

**FIFTH AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT**

This Fifth Amendment to Real Estate Purchase Agreement (this “Fifth Amendment”) is made effective as of April 25, 2019 (the “Effective Date”), by and between the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (“Seller”) and Franklin Street Technology Park LLC, an Indiana limited liability company with its principal place of business 814 Marietta Street, South Bend, Indiana 46601 (“Buyer”) (each a “Party” and together the “Parties”).

RECITALS

A. Buyer and Seller entered into that certain Real Estate Purchase Agreement, dated February 22, 2018 (“the “Purchase Agreement”), as subsequently amended on May 24, 2018 by a First Amendment to Real Estate Purchase Agreement (the “First Amendment”), on June 28, 2018 by a Second Amendment to Real Estate Purchase Agreement (the “Second Amendment”), on September 13, 2018 by a Third Amendment to Real Estate Purchase Agreement (the “Third Amendment”), and on January 24, 2019 by a Fourth Amendment to Real Estate Purchase Agreement (the “Fourth Amendment” and collectively the “Agreement”) for the purchase and sale of the Property (as defined in the Purchase Agreement) located in the City of South Bend.

B. Buyer desires additional time to close on the purchase of the Property, and Seller wishes to provide Buyer with such additional time.

C. The Parties wish to further amend the Agreement as set forth herein.

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

1. Section 10.A. of the Agreement shall be deleted in its entirety and replaced with the following: “Unless this Agreement is earlier terminated, the Closing shall be held at the office of the Title Company, and the Closing Date shall be a mutually agreeable date not later than Four Hundred Twenty (420) days after the end of the Due Diligence Period.”

2. Unless expressly modified by this Fifth Amendment, the terms and provisions of the Agreement remain in full force and effect.

3. Capitalized terms used in this Fifth Amendment will have the meanings set forth in the Agreement unless otherwise stated herein.

*SIGNATURE PAGE FOLLOWS*

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

BUYER:

Franklin Street Technology Park LLC,  
an Indiana limited liability company

\_\_\_\_\_  
Charles S. Hayes, Managing Member

SELLER:

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

\_\_\_\_\_  
Marcia I. Jones, President

ATTEST:

\_\_\_\_\_  
Quentin Phillips, Secretary