

GROUND LEASE

THIS GROUND LEASE ("Ground Lease") is made and entered into this 26th day of June, 2023 ("Effective Date"), by and between the EAST SIDE YOUTH BASEBALL SOFTBALL ASSOCIATION, an Indiana non-profit corporation, (the "Tenant"), and CITY OF SOUTH BEND, INDIANA ACTING BY AND THROUGH ITS BOARD OF PARKS COMMISSIONERS, collectively ("Landlord") having an office located at 301 S. St. Louis Blvd., South Bend, Indiana 46617.

WITNESSETH:

WHEREAS, Landlord is the owner of that certain property located in the City of South Bend, St. Joseph County, Indiana, which is more particularly described on Exhibit A attached hereto and made a part hereof, together with all rights-of-way and, easements, belonging thereto (collectively, "the Property");

WHEREAS, Tenant operates a baseball and softball organization for youth throughout South Bend;

WHEREAS, Tenant intends and desires to utilize a portion of the Property, which is more particularly described in Exhibit B attached hereto and made a part hereof (the "Leased Premises") to establish, construct, and operate baseball and/or softball fields ("Improvements"); and

WHEREAS, Tenant desires to use the Leased Premises, together with the Improvements, to expand its offering to youth throughout South Bend; and

WHEREAS, Landlord and Tenant desire to enter into a ground lease for the Leased Premises; and

WHEREAS, Tenant shall continue to maintain public access to the Property; and

WHEREAS, Landlord agrees to maintain at Landlord's expense, other than the Tenant-provided Improvements described above, ingress and egress points to the Leased Premises at all times so that Tenant may fulfill the purpose and terms of this Ground Lease; and

WHEREAS, neither the Landlord or any other department, agency or individual associated with the City of South Bend, Indiana is expected to contribute any additional capital funding for the construction of the Improvements or the ongoing maintenance thereof, except as otherwise set forth herein, for the duration of this Ground Lease.

NOW THEREFORE, in consideration of the parties' mutual covenants and undertakings, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Lease. Landlord, for and in consideration of the covenants and agreements hereinafter set forth, hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises together with certain appurtenances thereto, on the terms and conditions set forth in this Ground Lease, as of the Effective Date set forth herein.

2. Term and Use. The initial term of this Ground Lease shall be for a period of fifty (50) years, commencing on June 26, 2023 (the "Effective Date") and expiring on June 26, 2073. The term of this Ground Lease may be renewed through the mutual agreement of Landlord and Tenant, consistent with applicable law. Tenant intends to utilize the Leased Premises to establish, construct, and maintain baseball and/or softball fields. Tenant's use of the Leased Premises is subject to any deed restrictions that may be applicable to the Property now or in the future requiring the use of the Property for outdoor recreation. Landlord and Tenant shall work together on programming, marketing, and sponsorship to allow youth enrolled in VPA programs to participate in Tenant programming and league play at no cost. The Parties will mutually agree upon a number of available spots each year.

3. Improvements. As of the Effective Date, Tenant shall have the right to erect, construct, and install on the Leased Premises any and all structures, equipment, and other improvements, including, but not limited to, any and all ground improvements or fixtures (herein collectively called "Improvements") to be located thereon and utilized in connection with the use and operation of the Leased Premises as contemplated under this Ground Lease as a baseball/softball facility. The Improvements shall not be erected, constructed, or installed outside of the Leased Premises. The Improvements shall be reasonably constructed and maintained according to standards of similar recreational facilities. The Improvements will be constructed in two phases:

Phase I—Field maintenance consisting of- Dragging skinned turf, grading, adding clay or other material to rebuild elevation to ensure a smooth, level playing field. Mound maintenance consisting of grading, leveling, "wetting", and using a combination of clay bricks and/or red clay to repair. Lining of chalk base lines, painting/chalking of foul lines, batter boxes, etc. Picking up of litter and debris and depositing in onsite waste cans.

Phase II- Construction of five (5) multipurpose baseball and softball fields and two (2) tee ball fields. Project details could and likely will include additional parking lots, restrooms, press boxes, seating, batting cages and/or bull pens, utility services, pedestrian walkways, and other related facilities and structures.

Tenant shall raise and hold funds for all project costs described in Phase II. Groundbreaking and construction shall not begin until at least seventy (70%) percent of the projected total project costs for Phase II have been raised, proof of which shall be provided to the City. The maximum period for raising Phase II funding shall be two (2) years from the Effective Date of this Lease. Failure of Tenant to raise the Phase II funds within this timeframe shall constitute a material breach and grounds to terminate this Lease as to the Improvements. Tenant shall engage the services of a designer and contractor of its choosing for the Phase II Improvements. Tenant shall ensure its contractor adheres to all City, State and Federal laws and conform to all applicable construction standards and specifications and shall work with designated City staff regarding the construction, design, and placement of the Phase II Improvements. Phase II shall be completed by a mutually agreeable date, not to exceed three (3) years from the initial groundbreaking. Any additional Improvements must be separately agreed to between Tenant and the City as an Addendum to this Lease. Tenant shall be solely responsible for the repair and maintenance of all Improvements associated with Phase II. This includes, but is not limited to, structures, roofs, utilities, MEP systems, HVAC, fencing, walkways, turf, and other associated building and facility components funded, constructed, and required by Tenant.

4. Surrender of Leased Premises. Landlord acknowledges and agrees that title to the Improvements and all future Improvements, is in and shall remain in Tenant's name during the term of this Ground Lease. However, it is agreed and understood that upon the expiration or termination of this Ground Lease, or upon receipt of notice that Tenant has or will cease to exist as an organization, Tenant shall not demolish the Improvements unless such Improvements have outlived their usefulness and constitute a financial burden to Landlord as determined by Landlord. If Landlord determines that some or all of the Improvements should not be demolished, then Tenant shall not demolish those Improvements and shall donate such Improvements to Landlord within one hundred eighty (180) days after the determination by Landlord that such Improvements should not be demolished. Notwithstanding the above or the definition of Improvements, prior to donating the Improvements to Landlord, Tenant reserves the right to specifically remove any and all equipment or personal property of Tenant comprising the Improvements, unless otherwise mutually agreed by Landlord and Tenant. If Landlord does not make a determination within sixty (60) days after the expiration or termination of this Ground Lease, then Tenant shall have no obligation to demolish the Improvements as set forth herein.

If so requested by Landlord, Tenant shall execute, acknowledge and deliver to Landlord a proper instrument, releasing and quitclaiming to Landlord all right, title, and interest of Tenant in and to the Improvements remaining on the Leased Premises. If Tenant is required to demolish some or all of the Improvements, Tenant shall return the Leased Premises as nearly as reasonably possible to its original condition as is mutually agreed upon by the parties. If the parties are unable to determine the original condition of the Leased Premises at the time of restoration, the Tenant shall restore the property to the reasonable satisfaction of Landlord.

5. Permits. Tenant shall be responsible for obtaining any and all environmental, building or other permits, including but not limited to local, state, or federal permits, required for construction and operation of the Improvements.

Landlord shall maintain all necessary permits and comply with all applicable requirements thereof, including but not limited to local, state, or federal permits, required for maintenance and operation of the Leased Premises and its associated infrastructure.

6. Utilities. Tenant shall directly pay all utility service tap fees, access fees, and monthly costs for utilities with respect to the Improvements as they become due and payable.

7. Insurance. Tenant shall, at its sole cost and expense, at all times during the term of this Ground Lease maintain and/or cause to be maintained, in full force and effect, comprehensive casualty and general liability insurance covering Tenant's operations at the Leased Premises, naming Landlord as an additional insured. Tenant shall deliver to Landlord a certificate from each insurance carrier as to each such insurance policy. Tenant, or its designee, shall have the sole and exclusive right (without the participation of Landlord) to adjust and settle any and all claims under insurance policies obtained by Tenant or those claiming by or through Tenant in connection with or relating to the Leased Premises or Improvements and to receive the proceeds of any such claims. The Landlord shall maintain proof of casualty and general liability insurance for the Leased Premises, or a self-insurance program, and provide appropriate proof of such policy or self-insurance program upon request.

8. Indemnity. Landlord shall not be liable for any loss, damage, death or injury of any kind or character to persons or property, arising from any use of the Leased Premises, or any part thereof, or caused by any defect in the Improvements, or caused by or arising from any act or omission of Tenant, or any of its agents, employees, sublessees, licensees or invitees, or by or from any accident on the Leased Premises or any fire or other casualty thereon, except to the extent

caused by the negligent or intentional act or omission of Landlord or any of its agents, employees, or contractors. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims arising from Tenant's or Tenant's invitee's, licensee's, or a trespasser's use of the Leased Premises, or from the conduct of Tenant's business, or from any activity, work or things done, permitted or suffered by Tenant in or about the Leased Premises or elsewhere, and shall further indemnify, defend and hold harmless Landlord from and against any and all claims to the extent arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Ground Lease, or arising from any negligence of Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or any action or proceeding brought against Landlord by reason of any such claims, and Tenant shall defend the same, at Tenant's expense, by counsel satisfactory to Landlord in its reasonable discretion. Tenant hereby waives all claims in respect thereof against Landlord other than claims arising out of Landlord's (to include Landlord's agents, employees, and contractors) negligence, willful misconduct or breach of Section 17 hereof. Tenant shall indemnify Landlord, including reasonable and actual legal costs, should the Tenant's operation or construction of the baseball and/or softball fields result in a third-party lawsuit, regardless of any negligence or intentional omissions from the Tenant, its employees, or agents.

Tenant shall not be liable for any loss, damage, death or injury of any kind or character to persons or property, arising from any use of the Leased Premises, or any part thereof caused by or arising from any act or omission of Landlord, or any of its agents, employees, licensees or invitees. Landlord shall indemnify, defend and hold harmless Tenant from and against any and all claims arising from Landlord's use of the Leased Premises, or from the conduct of Landlord's business, or from any activity, work or things done, permitted or suffered by Landlord in or about the Leased Premises and appurtenant infrastructure, and shall further indemnify, defend and hold harmless Tenant from and against any and all claims to the extent arising from any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Ground Lease, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or any action or proceeding brought against Tenant by reason of any such claims, and Landlord shall defend the same, at Landlord's expense, by counsel satisfactory to Tenant in its reasonable discretion.

9. Repairs and Maintenance. So long as the Improvements exist on the Leased Premises, Tenant, at its sole cost and expense, shall keep and maintain the Improvements in good and safe order, condition and repair, and in material compliance with all applicable governmental requirements, ordinary wear and tear excepted. Tenant shall be responsible for any necessary landscaping or snow removal services to the Leased Premises. Landlord shall be responsible, at its sole cost, for providing snowplow services to any and all ingress and egress areas to the Leased Premises. Additionally, Landlord shall be responsible for upkeep and maintenance of the infrastructure associated with the park itself, but not including the Improvements. Tenant shall submit a complete maintenance plan for the existing softball field facility on the Property for approval by the City.

10. Compliance with Laws and Ordinances. Tenant shall comply in all material respects with all federal, state, county and municipal laws, ordinances and regulations of any duly constituted authority or governmental entity governing the Leased Premises. Tenant, at its expense, shall have the right to contest or review by legal, administrative or other proceedings the validity of any such law, ordinance or regulation, or the application thereof. During such proceedings, compliance with any such law, ordinance and/or regulation may be deferred by Tenant upon the condition that Tenant shall secure the cost of complying with said law, ordinance or regulation in such manner as Landlord may reasonably request. Landlord shall join in such proceedings if necessary to prosecute such proceedings properly, but Landlord shall not be liable for

any expenses in connection therewith. The proceedings referred to herein shall include, without limitation, appropriate appeals from any judgments, decrees or orders made in any such proceedings.

Landlord shall comply with all federal and state laws, regulations, orders, mandates, and agreements entered into by or on behalf of Landlord related to the operation, maintenance, and control of the Leased Premises. Landlord shall communicate and cooperate with the Tenant on any matters that may affect the operation and maintenance of, or access to, the Leased Premises and the Improvements, including the coordination of event schedules.

Tenant, and all programs Tenant administers on the Leased Premises, shall comply with VPA Park Rules and Regulations, Concussion Protocols, and any other applicable VPA athletic safety policies and procedures.

11. Access to Leased Premises: Ingress and Egress. Tenant shall have access to the Leased Premises twenty-four (24) hours a day, all days of the year. Tenant shall also have the right to traverse other Landlord property, within reason, in order to access the Leased Premises and Improvements, as well as other facilities to conduct its normal course of conduct hereunder. Landlord agrees to always maintain at Landlord's expense ingress and egress points to the Leased Premises so that Tenant may fulfill the purpose of this Ground Lease. Tenant shall communicate and coordinate with the Landlord on all matters that arise concerning the operation of the Leased Premises, including any activities impacting the use of Tarkington Park, associated parking, and City lessees associated therewith. It is understood that Tenant shall have the ability to access and park vehicles which are directly associated with maintenance and operation of the Leased Premises. Tenant acknowledges that there shall not be permanent parking associated with the Leased Premises, except as constructed by Tenant as a part of Phase II of the Improvements. Landlord shall retain access to the Leased Premises at all times for any City purpose, except that Landlord and Tenant will mutually agree upon scheduling of Tenant events requiring temporary exclusive Tenant use of the Improvements. Members of the public shall retain access to the Property as a public park at all times, except that members of the public shall not have access to the Improvements within the Leased Premises, with the exception of parking, other than during attendance or participation at a Tenant-sponsored event.

12. Assignment. Tenant may not at any time sell, assign, convey or transfer (collectively, "Transfer") this Lease, or any obligations or rights hereunder, to any third party without Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any such Transfer shall be subject to all the covenants, conditions, agreements, and terms of this Lease. As a condition to any Transfer, the transferee shall assume and agree to be bound by all of the terms and provisions of this Lease and Tenant shall have no further rights or obligations hereunder.

13. Taxes. The parties acknowledge at the time of execution that no property taxes exist on the Leased Premises. However, should the Leased Premises or any land which later becomes subject to this Ground Lease, for any reason, become subject to property taxes during the term of this Ground Lease, Tenant shall have no obligation to pay or contribute to any tax assessment levied upon the Leased Premises unless said assessment is due to Tenant's occupancy of the Leased Premises. In the event that taxes are imposed on the Leased Premises due to reasons unrelated to the Tenant's occupancy of the Leased Premises but the amount of said assessment is higher than it would have been absent the Improvements, Tenant shall only be liable for the incremental increase attributable to said Improvements. Any personal property tax levied as a result of or related to the Improvements shall be Tenant's sole responsibility.

14. Casualty. If the Improvements are damaged or destroyed by fire, tornado or other

casualty, Tenant shall have no obligation to restore, repair or rebuild on the Leased Premises and shall, at Tenant's sole discretion, be free to terminate, without consequence, this Ground Lease. In the event that Tenant elects not to rebuild on the Leased Premises, Tenant shall return the Leased Premises as nearly as reasonably possible to its original condition as is mutually agreed upon by the parties.

15. Default and Termination. Tenant shall be in default of this Ground Lease if Tenant fails to comply with any material term, provision or covenant of this Ground Lease and Tenant does not cure such failure within thirty (30) days after receipt of written notice thereof from Landlord (or if such failure is of such nature that it cannot be completely cured within such period, if Tenant does not commence curing within such thirty (30) day period and thereafter proceed with reasonable diligence and in good faith to cure the default). Upon the occurrence of an event of default by Tenant, Landlord shall have all available remedies at law or in equity. If Tenant ceases to exist as an organization, this Lease will automatically end.

16. Educational Opportunities and Outreach. Landlord and Tenant shall work together to promote educational and outreach opportunities involving the Leased Premises consistent with the Recitals above.

17. Quiet Enjoyment. Landlord covenants and agrees that, so long as no event of default exists, subject to any applicable cure periods, Tenant shall have quiet and peaceful enjoyment of the Leased Premises to support the baseball and/or softball fields and shall not be unreasonably disturbed or interfered with by Landlord or any person claiming by, through or under Landlord, except as otherwise allowed herein.

18. Recording of Memorandum. Upon the execution hereof, Landlord and Tenant shall execute and deliver a memorandum in the form attached hereto as Exhibit C and Tenant, at its sole expense, shall record such memorandum in the real estate records of the St. Joseph County, Indiana Recorder's Office.

19. Notices. All notices to or demands upon Landlord or Tenant desired or required to be given under the provisions of this Ground Lease shall be in writing and shall be deemed to have been duly given upon the earlier of actual receipt, whether in person or via electronic delivery, or, if mailed, three (3) days after being deposited in the United States mail, registered or certified, return receipt requested, postage prepaid and addressed as follows:

or at such other address as either party may notify the other party as herein specified.

20. Amendment; Waiver. This Ground Lease may not be amended, modified, or supplemented, except by a written agreement executed by both of the parties hereto. The parties hereto may, by a writing signed by both of the parties, waive the performance by any party of any of the provisions to be performed by such party under this Ground Lease. The failure of any party hereto at any time to insist upon the strict performance of any provision of this Ground Lease shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such provision at a future time. The waiver by either party hereto of a breach of or noncompliance with any provision of this Ground Lease shall not operate or be construed as a continuing waiver or a waiver of any other or subsequent breach or noncompliance hereunder.

21. Brokers' Fees and Commissions. The parties hereby acknowledge, represent and warrant that no agents, brokers, or finders were involved in the negotiation and execution of this Ground Lease and that no agent, broker, finder, or other person is entitled to any commission on or compensation as a result of the negotiation or the execution of this Ground Lease. Each party shall indemnify the other party and hold it harmless from any and all liability for the breach of any such representation and warranty on its part and shall pay any compensation to any agent, broker, finder, or other person who may be deemed or held to be entitled thereto.

22. Binding Effect. This Ground Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, and assigns. Nothing in this Ground Lease, expressed or implied, is intended to confer upon any person, other than the parties hereto, except as provided above, any rights, remedies, obligations, or liabilities under or by reason of this Ground Lease.

23. Entire Agreement. This Ground Lease supersedes all other prior and contemporaneous understandings, commitments, representations, negotiations, discussions, and agreements, whether oral or written, express or implied, between the parties hereto relating to the matters contemplated hereby and constitutes the entire agreement between the parties hereto relating to the subject matter hereof.

24. Governing Law. This Ground Lease shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflict of law provisions. The parties agree that any litigation in connection with this Ground Lease shall be brought in either the Circuit Court of St. Joseph County, Indiana or the United States Federal Court for the Northern District of Indiana.

25. Construction. This Ground Lease is the product of negotiation by the parties hereto and shall be deemed to have been drafted by such parties. This Ground Lease shall be construed in accordance with the fair meaning of its provisions and its language shall not be strictly construed against, nor shall ambiguities be resolved against, either party.

26. Headings. The headings contained in this Ground Lease have been inserted and used solely for ease of reference and shall not be considered in the interpretation or construction of this Ground Lease.

27. Severability. In case any one or more of the provisions (or any portion thereof) contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Ground

Lease, but this Ground Lease shall be construed as if such invalid, illegal, or unenforceable provision or provisions (or portion thereof) had never been contained herein.

28. Force Majeure. If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Lease (other than an obligation or condition requiring the making of any payment hereunder) by any condition beyond the reasonable control of such party, including without limitation, any strike, lockout, labor dispute, inability to obtain labor or materials, an Act of God, unusually severe weather, governmental restriction, regulation or control, terrorist, enemy, or hostile governmental action, civil commotion, insurrection, pandemic, sabotage, or fire or other casualty, then the time to perform such obligation or satisfy such condition shall be extended for a period equal to the duration of the delay caused by such event plus thirty (30) days. If either party shall, as a result of any such event, be unable to exercise any right or option within any time limit provided therefore in this Lease, such time limit shall be deemed extended for a period equal to the duration of the delay caused by such event plus fifteen (15) days.


29. Authority. The persons executing this instrument on behalf of Landlord and Tenant each represent that they have been duly authorized to do so by appropriate action and this Ground Lease is binding upon such party.

30. Counterparts. This Ground Lease may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same agreement.


IN WITNESS WHEREOF, the parties hereto have executed this Ground Lease as of the day and year first above written.

SIGNATURE PAGE FOLLOWS**

**LESSOR, SOUTH BEND BOARD OF PARK
COMMISSIONERS**

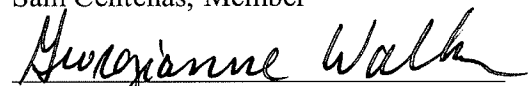


Mark Neal, President



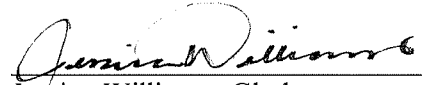
Consuella Hopkins, Vice President

Sam Centellas, Member



Georgianne Walker, Member

ATTEST:



Jessica Williams, Clerk

**LESSEE, EAST SIDE YOUTH
BASEBALL SOFTBALL ASSOCIATION**

By:
Title:

EXHIBIT A

Legal Description of the Leased Premises

**LESSOR, SOUTH BEND BOARD OF PARK
COMMISSIONERS**

Mark Neal, President

Consuella Hopkins, Vice President

Sam Centellas, Member

Georgianne Walker, Member

ATTEST:

Jessica Williams, Clerk

**LESSEE, EAST SIDE YOUTH
BASEBALL SOFTBALL ASSOCIATION**

By:
Title:

EXHIBIT A

Legal Description of the Leased Premises

PARCEL NUMBER 71-04-32-426-006.000-004

Parent Parcel Number

Property Address HICKORY RD- E SI LITTLE LEAG

Neighborhood 7124600 Exempt Property Class 660 Exempt: Park District (Public)

TAXING DISTRICT INFORMATION

Jurisdiction 71 St. Joseph

Area 002 Clay

Corporation N District 004 SOUTH BEND-CLAY

Routing Number 4-32H

DEPARTMENT OF PUBLIC PARKS

301 S ST LOUIS BL SOUTH BEND, IN 46617-3011 UNITED STATES OF AMERICA

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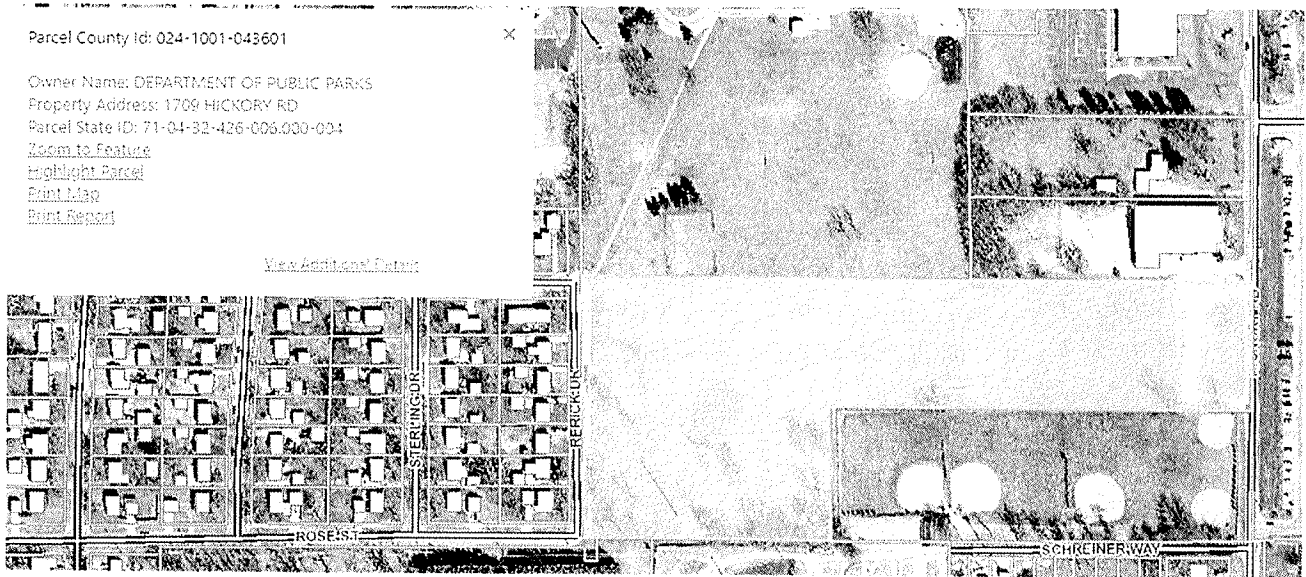


EXHIBIT B

Temporary Construction Area

EXHIBIT C

Memorandum of Lease

THIS MEMORANDUM OF LEASE, is executed by the parties hereto to evidence a certain Ground Lease Agreement between the EAST SIDE BASEBALL/SOFTBALL ASSOCIATION ("Tenant"), and the CITY OF SOUTH BEND, INDIANA ACTING BY AND THROUGH ITS BOARD OF PARKS COMMISSIONERS collectively ("Landlord") ("Landlord") dated June 26, 2023 (the "Lease"), upon certain terms, conditions and covenants, including the following:

1. The name and mailing address of the Landlord ("Landlord") is CITY OF SOUTH BEND, BOARD PARKS COMMISSIONERS, Attn: Clerk, 301 S. St. Louis Blvd, South Bend, Indiana 46617.

2. The name and mailing address of the Tenant ("Tenant") is East Side Baseball/Softball Association, Attn: [Insert address].

3. The property subject to the Lease consists of that certain real estate located in South Bend, St. Joseph County, Indiana, located within Section ____, Township ____, and Range ____ as more particularly described on Exhibit A attached hereto and made a part hereof, together with all rights-of-way, easements, servitudes, licenses, tenements, driveways, approaches, pavements, curbs and street front privileges and appurtenances belonging thereto (collectively, "Leased Premises").

4. The term of the Lease is for a period commencing on June 26, 2023 and ending on June 26, 2073.


5. Surrender of Leased Premises. Landlord acknowledges and agrees that title to the Improvements and all future Improvements, is in and shall remain in Tenant's name during the term of this Ground Lease. However, it is agreed and understood that upon the expiration or termination of this Ground Lease, or upon receipt of notice that Tenant has or will cease to exist as an organization, Tenant shall not demolish the Improvements unless such Improvements have outlived their usefulness and constitute a financial burden to Landlord as determined by Landlord. If Landlord determines that some or all of the Improvements should not be demolished, then Tenant shall not demolish those Improvements and shall donate such Improvements to Landlord within one hundred eighty (180) days after the determination by Landlord that such Improvements should not be demolished. Notwithstanding the above or the definition of Improvements, prior to donating the Improvements to Landlord, Tenant reserves the right to specifically remove any and all equipment or personal property of Tenant comprising the Improvements, unless otherwise mutually agreed by Landlord and Tenant. If Landlord does not make a determination within sixty (60) days after the expiration or termination of this Ground Lease, then Tenant shall have no obligation to demolish the Improvements as set forth herein.

This Memorandum of Lease is executed solely for the purpose of giving notice to third parties of the existence of the Lease and certain terms thereof. Reference is made to the Lease which contains a full description of the rights and duties of Landlord and Tenant and the terms, conditions, provisions and limitations on the use and occupancy of the Leased Premises and Remainder Parcel. This Memorandum of Lease (or the description of certain such rights, duties, conditions and limitations) shall in no way or under any circumstances affect the terms and conditions of the Lease or the interpretation of the rights and duties of Landlord and Tenant thereunder.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be executed as of the date set forth above.

GRANTOR

CITY OF SOUTH BEND, INDIANA BOARD OF PARK COMMISSIONERS

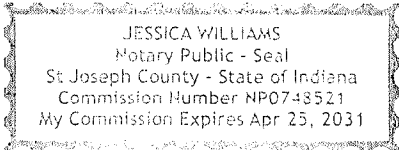


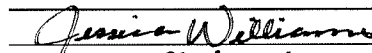
Mark Neal, President

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public for and in said County and State this 26 day of June 2023 appeared Mark Neal known to me to be, President of the City of South Bend, Indiana, Board of Park Commissioners, the Grantor, and acknowledged the execution of the foregoing Easement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.




_____, Notary Public
Resident of St. Joseph County, IN

Commission expires: April 25, 2031

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Jenna K. Throw, Esq.

This instrument prepared by Jenna K. Throw, Assistant City Attorney, City of South Bend, 227 W. Jefferson Blvd., Suite 1200S, South Bend, IN 46601.

EXHIBIT A

LEGAL DESCRIPTION FOR LAND SUBJECT TO GROUND LEASE

Leased Premises Description