

SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This Second Amendment To Real Estate Purchase Agreement (this “Second Amendment”) is made on December 15, 2016 (the “Effective Date”), by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (“Seller”), and Heading for Home LLC, a Delaware limited liability company with its principal place of business at 501 W. South St., South Bend, Indiana 46601 (“Buyer”) (each a “Party,” and collectively the “Parties”).

RECITALS

A. Seller and Buyer entered into that certain Real Estate Purchase Agreement dated August 25, 2016, and amended by the First Amendment To Real Estate Purchase Agreement dated October 27, 2016 (collectively, the “Purchase Agreement”), for the purchase and sale of the Property located in the City of South Bend.

B. Buyer continues its examination of the Property pursuant to Section 3 of the Purchase Agreement and has requested an extension of the Due Diligence Period to facilitate its continuing environmental review of the Property, including its request for a comfort letter or site status letter from the Indiana Brownfields Program.

C. Seller desires to grant the requested extension as stated in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual promises and obligations in this Second Amendment and the Purchase Agreement, the adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

1. In Section 3.B. of the Purchase Agreement, the term “one hundred twenty (120)” is deleted and replaced by the term “one hundred eighty (180).”
2. Unless expressly modified by this Second Amendment, the terms and provisions of the Purchase Agreement remain in full force and effect.
3. Capitalized terms used in this Second Amendment will have the meanings set forth in the Purchase Agreement unless otherwise stated herein.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereby execute this Second Amendment To Real Estate Purchase Agreement to be effective on the Effective Date stated above.

BUYER:

Heading for Home LLC,
a Delaware limited liability company

Printed: Andrew Berlin

Its: Manager

Dated:

SELLER:

City of South Bend, Department of Redevelopment,
by and through its governing body, the South Bend
Redevelopment Commission

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

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