
Attn: Drew Loftus and Kyle Robinson

Scannell Development Company  
800 East 96<sup>th</sup> Street, Suite 175  
Indianapolis, Indiana 46240  
Attn: Marc Pflieger and Dave Ravensberg

Re: Economic Development Agreement (as amended to the date hereof, the "Agreement") by and between the Town of Speedway Redevelopment Commission ("SRC"), the Town of Speedway Economic Development Commission ("EDC", together with the SRC, the "Town"), and Wilshaw LLC (the "Developer")

Gentlemen:

As you are aware, the Town is frustrated at the lack of activity on the hotel portion of the project and has not seen any appreciable construction work on the hotel site since late June of last year. As you are also aware, the Town closed on the bonds as contemplated by the Agreement on May 9, 2019 and made a substantial disbursement of those proceeds to the Developer pursuant to the Agreement with the expectation and understanding that construction on the hotel would not only commence but be continuous and on track for completion in a commercially reasonable manner. The Town was initially pleased with the progress on the hotel site through May and the early part of June of last year; however, since late June of last year the Town has not seen any appreciable activity on the hotel site.

The Town has, in accordance with the Agreement, acted in good faith, with best efforts and in a timely manner throughout the process for this project in an effort to see it timely completed and without the Town being a cause of delay or concern for the completion of the project. The Town expects the same of the Developer and, with respect to the hotel portion of the project, does not believe the Developer is meeting its obligations to do so under the terms of the Agreement. Until most recently, the Town had not been receiving from the Developer sufficient information as to the cause of the delay. Further, the Town as of today does not have

January 3, 2020

Page Two

sufficient information as to the timeframe for completing the hotel or even when construction will again commence.

The lack of information and delay has been a continuing issue for the Town in trying to respond to questions from the public as to why such a highly publicized development on the Town's main street for which the Town has expended considerable resources is not progressing. Further, with the bonds now having been issued, debt service payments will be coming due and the completion of the hotel in a timely manner is essential to ensuring tax increment revenues will be available to service the bonds.

To that end, the Town is requesting from the Developer the following information by January 20:

- copies of any and all Developer construction loan draw requests (as well as any revised requests) and any inspections, reports and permits related to the hotel project;
- confirmation of status of the Developer construction loan financing for the hotel project;
- confirmation of status of any Developer equity needed for the hotel project;
- an updated status schedule for the construction of the hotel project and a detailed timeline for the completion thereof;
- confirmation that the franchise with Hilton Hotel is still secure;
- confirmation that Wilhelm is still the contractor on the hotel project and the Developer is to meet and pay its obligations to Wilhelm;
- confirmation that the Developer still expects to meet the substantial completion deadline date under the Agreement of no later than January, 2021;
- the Developer's plan to ensure sufficient funds are transferred to the bond trustee if necessary to meet shortfalls in TIF as a result of the delay in the hotel project; and
- any other information the Developer believes would be relevant to informing the Town as to the status of the hotel project.

Further, pursuant to Section 6.04(b) of the Agreement, this letter constitutes written notice to the Developer that the Town is requiring the Developer to provide within 15 days of this letter a catch-up plan for the Town's approval. As set forth in Section 6.04(b), the catch-up plan should include the plans of the Developer to (a) avoid falling further behind schedule for the construction of the hotel project and (b) complete the hotel project in accordance with the dates set forth in the Agreement.

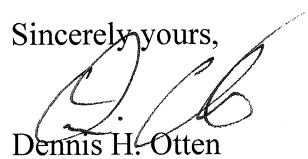
January 3, 2020

Page Three

Please send the requested information, including the catch-up plan, to my attention and if any of such information is to be held confidential let me know. Also, we are requesting Drew Loftus and Kyle Robinson be at the Town Council meeting set for 7 pm on January 13, 2020 at the Speedway Town Hall to provide an update on the status of the hotel project.

Please contact me at the number above should you have any questions.

Sincerely yours,



Dennis H. Otten

DHO:sef

Cc: Jeffery Dack  
Tim Gropp  
Jacob Blasdel  
Tim Jensen  
Tom Popcheff