

## REAL PROPERTY TRANSFER AGREEMENT

This Real Property Transfer Agreement is entered into as of \_\_\_\_\_ (the “Effective Date”), by and between the City of South Bend, acting by and through its Board of Public Works, of 1300 N. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601 (the “City”) and Affordable HomeMatters Indiana LLC, an Indiana non-profit corporation, with its registered address being 1704 Bellefontaine St., Indianapolis, Indiana 46202 (“Affordable HomeMatters”) (each a “Party,” and together the “Parties”).

### RECITALS

A. The City is a municipal corporation existing and operating pursuant to the laws of the State of Indiana.

B. Intend Indiana (Intend) is an Indiana non-profit corporation organized exclusively to conduct, support, encourage, and assist such charitable, educational, and other programs and projects as are described both in Section 170(c)(2)(B) and 501(c)(3) of the Internal Revenue Code and is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code.

C. Affordable HomeMatters Indiana LLC (“Affordable HomeMatters Indiana”) is a single member limited liability company owned and operated by Intend to advance the charitable purpose of Intend.

D. The City owns certain real property described in attached Exhibit A (the “Properties”).

E. Intend, through Affordable HomeMatters Indiana, desires to acquire ownership of the Properties from the City for the opportunity to apply for funding to build affordable housing, and desires to enter into an agreement for acquisition of the Properties.

F. Pursuant to I.C. 36-1-11-1(b)(7), a sale or lease of property by the City to an Indiana non-profit corporation organized for educational, literary, scientific, religious, or charitable purposes that is exempt from federal income taxation under Section 501 of the Internal Revenue Code is not subject to the disposition requirements of I.C. 36-1-11.

G. The City, acting by and through the Board of Public Works, has determined that conveying the Properties to Intend under the terms of this Agreement is in the best interests of the residents of the City.

NOW, THEREFORE, in consideration of the mutual covenants stated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Intend agree as follows:

1. Qualifications of Intend. Intend represents and warrants that (a) it is a non-profit corporation organized under the laws of the State of Indiana; (b) Intend’s articles of incorporation dated May 3<sup>rd</sup> 20224 (the “Articles”), attached hereto as Exhibit B, have not been superseded or amended and currently remain in full force and effect; (c) Intend is currently exempt from federal income taxation as stated in the Internal Revenue Service letter dated August 30, 2022 attached hereto as Exhibit C; and (d) as a single member subsidiary of Intend, Affordable HomeMatters Indiana is tax exempt under Section 501 of the Internal Revenue Code.

2. Transfer of Properties. The City desires to convey the Properties to Affordable HomeMatters Indiana for and in consideration of One Dollar (\$1.00), and Affordable HomeMatters Indiana desires to accept the Properties, and any and all improvements located on the Properties, subject to the terms and conditions of this Agreement.

3. Use of Properties. Intend agrees to use the Properties only for purposes consistent with and permissible under its Articles and Section 501(c)(3) of the Internal Revenue Code and for no other purpose. Specifically, Intend desires to acquire ownership of the Properties to apply for funding to build affordable housing. If Intend secures such funding, Intend will then pursue its intended use for the Properties as income-based single family and multi-family housing with a minimum of twenty ( 20 ) housing units (the “Intended Use”). Intend covenants and agrees that neither Intend nor any of Intend’s affiliates, successors or assigns will change its use of the Properties from the Intended Use of the Properties defined above without obtaining the City’s prior consent to such change in writing.

4. Investigation; Intend Contingency.

(a) Investigation. From and after the Effective Date, and upon Intend providing City with evidence that Intend has commercial general liability insurance reasonably acceptable to the City in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence, Intend and its agents shall have the right, but no obligation, at its sole cost:

- i. to enter upon the Properties to conduct the tests, inspections, studies, assessments and investigations contemplated under this Agreement from time to time (collectively, “Tests”); and
- ii. to collect such Tests of the Properties and information with respect to the Properties, the Intended Use and/or this Agreement, all as Intend may deem desirable, including, without limitation:
  1. any environmental assessment, evaluation or study (including a “Phase I” environmental site assessment); and
  2. topographic, engineering, traffic, parking and other feasibility studies.

Notwithstanding the foregoing, Intend will not conduct any invasive Tests, including, without limitation, Phase II environmental assessments or soil borings, without City’s prior written consent, which consent shall not be unreasonably withheld or delayed. Intend shall conduct all Tests at a time and in a manner as to reasonably minimize interference with City’s operations on or about the Properties

and any neighboring properties. Intend shall indemnify, defend and hold City, its officials, members, employees, agents, contractors, lessees, licensees, invitees, successors and assigns harmless from any and all liabilities, claims, damages and expenses (including attorneys' fees, court costs, and costs of investigation) arising out of or in connection with the Tests or the entry on to the Properties by Intend or its agents. From and after the Effective Date, City agrees that City shall, at the request of Intend and without cost to City, cooperate with Intend in connection with any and all private and governmental approvals, rezoning, land subdivisions and other matters necessary for Intend's Intended Use.

- (b) Intend Contingency. The City acknowledges that Intend contemplates acquiring the Properties for Intend's Intended Use. In addition to any and all other conditions and contingencies in this Agreement, Intend's obligations under this Agreement are hereby conditioned upon Intend's receipt of funding to build affordable housing ("Funding") reservation from the Federal Home Loan Bank of Indianapolis ("Bank") for the Intended Use. If the Funding approval is not received within one hundred and forty (140) days of Bank accepting Intend's application, or in the event Intend fails to submit its application to Bank prior to December 31, 2024, this Agreement shall terminate, and no transfer of the Properties shall occur. Furthermore, if at any time on or before December 31, 2024 (the "Contingency Date"), Intend determines, for any reason, in Intend's sole discretion, that the Property or the transaction described herein is unacceptable to Intend, then Intend shall have the right to terminate this Agreement by giving written notice of termination to the City at any time on or before the Contingency Date ("Intend's Contingency"). Any failure by Intend to give such notice shall constitute an election by Intend to not so terminate, in which event Buyer's right to terminate this Agreement shall be deemed to have been waived. Following any termination of this Agreement, the Parties shall be relieved of any further obligations or liabilities under this Agreement, except those obligations that expressly survive termination hereof.

5. Title Insurance; Survey. Within thirty (30) days of the Acceptance Date, the City, at Intend's sole cost, shall deliver a written commitment by a title insurance company selected by Intend (the "Title Company") to issue to Intend a current ALTA Form owner's policy of title insurance with respect to the Properties in an amount determined by Buyer (the "Title Commitment"). Intend shall have the right to obtain, at Intend's sole cost, a new or updated survey, in a form determined by Intend (the "Survey"). The City's special warranty of title set forth in the deed and the City's other representations and warranties, if any, with respect to the Properties shall be subject to all exceptions set forth elsewhere in this Agreement and all matters disclosed on the Title Commitment or Survey including, without limitation, all easements, covenants, conditions, restrictions, requirements, standard exceptions and special exceptions, except for monetary liens which will be paid out of Closing. If the Title Commitment or Survey discloses any matters unacceptable to Intend, in Intend's sole discretion, (the "Title Defects"), Intend shall notify the City of such Title Defects no later than thirty (30) days before the Contingency Date. If Seller fails to correct the Title Defects to Intend's satisfaction in advance of the Contingency Date, Buyer may (a) terminate this Agreement upon written notice to Seller and all Earnest Money shall be returned to Buyer, or (b) waive Buyer's objection to such Title

Defects and take title subject to the same. Any title exceptions contained on the Title Commitment and not objected to by Intend in accordance with this Section 5, or a title exception that shall be objected to initially, but such objection thereto is later waived or acquiesced to by Intend, shall be deemed a "Permitted Exception" hereunder.

6. Closing. Provided Intend receives the Funding award from the Bank for the Intended Use and all conditions of closing hereunder have been satisfied or waived, the closing of the transaction described herein (the "Closing") shall occur at the offices of the Title Company on or before the Closing Date. The City shall deliver all of the following on or before the Closing Date:

- (a) A special warranty deed in the form attached hereto as Exhibit B sufficient to convey and warrant to Intend fee simple absolute title to the Properties, to extent such title is affected by City's actions, subject only to the Permitted Exceptions (the "Special Warranty Deed"), which Special Warranty Deed will restrict Intend's use of the Properties to the Intended Use and other uses as allowed by this Agreement, and will prohibit Intend from discriminating in the sale, lease, rental, use, occupancy, or enjoyment of the Properties or any improvements constructed on the Properties;
- (b) Any required real estate sales disclosure; and
- (c) Such other documents as may be necessary or proper to comply with this Agreement or required (by the Title Company or otherwise) to carry out its terms.

In addition, exclusive occupancy of the Properties shall be delivered by the City to Intend at Closing. Intend shall deliver all of the following to the City, all of which shall be fully executed by Intend, as appropriate:

- (a) Any required real estate sale disclosure; and
- (b) Such other documents as may be necessary or proper to comply with this Agreement or required to carry out its terms.

7. Intend Post-Closing Development Obligations. Provided Closing occurs, within six (6) months after the Closing Date, Intend will commence construction and redevelopment of the Properties for the Intended Use. Intend will expend an amount (including hard and soft costs) of not less than Five Million Dollars (\$5,000,000) for constructing income-based single family and multi-family housing on the Properties and all other related improvements (collectively, the "Property Improvements") to redevelop the Properties for the Intended Use. Promptly upon completing the Property Improvements, Intend will submit to the City records proving the above required expenditures and will provide to the City copies of the certificate(s) of occupancy for the Property Improvements. Intend shall permit the City to perform reviews and monitor the progress of the construction of the Property Improvements. The Parties expect the Property Improvements to be completed within thirty (30) months of the Construction Commencement Date (the "Completion Date"). If the Property Improvements have not been substantially completed by the Completion Date, Intend shall be in default under this Agreement, and the City shall have the option to exercise any of its rights under Section 12 of this Agreement. In anticipation of

performing its obligations under this Section 7, Intend shall also provide the designs, plans, and specifications for Property Improvements consistent with City standards for the review and comment by the City's Planning Director or their designee, who, in their sole discretion, may request revisions or amendments to be made to the same. Acceptance of the design and plans by the Planning Director or their designee prior to construction shall be a prerequisite for the issuance of a Certificate of Completion (as later defined herein). Intend covenants and agrees that neither Intend nor any of Intend's successors or assigns will change its use of the Property from the Intended Use of the Property defined above without obtaining City's prior consent to such change in writing.

8. Certificate of Completion. Promptly after Intend completes the Property Improvements and proves the same to City's reasonable satisfaction in accordance with the terms of Section 7(a) above, upon Intend's request, the City will issue to Intend a certificate acknowledging such completion (the "Certificate of Completion").

9. No Warranties. Intend agrees to accept the Properties in its condition on the Closing Date "as-is, where-is" and without any representations or warranties by the City concerning title to or the condition of the Properties. The City offers no such representation or warranty as to title or condition, and nothing in this Agreement will be construed to constitute such a representation or warranty as to title or condition. Intend may, at its sole cost and expense, obtain an owner's policy of title insurance or a survey prior to the transfer of such Properties.

10. Taxes. Intend, and Intend's successors and assigns, will be liable for any and all real property taxes and assessments, if any, assessed and levied against the Properties with respect to the year in which the Closing takes place and for all subsequent years. The City will have no liability for any real property taxes and assessments associated with the Properties, and nothing in this Agreement shall be construed to require the proration or other apportionment of real property taxes or assessments resulting in the City's liability therefor.

11. Entire Agreement; Severability. This Agreement embodies the entire agreement between the Parties and supersedes all prior discussions, understandings, or agreements between the Parties concerning the transaction contemplated in this Agreement, whether written or oral. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated.

12. Default. If either Party defaults under this Agreement, the non-defaulting Party shall have any and all remedies available to it under this Agreement and otherwise at law or in equity including, without limitation: (i) the right of specific performance; (ii) the right to terminate this Agreement at any time after such default by delivering written notice of termination to the defaulting Party; and/or (iii) the right to sue for damages, provided, however, that in no event shall the City be liable for more than One Thousand Dollars (\$1,000.00) in damages. All such remedies of a non-defaulting Party shall be cumulative and not exclusive. If Intend defaults under this

Agreement and fails to complete the post-closing development obligations set forth in Section 7, the City shall have the right to re-enter and take possession of the Properties and to terminate and revert in the City the estate conveyed to Intend at Closing and all of Intend's rights and interests in the Properties without offset or compensation for the value of any improvements made by Intend. In the event City pursues legal action (including arbitration) to enforce or interpret this Agreement, Intend shall pay City's reasonable attorneys' fees and other costs and expenses (including expert witness fees).

13. Notices. All notices, demands and communications required or which either Party desires to give or make hereunder shall be effective (at the time set forth in Section 13(b)) if in writing signed by or on behalf of the Party giving or making the same, and if served/delivered to the addresses and/or fax numbers set forth below and in any of the following manners: (i) personally; (ii) by United States certified mail, return receipt requested; or (iii) by a national courier service for next business day delivery.

To City:                   CommunityInvestment  
                                  Attn: Property Development Manager  
                                  227 W. Jefferson Blvd. Suite 1400 S.  
                                  South Bend, IN 46601  
                                  Telephone: 574-235-9337

With a copy to:       City of South Bend Legal Department  
                                  Attn: Corporation Counsel  
                                  County-City Building, Suite 1200 S.  
                                  227 W. Jefferson Blvd.  
                                  South Bend, IN 46601

To Intend:               Intend Indiana  
                                  Attn: Chief Executive Officer  
                                  1704 Bellefontaine Street  
                                  Indianapolis, IN 46202

To Affordable HomeMatters Indiana LLC:  
                                  Affordable HomeMatters Indiana  
                                  Attn: Chief Executive Officer  
                                  1704 Bellefontaine Street  
                                  Indianapolis, IN 46202

Either Party may, by written notice, modify its address or representative for future notices. Notices given personally shall be deemed to have been given upon receipt. Notices mailed by United States mail shall be deemed to have been given on the third business day after the date of mailing or upon receipt by either Party if a written receipt is signed therefor. Notices sent by United States mail or national courier service for next day or next business day delivery shall be deemed to have been given on such next day or next business day, as the case may be, following deposit. Either Party hereto may change its address for the

service as aforesaid by giving written notice to the other of such change of address in accordance with the provision of this Section 13.

14. Assignment. Intend may not assign this Agreement or any of its rights hereunder, in whole or in part, without the prior written consent of the City. In the event the Intend wishes to obtain the City's consent regarding a proposed assignment of this Agreement, the City may request and Intend will provide any and all information reasonably demanded by the City in connection with the proposed assignment and/or the proposed assignee.

15. Dispute Resolution; Waiver of Jury Trial. Any action to enforce the terms or conditions of this Agreement or otherwise concerning a dispute under this Agreement will be commenced in the courts of St. Joseph County, Indiana, unless the Parties mutually agree to an alternative method of dispute resolution. The Parties acknowledge that disputes arising under this Agreement are likely to be complex and they desire to streamline and minimize the cost of resolving such disputes. In any legal proceeding, each Party irrevocably waives the right to trial by jury in any action, counterclaim, dispute, or proceeding based upon, or related to, the subject matter of this Agreement. This waiver applies to all claims against all parties to such actions and proceedings. This waiver is knowingly, intentionally, and voluntarily made by both Parties.

16. Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana. Venue for any action concerning this Agreement will be in the courts of St. Joseph County, Indiana.

17. Waiver. Neither the failure nor any delay on the part of a Party to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of any such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

18. Recitals and Exhibits. The above recitals and the attached exhibits are hereby incorporated into this Agreement.

19. Authority; Counterparts. Each undersigned person signing and delivering this Agreement on behalf of the Parties, respectively, represents and warrants that he or she is duly authorized and fully empowered to sign and deliver this Agreement. The Parties may execute this Agreement in separate counterparts, which taken together will constitute one original document. An electronically transmitted copy of a signature will be regarded as an original signature.

20. Time. Time is of the essence as to all terms and conditions of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the City and Intend have signed this Real Property Transfer Agreement to be effective as of the Effective Date.

**CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS**



Elizabeth A. Maradik, President



Joseph R. Molnar, Vice President



Gary A. Gilot, Member



Briana Micou, Member



Murray L. Miller, Member

ATTEST:




Theresa M. Heffner, Clerk

Date: June 25, 2024

**AFFORDABLE HOME MATTERS  
INDIANA LLC**

By its Sole Member, Intend Indiana, Inc.,  
an Indiana non-profit corporation

By:   
DocuSigned by:  
A4BA92A78CD94F2...

Printed: Steven Meyer

Title: Chief Executive Officer

By:   
DocuSigned by:  
559B6EEC4EF742E...

Printed: Stephanie Quick

Title: President



## **EXHIBIT A**

### **Description of Properties**

#### **PARCEL I**

**Address:** 614 BLAINE AVE

**Parcel ID:** 018-1035-1511

**Tax ID:** 71-08-02-378-009.000-026

**Legal Description:** LOT 27 J N LEDERERS ADD

#### **PARCEL II**

**Address:** V\L ADJ 1132 HARVEY ST

**Parcel ID:** 018-1032-1393

**Tax ID:** 71-08-02-380-002.000-026

**Legal Description:** Lot 22 Birner Place Add

#### **PARCEL III**

**Address:** 521 BLAINE AVE

**Parcel ID:** 018-1036-1586

**Tax ID:** 71-08-02-377-033.000-026

**Legal Description:** Lot 26 Klingels Sub Of D & F Of Klingels Mich Ave Add

#### **PARCEL IV**

**Address:** 507 BLAINE AVE

**Parcel ID:** 018-1031-1371

**Tax ID:** 71-08-02-377-038.000-026

**Legal Description:** Lot 66 Birner Place Add

#### **PARCEL V**

**Address:** 505 BLAINE AVE

**Parcel ID:** 018-1031-1372

**Tax ID:** 71-08-02-377-039.000-026

**Legal Description:** LOT 65 BIRNER PL ADD

#### **PARCEL VI**

**Address:** 536 BLAINE AVE

**Parcel ID:** 018-1035-1517

**Tax ID:** 71-08-02-378-015.000-026

**Legal Description:** LOT 32 LEDERERS ADD

#### **PARCEL VII**

**Address:** 1132 HARVEY ST

**Parcel ID:** 018-1032-1394

**Tax ID:** 71-08-02-380-003.000-026

**Legal Description:** Lot 23 Birner Place Add

**PARCEL VIII**

**Address:** 511 BLAINE AVE

**Parcel ID:** 018-1031-1370

**Tax ID:** 71-08-02-377-037.000-026

**Legal Description:** Lot 67 Birner Place Add

**PARCEL IX**

**Address:** 516 BLAINE AVE

**Parcel ID:** 018-1032-1392

**Tax ID:** 71-08-02-380-001.000-026

**Legal Description:** Lot 21 Birner Place Add

**PARCEL X**

**Address:** 513 BLAINE AVE

**Parcel ID:** 018-1036-1589

**Tax ID:** 71-08-02-377-036.000-026

**Legal Description:** Lot 29 Klingels Mich Ave Add Sub Of Outlot F

**PARCEL XI**

**Address:** 517 BLAINE AVE

**Parcel ID:** 018-1036-1588

**Tax ID:** 71-08-02-377-035.000-026

**Legal Description:** Lot 28 Klingels Mich Ave Add Sub Of D & F

**PARCEL XII**

**Address:** 519 BLAINE AVE

**Parcel ID:** 018-1036-1587

**Tax ID:** 71-08-02-377-034.000-026

**Legal Description:** Lot 27 42' X 101.6' Klingels Mich Ave Add Of Sub Outlot F

**PARCEL XIII**

**Address:** 522 BLAINE AVE

**Parcel ID:** 018-1032-1381

**Tax ID:** 71-08-02-378-027.000-026

**Legal Description:** N PTS LOTS 19 & 20 BIRNER PLACE ADDITION

**PARCEL XIV**

**Address:** 1133 HARVEY ST

**Parcel ID:** 018-1032-138201

**Tax ID:** 71-08-02-378-028.000-026

**Legal Description:** S Pts Lots 19 & 20 Ex Strip Of Land N & Adj Birner Place Add

**PARCEL XV**

**Address:** 528 BLAINE AVE

**Parcel ID:** 018-1035-1519

**Tax ID:** 71-08-02-378-017.000-026

**Legal Description:** LOT 34 EX 38.2'E END J N LEDERERS ADD

**PARCEL XVI**

**Address:** 602 BLAINE AVE

**Parcel ID:** 018-1035-1515

**Tax ID:** 71-08-02-378-013.000-026

**Legal Description:** LOT 30 J N LEDERERS ADD

**PARCEL XVII**

**Address:** 607 BLAINE AVE

**Parcel ID:** 018-1036-1571

**Tax ID:** 71-08-02-377-027.000-026

**Legal Description:** LOT 7 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XVIII**

**Address:** 608 BLAINE AVE

**Parcel ID:** 018-1035-1514

**Tax ID:** 71-08-02-378-012.000-026

**Legal Description:** LOT 29 E 1/2 J N LEDERER

**PARCEL XIX**

**Address:** 606 BLAINE AVE

**Parcel ID:** 018-1035-1513

**Tax ID:** 71-08-02-378-011.000-026

**Legal Description:** LOT 29 W 1/2 J N LEDERERS ADDITION

**PARCEL XX**

**Address:** 529 BLAINE AVE

**Parcel ID:** 018-1036-1579

**Tax ID:** 71-08-02-377-031.000-026

**Legal Description:** LOT 11 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXI**

**Address:** 602 N CLEVELAND AVE

**Parcel ID:** 018-1036-1569

**Tax ID:** 71-08-02-377-009.000-026

**Legal Description:** LOT 15 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXII**

**Address:** 612 N CLEVELAND AVE

**Parcel ID:** 018-1036-1566

**Tax ID:** 71-08-02-377-006.000-026

**Legal Description:** LOT 12 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXIII**

**Address:** 549 CLEVELAND AVE

**Parcel ID:** 018-1036-1552

**Tax ID:** 71-08-02-376-041.000-026

**Legal Description:** LOT 16 W A LINTNER ADD

**PARCEL XXIV**

**Address:** 528 N CLEVELAND AVE

**Parcel ID:** 018-1036-1582

**Tax ID:** 71-08-02-377-016.000-026

**Legal Description:** LOT 22 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXV**

**Address:** 508 N CLEVELAND AVE

**Parcel ID:** 018-1031-1366

**Tax ID:** 71-08-02-377-023.000-026

**Legal Description:** LOT 72 BIRNER PL ADD

**PARCEL XXVI**

**Address:** 520 N CLEVELAND AVE

**Parcel ID:** 018-1031-1362

**Tax ID:** 71-08-02-377-019.000-026

**Legal Description:** LOT 68 BIRNER PL ADD

**PARCEL XXVII**

**Address:** 611 N CLEVELAND AVE

**Parcel ID:** 018-1036-1544

**Tax ID:** 71-08-02-376-038.000-026

**Legal Description:** LOT 8 W A LINTNER ADD

**PARCEL XXVIII**

**Address:** 507 CLEVELAND AVE

**Parcel ID:** 018-1031-1359

**Tax ID:** 71-08-02-376-055.000-026

**Legal Description:** LOT 77 BIRNER PL ADD

**PARCEL XXIX**

**Address:** 519 CLEVELAND AVE

**Parcel ID:** 018-1031-1355

**Tax ID:** 71-08-02-376-051.000-026

**Legal Description:** Lot 81 Birner Place Add

**PARCEL XXX**

**Address:** 529 CLEVELAND AVE

**Parcel ID:** 018-1036-1558

**Tax ID:** 71-08-02-376-048.000-026

**Legal Description:** LOT 22 W A LINTNER ADD

**PARCEL XXXI**

**Address:** 1136 LINCOLN WAY W

**Parcel ID:** 018-1036-1563

**Tax ID:** 71-08-02-377-003.000-026

**Legal Description:** LOT 3 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXXII**

**Address:** 1118 BIRNER ST

**Parcel ID:** 018-1033-1436

**Tax ID:** 71-08-02-381-004.000-026

**Legal Description:** LOT 46 BIRNER PL ADD

**PARCEL XXXIII**

**Address:** 411 SHERMAN AVE

**Parcel ID:** 018-1034-1492

**Tax ID:** 71-08-02-379-038.000-026

**Legal Description:** Se Cor Lot 2 Witherills Sub & Ex Nw Pt Lot 21 Wm Miller Sub

**PARCEL XXXIV**

**Address:** 1110 BIRNER ST

**Parcel ID:** 018-1033-1438

**Tax ID:** 71-08-02-381-006.000-026

**Legal Description:** Lot 48 Birner Place Add

**PARCEL XXXV**

**Address:** 424 ALLEN ST

**Parcel ID:** 018-1032-1419

**Tax ID:** 71-08-02-379-021.000-026

**Legal Description:** Lot 4 Bimer Place Add

**PARCEL XXXVI**

**Address:** 502 SHERMAN AVE

**Parcel ID:** 018-1034-1485

**Tax ID:** 71-08-02-382-010.000-026

**Legal Description:** LOT 11 WITHERILLS SUB

**PARCEL XXXVII**

**Address:** 503 SHERMAN AVE

**Parcel ID:** 018-1034-1482

**Tax ID:** 71-08-02-379-031.000-026

**Legal Description:** LOT 12 EX TRI PC 11 FT ON N LINE TRI PC 11 FT ON SHERMAN AVE X 29.67 FT & LOT 14 WITHERILLS SUB

**PARCEL XXXVIII**

**Address:** 520 SHERMAN AVE

**Parcel ID:** 018-1034-1478

**Tax ID:** 71-08-02-382-006.000-026

**Legal Description:** LOT 19 WITHERILLS SUB

**PARCEL XXXIX**

**Address:** LOT 22 J N LEDERERS ADD

**Parcel ID:** 018-1035-1525

**Tax ID:** 71-08-02-378-023.000-026

**Legal Description:** 517 ALLEN ST

**PARCEL XL**

**Address:** 426 LA PORTE AVE

**Parcel ID:** 018-1031-1378

**Tax ID:** 71-08-02-377-045.000-026

**Legal Description:** Lot 59 Ex Tri Pc Sely End Birner Place Add

**PARCEL XLI**

**Address:** 431 ALLEN ST

**Parcel ID:** 018-1032-1401

**Tax ID:** 71-08-02-380-018.000-026

**Legal Description:** Lots 29 & 30 34.8 Ft Mid Pt Birner Place Add

**PARCEL XLII**

**Address:** 525 ALLEN ST

**Parcel ID:** 018-1035-1523

**Tax ID:** 71-08-02-378-021.000-026

**Legal Description:** LOT 24 J N LEDERERS ADD

**PARCEL XLIII**

**Address:** 1117 HARVEY ST

**Parcel ID:** 018-1032-1387

**Tax ID:** 71-08-02-378-032.000-026

**Legal Description:** LOT 15 BIRNER PLACE

**EXHIBIT B**

**Articles of Incorporation of  
Intend Development Corporation**

[See attached.]

**EXHIBIT C**

**IRS 501(c)(3) Qualification Letter**

[See attached.]



**EXHIBIT D**

**Form of Special Warranty Deed**

**AUDITOR'S RECORD**

TRANSFER NO. \_\_\_\_\_

TAXING UNIT \_\_\_\_\_

DATE \_\_\_\_\_

KEY NO. Multiple See Attached

**SPECIAL WARRANTY DEED**

THIS INDENTURE WITNESSETH THAT the City of South Bend, Indiana, by and through its Board of Public Works, 1300 N. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601 (the "Grantor" or the "City")

CONVEYS AND SPECIALLY WARRANTS TO Affordable Home Matters Indiana LLC, an Indiana non-profit corporation, with its registered address being 1704 Bellefontaine St., Indianapolis, Indiana 46202 (the "Grantee") for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following real estate in St. Joseph County, Indiana (the "Properties"):

See Attached Exhibit 1

Grantor and Grantee covenant and agree that Grantor conveys the Properties to Grantee subject to the requirement that Grantee, and its successors and assigns, may use the Properties solely for (i) income-based, single family or multi-family housing, and market-rate single family or multi-family housing (ii) any other use consented to in writing by Grantor, and Grantee shall not discriminate in the lease, rental, use, occupancy, or enjoyment of the Property or any improvements constructed on the Property. This restriction will at all times be subject to any mortgages recorded against the Property, and any foreclosure or deed in lieu of foreclosure with regard to any such mortgage shall automatically without further action terminate this restriction.

Pursuant to Section 12 of the Real Estate Transfer Agreement, the Grantor conveys the Property to the Grantee by this deed subject to certain conditions subsequent. In the event the Grantee fails to perform the conditions subsequent, or satisfactorily to prove such performance, in accordance with Section 12 of the Real Estate Transfer Agreement, then the Grantor shall have the right to re-enter and take possession of the Property and to terminate and revert in the Grantor the estate conveyed to the Grantee by this deed and all of the Grantee's rights and interests in the Property without offset or compensation for the value of any improvements to the Property made by the Grantee. The recordation of a Certificate of Completion in accordance with Section 8 of the Real Estate Transfer Agreement will forever release and discharge the Grantor's reversionary interest stated in this paragraph.

Grantor hereby conveys the Property subject to all covenants, restrictions, and easements of record.

Each of the undersigned persons executing this deed on behalf of the Grantor represents and certifies that each has been fully empowered and authorized to execute this Special Warranty Deed and that all action necessary to complete this conveyance on Grantor's behalf has been duly taken.

Dated this 25<sup>th</sup> day of June, 2024.

GRANTOR:

City of South Bend, Indiana, by and through its Board of Public Works

By: [Signature]  
Elizabeth Maradik, President

ATTEST:

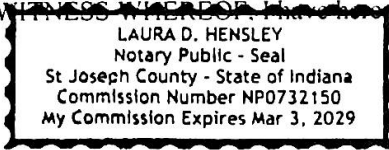
By: [Signature]  
Theresa Heffner, Clerk

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

Before me, the undersigned, a Notary Public for and in said County and State this 25<sup>th</sup> day of June, 2024, personally appeared Elizabeth Maradik and Theresa Heffner, to me known to be the President and Clerk, respectively, of the City of South Bend, Indiana, Board of Public Works, the Grantor, and acknowledged execution of the foregoing Quit Claim Deed.

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

(SEAL)



[Signature]  
Laura D. Hensley, Notary Public  
Resident of St. Joseph County, IN

Commission expires: March 3, 2029

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. *s/ Danielle Campbell Weiss*

Prepared by Danielle Campbell Weiss, Senior Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601

EXHIBIT 1

Parcels for Transfer

**PARCEL I**

**Address:** 614 BLAINE AVE

**Parcel ID:** 018-1035-1511

**Tax ID:** 71-08-02-378-009.000-026

**Legal Description:** LOT 27 J N LEDERERS ADD

**PARCEL II**

**Address:** V\L ADJ 1132 HARVEY ST

**Parcel ID:** 018-1032-1393

**Tax ID:** 71-08-02-380-002.000-026

**Legal Description:** Lot 22 Birner Place Add

**PARCEL III**

**Address:** 521 BLAINE AVE

**Parcel ID:** 018-1036-1586

**Tax ID:** 71-08-02-377-033.000-026

**Legal Description:** Lot 26 Klingels Sub Of D & F Of Klingels Mich Ave Add

**PARCEL IV**

**Address:** 507 BLAINE AVE

**Parcel ID:** 018-1031-1371

**Tax ID:** 71-08-02-377-038.000-026

**Legal Description:** Lot 66 Birner Place Add

**PARCEL V**

**Address:** 505 BLAINE AVE

**Parcel ID:** 018-1031-1372

**Tax ID:** 71-08-02-377-039.000-026

**Legal Description:** LOT 65 BIRNER PL ADD

**PARCEL VI**

**Address:** 536 BLAINE AVE

**Parcel ID:** 018-1035-1517

**Tax ID:** 71-08-02-378-015.000-026

**Legal Description:** LOT 32 LEDERERS ADD

**PARCEL VII**

**Address:** 1132 HARVEY ST

**Parcel ID:** 018-1032-1394

**Tax ID:** 71-08-02-380-003.000-026

**Legal Description:** Lot 23 Birner Place Add

**PARCEL VIII**

**Address:** 511 BLAINE AVE

**Parcel ID:** 018-1031-1370

**Tax ID:** 71-08-02-377-037.000-026

**Legal Description:** Lot 67 Birner Place Add

**PARCEL IX**

**Address:** 516 BLAINE AVE

**Parcel ID:** 018-1032-1392

**Tax ID:** 71-08-02-380-001.000-026

**Legal Description:** Lot 21 Birner Place Add

**PARCEL X**

**Address:** 513 BLAINE AVE

**Parcel ID:** 018-1036-1589

**Tax ID:** 71-08-02-377-036.000-026

**Legal Description:** Lot 29 Klingels Mich Ave Add Sub Of Outlot F

**PARCEL XI**

**Address:** 517 BLAINE AVE

**Parcel ID:** 018-1036-1588

**Tax ID:** 71-08-02-377-035.000-026

**Legal Description:** Lot 28 Klingels Mich Ave Add Sub Of D & F

**PARCEL XII**

**Address:** 519 BLAINE AVE

**Parcel ID:** 018-1036-1587

**Tax ID:** 71-08-02-377-034.000-026

**Legal Description:** Lot 27 42' X 101.6' Klingels Mich Ave Add Of Sub Outlot F

**PARCEL XIII**

**Address:** 522 BLAINE AVE

**Parcel ID:** 018-1032-1381

**Tax ID:** 71-08-02-378-027.000-026

**Legal Description:** N PTS LOTS 19 & 20 BIRNER PLACE ADDITION

**PARCEL XIV**

**Address:** 1133 HARVEY ST

**Parcel ID:** 018-1032-138201

**Tax ID:** 71-08-02-378-028.000-026

**Legal Description:** S Pts Lots 19 & 20 Ex Strip Of Land N & Adj Birner Place Add

**PARCEL XV**

**Address:** 528 BLAINE AVE

**Parcel ID:** 018-1035-1519

**Tax ID:** 71-08-02-378-017.000-026

**Legal Description:** LOT 34 EX 38.2'E END J N LEDERERS ADD

**PARCEL XVI**

**Address:** 602 BLAINE AVE

**Parcel ID:** 018-1035-1515

**Tax ID:** 71-08-02-378-013.000-026

**Legal Description:** LOT 30 J N LEDERERS ADD

**PARCEL XVII**

**Address:** 607 BLAINE AVE

**Parcel ID:** 018-1036-1571

**Tax ID:** 71-08-02-377-027.000-026

**Legal Description:** LOT 7 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XVIII**

**Address:** 608 BLAINE AVE

**Parcel ID:** 018-1035-1514

**Tax ID:** 71-08-02-378-012.000-026

**Legal Description:** LOT 29 E 1/2 J N LEDERER

**PARCEL XIX**

**Address:** 606 BLAINE AVE

**Parcel ID:** 018-1035-1513

**Tax ID:** 71-08-02-378-011.000-026

**Legal Description:** LOT 29 W 1/2 J N LEDERERS ADDITION

**PARCEL XX**

**Address:** 529 BLAINE AVE

**Parcel ID:** 018-1036-1579

**Tax ID:** 71-08-02-377-031.000-026

**Legal Description:** LOT 11 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXI**

**Address:** 602 N CLEVELAND AVE

**Parcel ID:** 018-1036-1569

**Tax ID:** 71-08-02-377-009.000-026

**Legal Description:** LOT 15 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXII**

**Address:** 612 N CLEVELAND AVE

**Parcel ID:** 018-1036-1566

**Tax ID:** 71-08-02-377-006.000-026

**Legal Description:** LOT 12 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXIII**

**Address:** 549 CLEVELAND AVE

**Parcel ID:** 018-1036-1552

**Tax ID:** 71-08-02-376-041.000-026

**Legal Description:** LOT 16 W A LINTNER ADD

**PARCEL XXIV**

**Address:** 528 N CLEVELAND AVE

**Parcel ID:** 018-1036-1582

**Tax ID:** 71-08-02-377-016.000-026

**Legal Description:** LOT 22 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXV**

**Address:** 508 N CLEVELAND AVE

**Parcel ID:** 018-1031-1366

**Tax ID:** 71-08-02-377-023.000-026

**Legal Description:** LOT 72 BIRNER PL ADD

**PARCEL XXVI**

**Address:** 520 N CLEVELAND AVE

**Parcel ID:** 018-1031-1362

**Tax ID:** 71-08-02-377-019.000-026

**Legal Description:** LOT 68 BIRNER PL ADD

**PARCEL XXVII**

**Address:** 611 N CLEVELAND AVE

**Parcel ID:** 018-1036-1544

**Tax ID:** 71-08-02-376-038.000-026

**Legal Description:** LOT 8 W A LINTNER ADD

**PARCEL XXVIII**

**Address:** 507 CLEVELAND AVE

**Parcel ID:** 018-1031-1359

**Tax ID:** 71-08-02-376-055.000-026

**Legal Description:** LOT 77 BIRNER PL ADD

**PARCEL XXIX**

**Address:** 519 CLEVELAND AVE

**Parcel ID:** 018-1031-1355

**Tax ID:** 71-08-02-376-051.000-026

**Legal Description:** Lot 81 Birner Place Add

**PARCEL XXX**

**Address:** 529 CLEVELAND AVE

**Parcel ID:** 018-1036-1558

**Tax ID:** 71-08-02-376-048.000-026

**Legal Description:** LOT 22 W A LINTNER ADD

**PARCEL XXXI**

**Address:** 1136 LINCOLN WAY W

**Parcel ID:** 018-1036-1563

**Tax ID:** 71-08-02-377-003.000-026

**Legal Description:** LOT 3 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXXII**

**Address:** 1118 BIRNER ST

**Parcel ID:** 018-1033-1436

**Tax ID:** 71-08-02-381-004.000-026

**Legal Description:** LOT 46 BIRNER PL ADD

**PARCEL XXXIII**

**Address:** 411 SHERMAN AVE

**Parcel ID:** 018-1034-1492

**Tax ID:** 71-08-02-379-038.000-026

**Legal Description:** Se Cor Lot 2 Witherills Sub & Ex Nw Pt Lot 21 Wm Miller Sub

**PARCEL XXXIV**

**Address:** 1110 BIRNER ST

**Parcel ID:** 018-1033-1438

**Tax ID:** 71-08-02-381-006.000-026

**Legal Description:** Lot 48 Birner Place Add

**PARCEL XXXV**

**Address:** 424 ALLEN ST

**Parcel ID:** 018-1032-1419

**Tax ID:** 71-08-02-379-021.000-026

**Legal Description:** Lot 4 Bimer Place Add

**PARCEL XXXVI**

**Address:** 502 SHERMAN AVE

**Parcel ID:** 018-1034-1485

**Tax ID:** 71-08-02-382-010.000-026

**Legal Description:** LOT 11 WITHERILLS SUB

**PARCEL XXXVII**

**Address:** 503 SHERMAN AVE

**Parcel ID:** 018-1034-1482

**Tax ID:** 71-08-02-379-031.000-026

**Legal Description:** LOT 12 EX TRI PC 11 FT ON N LINE TRI PC 11 FT ON SHERMAN AVE X 29.67 FT & LOT 14 WITHERILLS SUB



**PARCEL XXXVIII**

**Address:** 520 SHERMAN AVE

**Parcel ID:** 018-1034-1478

**Tax ID:** 71-08-02-382-006.000-026

**Legal Description:** LOT 19 WITHERILLS SUB

**PARCEL XXXIX**

**Address:** LOT 22 J N LEDERERS ADD

**Parcel ID:** 018-1035-1525

**Tax ID:** 71-08-02-378-023.000-026

**Legal Description:** 517 ALLEN ST

**PARCEL XL**

**Address:** 426 LA PORTE AVE

**Parcel ID:** 018-1031-1378

**Tax ID:** 71-08-02-377-045.000-026

**Legal Description:** Lot 59 Ex Tri Pc Sely End Birner Place Add

**PARCEL XLI**

**Address:** 431 ALLEN ST

**Parcel ID:** 018-1032-1401

**Tax ID:** 71-08-02-380-018.000-026

**Legal Description:** Lots 29 & 30 34.8 Ft Mid Pt Birner Place Add

**PARCEL XLII**

**Address:** 525 ALLEN ST

**Parcel ID:** 018-1035-1523

**Tax ID:** 71-08-02-378-021.000-026

**Legal Description:** LOT 24 J N LEDERERS ADD

**PARCEL XLIII**

**Address:** 1117 HARVEY ST

**Parcel ID:** 018-1032-1387

**Tax ID:** 71-08-02-378-032.000-026

**Legal Description:** LOT 15 BIRNER PLACE

## **EXHIBIT A**

### **Description of Properties**

#### **PARCEL I**

**Address:** 614 BLAINE AVE

**Parcel ID:** 018-1035-1511

**Tax ID:** 71-08-02-378-009.000-026

**Legal Description:** LOT 27 J N LEDERERS ADD

#### **PARCEL II**

**Address:** V\L ADJ 1132 HARVEY ST

**Parcel ID:** 018-1032-1393

**Tax ID:** 71-08-02-380-002.000-026

**Legal Description:** Lot 22 Birner Place Add

#### **PARCEL III**

**Address:** 521 BLAINE AVE

**Parcel ID:** 018-1036-1586

**Tax ID:** 71-08-02-377-033.000-026

**Legal Description:** Lot 26 Klingels Sub Of D & F Of Klingels Mich Ave Add

#### **PARCEL IV**

**Address:** 507 BLAINE AVE

**Parcel ID:** 018-1031-1371

**Tax ID:** 71-08-02-377-038.000-026

**Legal Description:** Lot 66 Birner Place Add

#### **PARCEL V**

**Address:** 505 BLAINE AVE

**Parcel ID:** 018-1031-1372

**Tax ID:** 71-08-02-377-039.000-026

**Legal Description:** LOT 65 BIRNER PL ADD

#### **PARCEL VI**

**Address:** 536 BLAINE AVE

**Parcel ID:** 018-1035-1517

**Tax ID:** 71-08-02-378-015.000-026

**Legal Description:** LOT 32 LEDERERS ADD

#### **PARCEL VII**

**Address:** 1132 HARVEY ST

**Parcel ID:** 018-1032-1394

**Tax ID:** 71-08-02-380-003.000-026

**Legal Description:** Lot 23 Birner Place Add

**PARCEL VIII**

**Address:** 511 BLAINE AVE

**Parcel ID:** 018-1031-1370

**Tax ID:** 71-08-02-377-037.000-026

**Legal Description:** Lot 67 Birner Place Add

**PARCEL IX**

**Address:** 516 BLAINE AVE

**Parcel ID:** 018-1032-1392

**Tax ID:** 71-08-02-380-001.000-026

**Legal Description:** Lot 21 Birner Place Add

**PARCEL X**

**Address:** 513 BLAINE AVE

**Parcel ID:** 018-1036-1589

**Tax ID:** 71-08-02-377-036.000-026

**Legal Description:** Lot 29 Klingels Mich Ave Add Sub Of Outlot F

**PARCEL XI**

**Address:** 517 BLAINE AVE

**Parcel ID:** 018-1036-1588

**Tax ID:** 71-08-02-377-035.000-026

**Legal Description:** Lot 28 Klingels Mich Ave Add Sub Of D & F

**PARCEL XII**

**Address:** 519 BLAINE AVE

**Parcel ID:** 018-1036-1587

**Tax ID:** 71-08-02-377-034.000-026

**Legal Description:** Lot 27 42' X 101.6' Klingels Mich Ave Add Of Sub Outlot F

**PARCEL XIII**

**Address:** 522 BLAINE AVE

**Parcel ID:** 018-1032-1381

**Tax ID:** 71-08-02-378-027.000-026

**Legal Description:** N PTS LOTS 19 & 20 BIRNER PLACE ADDITION

**PARCEL XIV**

**Address:** 1133 HARVEY ST

**Parcel ID:** 018-1032-138201

**Tax ID:** 71-08-02-378-028.000-026

**Legal Description:** S Pts Lots 19 & 20 Ex Strip Of Land N & Adj Birner Place Add

**PARCEL XV**

**Address:** 528 BLAINE AVE

**Parcel ID:** 018-1035-1519

**Tax ID:** 71-08-02-378-017.000-026

**Legal Description:** LOT 34 EX 38.2'E END J N LEDERERS ADD

**PARCEL XVI**

**Address:** 602 BLAINE AVE

**Parcel ID:** 018-1035-1515

**Tax ID:** 71-08-02-378-013.000-026

**Legal Description:** LOT 30 J N LEDERERS ADD

**PARCEL XVII**

**Address:** 607 BLAINE AVE

**Parcel ID:** 018-1036-1571

**Tax ID:** 71-08-02-377-027.000-026

**Legal Description:** LOT 7 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XVIII**

**Address:** 608 BLAINE AVE

**Parcel ID:** 018-1035-1514

**Tax ID:** 71-08-02-378-012.000-026

**Legal Description:** LOT 29 E 1/2 J N LEDERER

**PARCEL XIX**

**Address:** 606 BLAINE AVE

**Parcel ID:** 018-1035-1513

**Tax ID:** 71-08-02-378-011.000-026

**Legal Description:** LOT 29 W 1/2 J N LEDERERS ADDITION

**PARCEL XX**

**Address:** 529 BLAINE AVE

**Parcel ID:** 018-1036-1579

**Tax ID:** 71-08-02-377-031.000-026

**Legal Description:** LOT 11 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXI**

**Address:** 602 N CLEVELAND AVE

**Parcel ID:** 018-1036-1569

**Tax ID:** 71-08-02-377-009.000-026

**Legal Description:** LOT 15 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXII**

**Address:** 612 N CLEVELAND AVE

**Parcel ID:** 018-1036-1566

**Tax ID:** 71-08-02-377-006.000-026

**Legal Description:** LOT 12 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXIII**

**Address:** 549 CLEVELAND AVE

**Parcel ID:** 018-1036-1552

**Tax ID:** 71-08-02-376-041.000-026

**Legal Description:** LOT 16 W A LINTNER ADD

**PARCEL XXIV**

**Address:** 528 N CLEVELAND AVE

**Parcel ID:** 018-1036-1582

**Tax ID:** 71-08-02-377-016.000-026

**Legal Description:** LOT 22 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXV**

**Address:** 508 N CLEVELAND AVE

**Parcel ID:** 018-1031-1366

**Tax ID:** 71-08-02-377-023.000-026

**Legal Description:** LOT 72 BIRNER PL ADD

**PARCEL XXVI**

**Address:** 520 N CLEVELAND AVE

**Parcel ID:** 018-1031-1362

**Tax ID:** 71-08-02-377-019.000-026

**Legal Description:** LOT 68 BIRNER PL ADD

**PARCEL XXVII**

**Address:** 611 N CLEVELAND AVE

**Parcel ID:** 018-1036-1544

**Tax ID:** 71-08-02-376-038.000-026

**Legal Description:** LOT 8 W A LINTNER ADD

**PARCEL XXVIII**

**Address:** 507 CLEVELAND AVE

**Parcel ID:** 018-1031-1359

**Tax ID:** 71-08-02-376-055.000-026

**Legal Description:** LOT 77 BIRNER PL ADD

**PARCEL XXIX**

**Address:** 519 CLEVELAND AVE

**Parcel ID:** 018-1031-1355

**Tax ID:** 71-08-02-376-051.000-026

**Legal Description:** Lot 81 Birner Place Add

**PARCEL XXX**

**Address:** 529 CLEVELAND AVE

**Parcel ID:** 018-1036-1558

**Tax ID:** 71-08-02-376-048.000-026

**Legal Description:** LOT 22 W A LINTNER ADD

**PARCEL XXXI**

**Address:** 1136 LINCOLN WAY W

**Parcel ID:** 018-1036-1563

**Tax ID:** 71-08-02-377-003.000-026

**Legal Description:** LOT 3 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXXII**

**Address:** 1118 BIRNER ST

**Parcel ID:** 018-1033-1436

**Tax ID:** 71-08-02-381-004.000-026

**Legal Description:** LOT 46 BIRNER PL ADD

**PARCEL XXXIII**

**Address:** 411 SHERMAN AVE

**Parcel ID:** 018-1034-1492

**Tax ID:** 71-08-02-379-038.000-026

**Legal Description:** Se Cor Lot 2 Witherills Sub & Ex Nw Pt Lot 21 Wm Miller Sub

**PARCEL XXXIV**

**Address:** 1110 BIRNER ST

**Parcel ID:** 018-1033-1438

**Tax ID:** 71-08-02-381-006.000-026

**Legal Description:** Lot 48 Birner Place Add

**PARCEL XXXV**

**Address:** 424 ALLEN ST

**Parcel ID:** 018-1032-1419

**Tax ID:** 71-08-02-379-021.000-026

**Legal Description:** Lot 4 Bimer Place Add

**PARCEL XXXVI**

**Address:** 502 SHERMAN AVE

**Parcel ID:** 018-1034-1485

**Tax ID:** 71-08-02-382-010.000-026

**Legal Description:** LOT 11 WITHERILLS SUB

**PARCEL XXXVII**

**Address:** 503 SHERMAN AVE

**Parcel ID:** 018-1034-1482

**Tax ID:** 71-08-02-379-031.000-026

**Legal Description:** LOT 12 EX TRI PC 11 FT ON N LINE TRI PC 11 FT ON SHERMAN AVE X 29.67 FT & LOT 14 WITHERILLS SUB

**PARCEL XXXVIII**

**Address:** 520 SHERMAN AVE

**Parcel ID:** 018-1034-1478

**Tax ID:** 71-08-02-382-006.000-026

**Legal Description:** LOT 19 WITHERILLS SUB

**PARCEL XXXIX**

**Address:** LOT 22 J N LEDERERS ADD

**Parcel ID:** 018-1035-1525

**Tax ID:** 71-08-02-378-023.000-026

**Legal Description:** 517 ALLEN ST

**PARCEL XL**

**Address:** 426 LA PORTE AVE

**Parcel ID:** 018-1031-1378

**Tax ID:** 71-08-02-377-045.000-026

**Legal Description:** Lot 59 Ex Tri Pc Sely End Birner Place Add

**PARCEL XLI**

**Address:** 431 ALLEN ST

**Parcel ID:** 018-1032-1401

**Tax ID:** 71-08-02-380-018.000-026

**Legal Description:** Lots 29 & 30 34.8 Ft Mid Pt Birner Place Add

**PARCEL XLII**

**Address:** 525 ALLEN ST

**Parcel ID:** 018-1035-1523

**Tax ID:** 71-08-02-378-021.000-026

**Legal Description:** LOT 24 J N LEDERERS ADD

**PARCEL XLIII**

**Address:** 1117 HARVEY ST

**Parcel ID:** 018-1032-1387

**Tax ID:** 71-08-02-378-032.000-026

**Legal Description:** LOT 15 BIRNER PLACE

**EXHIBIT B**

**Articles of Incorporation of  
Intend Development Corporation**

[See attached.]



**EXHIBIT C**

**IRS Qualification Letter**

[See attached.]

**EXHIBIT D**

**Form of Special Warranty Deed**

**AUDITOR'S RECORD**

TRANSFER NO. \_\_\_\_\_

TAXING UNIT \_\_\_\_\_

DATE \_\_\_\_\_

KEY NO. Multiple See Attached

**SPECIAL WARRANTY DEED**

THIS INDENTURE WITNESSETH THAT the City of South Bend, Indiana, by and through its Board of Public Works, 1300 N. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601 (the "Grantor" or the "City")

CONVEYS AND SPECIALLY WARRANTS TO Affordable Home Matters Indiana, LLC, an Indiana non-profit corporation, with its registered address being 1704 Bellefontaine St., Indianapolis, Indiana 46202 (the "Grantee") for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following real estate in St. Joseph County, Indiana (the "Properties"):

See Attached Exhibit 1

Grantor and Grantee covenant and agree that Grantor conveys the Properties to Grantee subject to the requirement that Grantee, and its successors and assigns, may use the Properties solely for (i) income-based, single family or multi-family housing, and market-rate single family or multi-family housing (ii) any other use consented to in writing by Grantor, and Grantee shall not discriminate in the lease, rental, use, occupancy, or enjoyment of the Property or any improvements constructed on the Property. This restriction will at all times be subject to any mortgages recorded against the Property, and any foreclosure or deed in lieu of foreclosure with regard to any such mortgage shall automatically without further action terminate this restriction.

Pursuant to Section 12 of the Real Estate Transfer Agreement, the Grantor conveys the Property to the Grantee by this deed subject to certain conditions subsequent. In the event the Grantee fails to perform the conditions subsequent, or satisfactorily to prove such performance, in accordance with Section 12 of the Real Estate Transfer Agreement, then the Grantor shall have the right to re-enter and take possession of the Property and to terminate and revert in the Grantor the estate conveyed to the Grantee by this deed and all of the Grantee's rights and interests in the Property without offset or compensation for the value of any improvements to the Property made by the Grantee. The recordation of a Certificate of Completion in accordance with Section 8 of the Real Estate Transfer Agreement will forever release and discharge the Grantor's reversionary interest stated in this paragraph.

Grantor hereby conveys the Property subject to all covenants, restrictions, and easements of record.

Each of the undersigned persons executing this deed on behalf of the Grantor represents and certifies that each has been fully empowered and authorized to execute this Special Warranty Deed and that all action necessary to complete this conveyance on Grantor's behalf has been duly taken.

Dated this 25<sup>th</sup> day of June, 2024.

GRANTOR:

City of South Bend, Indiana, by and through its Board of Public Works

By: [Signature]  
Elizabeth Maradik, President

ATTEST:

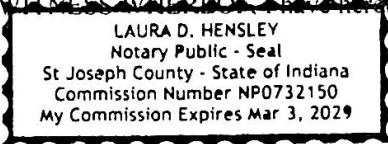
By: [Signature]  
Theresa Heffner, Clerk

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

Before me, the undersigned, a Notary Public for and in said County and State this 25<sup>th</sup> day of June, 2024, personally appeared Elizabeth Maradik and Theresa Heffner, to me known to be the President and Clerk, respectively, of the City of South Bend, Indiana, Board of Public Works, the Grantor, and acknowledged execution of the foregoing Quit Claim Deed.

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

(SEAL)



[Signature]  
Laura D. Hensley, Notary Public  
Resident of St. Joseph County, IN

Commission expires: March 3, 2029.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Danielle Campbell Weiss

Prepared by Danielle Campbell Weiss, Senior Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601

EXHIBIT 1

Parcels for Transfer

**PARCEL I**

**Address:** 614 BLAINE AVE

**Parcel ID:** 018-1035-1511

**Tax ID:** 71-08-02-378-009.000-026

**Legal Description:** LOT 27 J N LEDERERS ADD

**PARCEL II**

**Address:** V\L ADJ 1132 HARVEY ST

**Parcel ID:** 018-1032-1393

**Tax ID:** 71-08-02-380-002.000-026

**Legal Description:** Lot 22 Birner Place Add

**PARCEL III**

**Address:** 521 BLAINE AVE

**Parcel ID:** 018-1036-1586

**Tax ID:** 71-08-02-377-033.000-026

**Legal Description:** Lot 26 Klingels Sub Of D & F Of Klingels Mich Ave Add

**PARCEL IV**

**Address:** 507 BLAINE AVE

**Parcel ID:** 018-1031-1371

**Tax ID:** 71-08-02-377-038.000-026

**Legal Description:** Lot 66 Birner Place Add

**PARCEL V**

**Address:** 505 BLAINE AVE

**Parcel ID:** 018-1031-1372

**Tax ID:** 71-08-02-377-039.000-026

**Legal Description:** LOT 65 BIRNER PL ADD

**PARCEL VI**

**Address:** 536 BLAINE AVE

**Parcel ID:** 018-1035-1517

**Tax ID:** 71-08-02-378-015.000-026

**Legal Description:** LOT 32 LEDERERS ADD

**PARCEL VII**

**Address:** 1132 HARVEY ST

**Parcel ID:** 018-1032-1394

**Tax ID:** 71-08-02-380-003.000-026

**Legal Description:** Lot 23 Birner Place Add

**PARCEL VIII**

**Address:** 511 BLAINE AVE

**Parcel ID:** 018-1031-1370

**Tax ID:** 71-08-02-377-037.000-026

**Legal Description:** Lot 67 Birner Place Add

**PARCEL IX**

**Address:** 516 BLAINE AVE

**Parcel ID:** 018-1032-1392

**Tax ID:** 71-08-02-380-001.000-026

**Legal Description:** Lot 21 Birner Place Add

**PARCEL X**

**Address:** 513 BLAINE AVE

**Parcel ID:** 018-1036-1589

**Tax ID:** 71-08-02-377-036.000-026

**Legal Description:** Lot 29 Klingels Mich Ave Add Sub Of Outlot F

**PARCEL XI**

**Address:** 517 BLAINE AVE

**Parcel ID:** 018-1036-1588

**Tax ID:** 71-08-02-377-035.000-026

**Legal Description:** Lot 28 Klingels Mich Ave Add Sub Of D & F

**PARCEL XII**

**Address:** 519 BLAINE AVE

**Parcel ID:** 018-1036-1587

**Tax ID:** 71-08-02-377-034.000-026

**Legal Description:** Lot 27 42' X 101.6' Klingels Mich Ave Add Of Sub Outlot F

**PARCEL XIII**

**Address:** 522 BLAINE AVE

**Parcel ID:** 018-1032-1381

**Tax ID:** 71-08-02-378-027.000-026

**Legal Description:** N PTS LOTS 19 & 20 BIRNER PLACE ADDITION

**PARCEL XIV**

**Address:** 1133 HARVEY ST

**Parcel ID:** 018-1032-138201

**Tax ID:** 71-08-02-378-028.000-026

**Legal Description:** S Pts Lots 19 & 20 Ex Strip Of Land N & Adj Birner Place Add

**PARCEL XV**

**Address:** 528 BLAINE AVE

**Parcel ID:** 018-1035-1519

**Tax ID:** 71-08-02-378-017.000-026

**Legal Description:** LOT 34 EX 38.2'E END J N LEDERERS ADD

**PARCEL XVI**

**Address:** 602 BLAINE AVE

**Parcel ID:** 018-1035-1515

**Tax ID:** 71-08-02-378-013.000-026

**Legal Description:** LOT 30 J N LEDERERS ADD

**PARCEL XVII**

**Address:** 607 BLAINE AVE

**Parcel ID:** 018-1036-1571

**Tax ID:** 71-08-02-377-027.000-026

**Legal Description:** LOT 7 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XVIII**

**Address:** 608 BLAINE AVE

**Parcel ID:** 018-1035-1514

**Tax ID:** 71-08-02-378-012.000-026

**Legal Description:** LOT 29 E 1/2 J N LEDERER

**PARCEL XIX**

**Address:** 606 BLAINE AVE

**Parcel ID:** 018-1035-1513

**Tax ID:** 71-08-02-378-011.000-026

**Legal Description:** LOT 29 W 1/2 J N LEDERERS ADDITION

**PARCEL XX**

**Address:** 529 BLAINE AVE

**Parcel ID:** 018-1036-1579

**Tax ID:** 71-08-02-377-031.000-026

**Legal Description:** LOT 11 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXI**

**Address:** 602 N CLEVELAND AVE

**Parcel ID:** 018-1036-1569

**Tax ID:** 71-08-02-377-009.000-026

**Legal Description:** LOT 15 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXII**

**Address:** 612 N CLEVELAND AVE

**Parcel ID:** 018-1036-1566

**Tax ID:** 71-08-02-377-006.000-026

**Legal Description:** LOT 12 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXIII**

**Address:** 549 CLEVELAND AVE

**Parcel ID:** 018-1036-1552

**Tax ID:** 71-08-02-376-041.000-026

**Legal Description:** LOT 16 W A LINTNER ADD

**PARCEL XXIV**

**Address:** 528 N CLEVELAND AVE

**Parcel ID:** 018-1036-1582

**Tax ID:** 71-08-02-377-016.000-026

**Legal Description:** LOT 22 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXV**

**Address:** 508 N CLEVELAND AVE

**Parcel ID:** 018-1031-1366

**Tax ID:** 71-08-02-377-023.000-026

**Legal Description:** LOT 72 BIRNER PL ADD

**PARCEL XXVI**

**Address:** 520 N CLEVELAND AVE

**Parcel ID:** 018-1031-1362

**Tax ID:** 71-08-02-377-019.000-026

**Legal Description:** LOT 68 BIRNER PL ADD

**PARCEL XXVII**

**Address:** 611 N CLEVELAND AVE

**Parcel ID:** 018-1036-1544

**Tax ID:** 71-08-02-376-038.000-026

**Legal Description:** LOT 8 W A LINTNER ADD

**PARCEL XXVIII**

**Address:** 507 CLEVELAND AVE

**Parcel ID:** 018-1031-1359

**Tax ID:** 71-08-02-376-055.000-026

**Legal Description:** LOT 77 BIRNER PL ADD

**PARCEL XXIX**

**Address:** 519 CLEVELAND AVE

**Parcel ID:** 018-1031-1355

**Tax ID:** 71-08-02-376-051.000-026

**Legal Description:** Lot 81 Birner Place Add

**PARCEL XXX**

**Address:** 529 CLEVELAND AVE

**Parcel ID:** 018-1036-1558

**Tax ID:** 71-08-02-376-048.000-026

**Legal Description:** LOT 22 W A LINTNER ADD



**PARCEL XXXI**

**Address:** 1136 LINCOLN WAY W

**Parcel ID:** 018-1036-1563

**Tax ID:** 71-08-02-377-003.000-026

**Legal Description:** LOT 3 KLINGELS MICH AVE ADD SUB OF D & F

**PARCEL XXXII**

**Address:** 1118 BIRNER ST

**Parcel ID:** 018-1033-1436

**Tax ID:** 71-08-02-381-004.000-026

**Legal Description:** LOT 46 BIRNER PL ADD

**PARCEL XXXIII**

**Address:** 411 SHERMAN AVE

**Parcel ID:** 018-1034-1492

**Tax ID:** 71-08-02-379-038.000-026

**Legal Description:** Se Cor Lot 2 Witherills Sub & Ex Nw Pt Lot 21 Wm Miller Sub

**PARCEL XXXIV**

**Address:** 1110 BIRNER ST

**Parcel ID:** 018-1033-1438

**Tax ID:** 71-08-02-381-006.000-026

**Legal Description:** Lot 48 Birner Place Add

**PARCEL XXXV**

**Address:** 424 ALLEN ST

**Parcel ID:** 018-1032-1419

**Tax ID:** 71-08-02-379-021.000-026

**Legal Description:** Lot 4 Bimer Place Add

**PARCEL XXXVI**

**Address:** 502 SHERMAN AVE

**Parcel ID:** 018-1034-1485

**Tax ID:** 71-08-02-382-010.000-026

**Legal Description:** LOT 11 WITHERILLS SUB

**PARCEL XXXVII**

**Address:** 503 SHERMAN AVE

**Parcel ID:** 018-1034-1482

**Tax ID:** 71-08-02-379-031.000-026

**Legal Description:** LOT 12 EX TRI PC 11 FT ON N LINE TRI PC 11 FT ON SHERMAN AVE X 29.67 FT & LOT 14 WITHERILLS SUB

**PARCEL XXXVIII**

**Address:** 520 SHERMAN AVE

**Parcel ID:** 018-1034-1478

**Tax ID:** 71-08-02-382-006.000-026

**Legal Description:** LOT 19 WITHERILLS SUB

**PARCEL XXXIX**

**Address:** LOT 22 J N LEDERERS ADD

**Parcel ID:** 018-1035-1525

**Tax ID:** 71-08-02-378-023.000-026

**Legal Description:** 517 ALLEN ST

**PARCEL XL**

**Address:** 426 LA PORTE AVE

**Parcel ID:** 018-1031-1378

**Tax ID:** 71-08-02-377-045.000-026

**Legal Description:** Lot 59 Ex Tri Pc Sely End Birner Place Add

**PARCEL XLI**

**Address:** 431 ALLEN ST

**Parcel ID:** 018-1032-1401

**Tax ID:** 71-08-02-380-018.000-026

**Legal Description:** Lots 29 & 30 34.8 Ft Mid Pt Birner Place Add

**PARCEL XLII**

**Address:** 525 ALLEN ST

**Parcel ID:** 018-1035-1523

**Tax ID:** 71-08-02-378-021.000-026

**Legal Description:** LOT 24 J N LEDERERS ADD

**PARCEL XLIII**

**Address:** 1117 HARVEY ST

**Parcel ID:** 018-1032-1387

**Tax ID:** 71-08-02-378-032.000-026

**Legal Description:** LOT 15 BIRNER PLACE

**ARTICLES OF ORGANIZATION**

Formed pursuant to the provisions of the Indiana Code.

**ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS**

**BUSINESS ID** 202405031788949  
**BUSINESS TYPE** Domestic Limited Liability Company  
**BUSINESS NAME** AFFORDABLE HOMEMATTERS INDIANA LLC  
**PRINCIPAL OFFICE ADDRESS** 1704 Bellefontaine Street, Indianapolis, IN, 46202, USA

**ARTICLE II - REGISTERED OFFICE AND ADDRESS**

**REGISTERED AGENT TYPE** Individual  
**NAME** Steven Meyer  
**ADDRESS** 1704 Bellefontaine Street, Indianapolis, IN, 46202, USA  
**SERVICE OF PROCESS EMAIL** smeyer@intendindiana.org

I acknowledge that the Service of Process email provided above is the email address at which electronic service of process may be accepted.

**ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE**

**PERIOD OF DURATION** Perpetual  
**EFFECTIVE DATE** 05/03/2024  
**EFFECTIVE TIME** 12:01AM

**ARTICLE IV - GOVERNING PERSON INFORMATION**

**TITLE** CEO  
**NAME** Steven Meyer  
**ADDRESS** 1704 Bellefontaine Street, Indianapolis, IN, 46202, USA

**MANAGEMENT INFORMATION**

**THE LLC WILL BE MANAGED BY MANAGER(S)** Yes  
**IS THE LLC A SINGLE MEMBER LLC?** Yes

**APPROVED AND FILED**  
**DIEGO MORALES**  
**INDIANA SECRETARY OF STATE**  
**05/03/2024 03:16 PM**

**SIGNATURE**

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

THE UNDERSIGNED, DESIRING TO FORM A LIMITED LIABILITY COMPANY PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS FLEXIBILITY ACT EXECUTES THESE ARTICLES OF ORGANIZATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **May 3, 2024**.

THE UNDERSIGNED ACKNOWLEDGES THAT A PERSON COMMITS A CLASS A MISDEMEANOR BY SIGNING A DOCUMENT THAT THE PERSON KNOWS IS FALSE IN A MATERIAL RESPECT WITH THE INTENT THAT THE DOCUMENT BE DELIVERED TO THE SECRETARY OF STATE FOR FILING.

**SIGNATURE**

Steven Meyer

**TITLE**

Authorized Agent

Business ID : 202405031788949

Filing No : 10319014

**OPERATING AGREEMENT**  
**FOR**  
**AFFORDABLE HOMEMATTERS INDIANA LLC**

**Effective as of May 2, 2024**



**OPERATING AGREEMENT  
FOR  
AFFORDABLE HOMEMATTERS INDIANA LLC**

THIS OPERATING AGREEMENT (this "Agreement"), to be effective as of the 2nd day of May, 2024 (the "Effective Date"), is made and entered into by and between Affordable HomeMatters Indiana LLC, an Indiana limited liability company (the "Company"), and Intend Indiana, Inc., an Indiana nonprofit corporation (the "Member"), as the sole initial member of the Company. The Company was organized as a limited liability company under the Indiana Business Flexibility Act, as amended, Indiana Code Sections 23-18-1-1 et seq. (the "Act"). Certain defined terms used in this Agreement are set forth in Schedule I (Schedule of Definitions) attached hereto and made a part hereof. In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the undersigned parties hereby agree as follows:

**ARTICLE I  
PURPOSES**

The purposes for which the Company is formed are:

- (a) To develop, sell, acquire, finance, and maintain high-quality, affordable housing for low- and moderate-income people;
- (b) To support economic prosperity, opportunity, and development, especially through small business development, finance, and attraction;
- (c) To acquire, own, hold, convey, sell, lease, rehabilitate, finance, maintain, protect, insure, develop, demolish, deconstruct, or remove real property;
- (d) To construct or facilitate construction of residential, commercial, industrial, and public use facilities;
- (e) To assess and remediate environmental contamination and address unhealthy, unsanitary, or unsafe conditions which may affect, threaten, or exist on real property;
- (f) To develop strategies and implement plans to develop property, redevelop targeted areas, and improve the quality of life of residents;
- (g) To lessen the burdens of government; and,
- (h) In furtherance of the aforesaid purposes to conduct any and all lawful business and activities for which limited liability companies may be organized under the Act, provided such business or activity is not inconsistent with the charitable purposes or status of the Company's sole member, Intend Indiana, Inc.

## **ARTICLE II**

### **ORGANIZATIONAL MATTERS**

**Section 2.1. Formation.** The Company was formed pursuant to the Act upon the filing of Articles of Organization ("Articles") with the Secretary of State of the State of Indiana on May 2, 2024. The rights and obligations of the Member and the Company shall be as provided under the Act, the Articles and this Agreement. The Member agrees to each of the provisions of the Articles.

**Section 2.2. Principal Office.** The Principal Office of the Company shall be at 1704 Bellefontaine Street, Indianapolis, Indiana 46202, or such other address as may be established by the Member.

**Section 2.3. Registered Office and Registered Agent.** The Company's initial registered office shall be located 1704 Bellefontaine Street, Indianapolis, Indiana 46202, and the name of its initial registered agent at such address shall be Steven Meyer. The Company may designate another registered office or agent at any time by following the procedures set forth in the Act.

**Section 2.4. Duration.** The existence of the Company shall continue in perpetuity, unless the Company is dissolved in accordance with Article IX or the Act.

**Section 2.5. Service Area.** The Service Area of the Company shall be all portions of the State of Indiana outside the Indianapolis Metropolitan Statistical Area as defined by as defined by the U.S. Department of Housing and Urban Development.

## **ARTICLE III**

### **MEMBERS AND CAPITAL STRUCTURE**

**Section 3.1. Name and Address of Member.** The name of the Member and the Member's last known business, residence or mailing address is listed on the attached Exhibit A. The Member shall update Exhibit A from time to time as necessary to accurately reflect the information therein.

**Section 3.2. Capital Contributions.** The initial Capital Contribution to the Company of the Member is set forth on Exhibit A.

**Section 3.3. Additional Capital.** The Member shall not be obligated to make any Capital Contributions other than the initial Capital Contributions specified in Section 3.2.

**Section 3.4. Financial Management.** The Member shall establish and maintain financial statements on behalf of the Company, consistent with Generally Accepted Accounting Principles and the Member Financial Policies and Procedures. The Member may, by resolution, contribute to the Company (i) cash, and (ii) certain real property to be valued at the carryover basis of the Member at the time of transfer. The Company shall, from time to time, reimburse the Member for the Company share of any other expenditures which are paid by the Member on behalf of the Company.



**Section 3.5. Member Loans or Services.** Loans or services by the Member to the Company shall not be considered Capital Contributions unless otherwise designated by the Member.

**Section 3.6. Admission of Additional Members.** The Member may admit Additional Members to the Company, who will be entitled to participate in the rights of Members as described herein, with admission thereof on such terms as are determined by the Member. Any such Additional Members shall be allocated net income, gains, losses, deductions and credits by such method as may be provided in this Agreement or any successor agreement hereto.

**Section 3.7. Liability.** The Member shall not be liable for the debts, obligations or liabilities of the Company by reason of being a Member of the Company.

## **ARTICLE IV** **MANAGEMENT OF THE COMPANY**

### **Section 4.1. Board of Managers.**

(a) **Managers.** The governance of the Company shall be exclusively vested in a Board of Managers (each, a “Manager” and collectively, the “Board of Managers”). The Board of Managers shall consist of not fewer than five (5) managers.

(b) **Appointment and Term.** All Managers shall be appointed by the Member and a Manager shall serve until the next annual meeting of the Member and until his or her successor has been duly appointed and qualified. The Chief Executive Officer of the Member shall serve on the Board of Managers and may appoint Managers to serve on an interim basis between meetings of the Member Board of Directors. Interim appointments shall be submitted for ratification at the subsequent meeting of the Member. Such appointments shall be recorded in the records of the Company.

(c) **Removal.** The Member may remove all or any lesser number of Managers with or without cause. Any removal of a Manager shall become effective when written notice thereof is given by the Member to the Manager unless a later effective date is specified in such notice. Such notice must be delivered to the Manager being removed, any remaining Managers and the Manager appointed to replace the removed Manager.

(d) Resignation. A Manager may resign from his or her position as a Manager at any time by notice to the Member. Such resignation shall become effective when such notice is received, unless a later effective date is specified in such notice.

(e) Vacancy. Any vacancy in a Manager position shall be filled by appointment of the Member. An individual chosen to fill a vacancy shall serve the unexpired term of his or her predecessor in office. Any position on the Board of Managers to be filled by reason of an increase in the number of Managers shall be filled by the Member. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the next annual meeting of the Member and until his or her successor has been duly appointed and qualified.

(f) Community Housing Development Organization Designation and Requisite Board Representation. Notwithstanding any other provisions herein, the Company is organized and at all times thereafter shall be operated as a Community Housing Development Organization (“CHDO”) as defined in 24 CFR § 92.2, as amended from time to time (the “CHDO Statute”). Therefore, at all times the Company shall maintain accountability to low-income community residents of the Service Area by maintaining at least one-third (1/3) of its Board of Managers seats for “residents of low-income neighborhoods, other low-income community residents, or elected representatives of low-income neighborhood organizations” as detailed in the CHDO Statute. Moreover, in no event shall more than one-third (1/3) of the Company’s Board of Managers be public officials, government employees, or an appointee of a governmental entity. Additionally, the Company shall maintain a formal advisory process that allows low-income program beneficiaries to contribute on decisions regarding the design, location, development, and management of affordable housing projects. For the sake of clarity and avoidance of doubt, if the terms of this Operating Agreement conflict with the CHDO organizational or operational requirements as defined in the CHDO Statute, the terms of the CHDO Statute shall control. each of whom shall be appointed by the Member.

**Section 4.2. Powers of the Board of Managers.** Subject to the power and direction of the Member, the Board of Managers shall have the right and authority to take all actions which the Board of Managers deem necessary, useful or appropriate for the governance of the Company and may exercise all powers of the Company and perform all lawful acts as are required by the Articles of Organization, this Agreement or the Act, directed or required to be exercised or done by the Member. The Board of Managers shall act by affirmative vote of a majority of the Managers in making decisions of the Company. Except to the extent that the Member may determine otherwise, the authority to execute agreements and other instruments on behalf of the Company shall be vested in the Officers.

**Section 4.3. Meetings of the Board of Managers.** Meetings of the Board of Managers may be called by the Managers or by the Member. The person(s) who call the meeting shall deliver or mail written notice stating date, time and place of any Board of Managers’ meeting at least two (2) days before the date of the meeting.

**Section 4.4. Action by the Company.** The Company shall act only by or under the authority of its Member.

**Section 4.5. Delegation of Certain Management Authority.** The Member may delegate to one or more officers of the Company or one or more employees, if any, of the Company any management responsibility or authority. Subject to the discretion of the Member, the Chief Executive

Officer of the Company shall be the Chief Executive Officer of the Member and serve on the Board of Managers. The Member may create such offices, appoint such officers and delegate thereto such responsibility or authority as such member determines to be appropriate.

**Section 4.6. Day to Day Management.** Unless otherwise provided in accordance with Section 4.5., day-to-day operations and management of the business and affairs of the Company shall be vested in the Chief Executive Officer of the Company.

**Section 4.7. Liability of the Board of Managers, Officers and Committee Members.**

(a) Managers, Officers and committee members shall not be personally liable for the debts, obligations or liabilities of the Company, whether arising in contract, tort or otherwise, or for the acts or omissions of the Member, other Managers or Officers or committee members, agents or employees of the Company. A Manager, Officer, or committee member shall perform his or her duties as a Manager, Officer, or committee member in good faith, in a manner the Manager, Officer, or committee member reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager, Officer, or committee member is not liable for any action taken as a Manager, Officer, or committee member, or any failure to take any action, unless the Manager, Officer, or committee member has breached or failed to perform the Manager's or Officer's or committee member's duties and the breach or failure to perform constitutes willful misconduct or recklessness.

(b) In performing the Manager's or Officer's or committee member's duties, a Manager or Officer or committee member shall be entitled to rely on information, opinions, reports, or statements of the following persons or groups unless the Manager or Officer or committee members has knowledge concerning the matter in question that would cause such reliance to be unwarranted:

(i) One or more employees or other agents of the Company or the Member whom the Manager or Officer or committee member reasonably believes to be reliable and competent in the matters presented;

(ii) Any attorney, public accountant, or other person as to matters which the Manager or Officer or committee member reasonably believes to be within such person's professional or expert competence; or

(iii) A committee upon which the Manager or Officer or committee member does not serve, duly designated in accordance with a provision of the Articles or this Agreement, as to matters within its designated authority, which committee the Manager or Officer or committee member reasonably believes to merit confidence.

(c) Except to the extent provided in the Articles, every Manager or Officer or committee member is an agent of the Company for the purpose of apparently carrying on in the usual way the business of the Company, and the act of every Manager or Officer or committee member, including the execution in the Company name of any instrument for apparently carrying on in the usual way the business of the Company, binds the Company, unless such act is in contravention of the Articles of Organization or this Agreement or unless the Manager or Officer or committee member so acting otherwise lacks the authority to act for the Company, and the person with whom the Manager or Officer or committee member is dealing has knowledge of the fact that such Manager or Officer or committee member has no such authority.

**Section 4.8. Liability.** The Member shall not be liable for the debts, obligations or liabilities of the Company by reason of being a Member of the Company.

**Section 4.9. Compensation.** Subject to the provisions of the Member's policies concerning conflicts of interest and excess benefit transactions, the Company may pay reasonable

compensation for services rendered to the Company. Such compensation shall be treated as expenses of the Company and shall not be deemed to constitute distributions to the recipient of any profit, loss or capital of the Company.

## **ARTICLE V**

### **ACCOUNTING AND RECORDS**

**Section 5.1. Records and Accounting.** The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with the accounting methods elected to be followed by the Company for federal income tax purposes. The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

**Section 5.2. Access to Records.** The books and records of the Company, to the extent required by the Act, shall be maintained at the Company's Principal Office, and the Member and his duly authorized representatives shall have access to where they are located and have the right to inspect and copy them during ordinary business hours.

**Section 5.3. Annual Tax Information.** The Company shall use its best efforts to deliver to the Member within 90 days after the end of each fiscal year all information necessary for the preparation of the Member's federal and state income tax returns. The Company shall also use its best efforts to prepare, within 90 days after the end of each fiscal year, a financial report of the Company for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Account of the Member.

**Section 5.4. Accounting Decisions.** All decisions as to accounting matters, except as otherwise specifically set forth in this Agreement, shall be made by the Member. The Member may rely upon the advice of his accountants as to whether such decisions are in accordance with accounting methods followed for federal income tax purposes.

**Section 5.5. Federal Income Tax Elections.** The Member shall make all elections for federal income tax purposes.

## **ARTICLE VI**

### **ALLOCATIONS AND DISTRIBUTIONS**

**Section 6.1. Allocation of Net Income, Net Loss or Capital Gains.** The net income, net loss, or capital gains of the Company for each fiscal year of the Company shall be allocated 100% to the Member.

**Section 6.2. Distributions.** Cash or other property available after payment of all expenses and maintenance of necessary reserves shall be distributed to the Member at such time as the Member shall determine.

**ARTICLE VII  
TRANSFERS OF INTERESTS**

**Section 7.1. Transferability.** The Member may Transfer all or any portion of his Interest to another Person at any time. If the Member Transfers his entire Interest to another Person and such Person is admitted as an Additional Member of the Company in accordance with Section 3.6, the Member shall cease to be a Member and shall not have any power to exercise any rights of a Member.

**ARTICLE VIII  
DISSOCIATION OF A MEMBER**

**Section 8.1. Dissociation.** The Member ceases to be a Member upon the occurrence of either of the following events (each an "Event of Dissociation"):

- (a) the Member voluntarily withdraws from the Company; or
- (b) the Member Transfers his entire Interest to another Person and such Person is admitted as an Additional Member of the Company in accordance with the terms of Section 3.6.

**ARTICLE IX  
DISSOLUTION AND WINDING UP**

**Section 9.1. Dissolution.** The Company shall be dissolved and its affairs wound up on the first of the following to occur:

- (a) A determination by the Member that the Company shall be dissolved; or
- (b) At such earlier time as may be provided by applicable law.

Notwithstanding any other provision of this Agreement or the Act, the Member hereby agrees that the business of the Company shall be continued upon the occurrence of an Event of Dissociation and that the Company shall not be dissolved upon the occurrence of an Event of Dissociation other than pursuant to the terms of Section 9.1(a).

**Section 9.2. Winding Up.** Upon dissolution, the Member shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company,

including the following: (a) collecting the Company's assets; (b) disposing of properties that will not be distributed in kind to the Member; (c) discharging or making provision for discharging liabilities; (d) distributing the remaining property to the Member; and (e) doing every other act necessary to wind up and liquidate the business and affairs of the Company. The Member shall follow the procedure for disposing of known claims set forth in Section 23-18-9-8 of the Act and shall publish notice of the dissolution of the Company pursuant to Section 23-18-9-9 of the Act.

**Section 9.3. Distribution of Assets.** Upon the winding up of the Company, the assets shall be distributed as follows:

(a) To creditors, including the Member if it is a creditor of the Company to the extent permitted by law, in the order of priority as provided by law to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves, excluding liabilities for distributions to the Member pursuant to Article VI;

(b) To the Member to repay any loans to the Company or to satisfy any liabilities for distributions pursuant to Article VI which remain unpaid; and

(c) To the Member after giving effect to all contributions, distributions and allocations for all periods.

## **ARTICLE X** **AMENDMENTS**

**Section 10.1. Amendments.** The Member and the Company may amend this Agreement from time to time by written instrument reflecting such amendment.

## **ARTICLE XI** **INDEMNIFICATION**

(a) To the greatest extent not inconsistent with the laws and public policies of Indiana the Company shall indemnify any Member, Manager, or Organizer (any such Member, Manager, or Organizer and any responsible officers, partners, shareholders, members, directors, or managers of such Member, Manager, or Organizer which is an entity, hereinafter being referred to as the "Indemnified Person") made a Party (as hereinafter defined) to any Proceeding (as hereinafter defined) because such Person (as hereinafter defined) is or was a Member, Manager, or Organizer (or a responsible officer, partner, shareholder, member, director, or manager thereof), as a matter of right, against all Liability (as hereinafter defined) incurred by such Person in connection with any Proceeding; provided that it shall be determined in the specific case in accordance with paragraph (d) of this Article XI that indemnification of such Person is permissible in the circumstances because the Person has met the standard of conduct for indemnification set forth in paragraph (c) of this Article XI.



The Company shall pay for or reimburse the reasonable Expenses (as hereinafter defined) incurred by such a Person in connection with any such Proceeding in advance of final disposition thereof if:

(i) the Person furnishes the Company a written affirmation of the Person's good faith belief that he, she or it has met the standard of conduct for indemnification described in paragraph (c) of this Article XI;

(ii) the Person furnishes the Company a written undertaking, executed personally or on such Person's behalf, to repay the advance if it is ultimately determined that such Person did not meet such standard of conduct; and

(iii) a determination is made in accordance with paragraph (d) of this Article XI that based upon facts then known to those making the determination, indemnification would not be precluded under this Article XI.

The undertaking described in subparagraph (a)(ii) above must be a general obligation of the Person subject to such reasonable limitations as the Company may permit, but need not be secured and may be accepted without reference to financial ability to make repayment.

The Company shall indemnify a Person who is wholly successful, on the merits or otherwise, in the defense of any such Proceeding, as a matter of right, against reasonable Expenses incurred by the Person in connection with the Proceeding without the requirement of a determination as set forth in paragraph (c) of this Article XI. Upon demand by a Person for indemnification or advancement of Expenses, as the case may be, the Company shall expeditiously determine whether the Person is entitled thereto in accordance with this Article XI. The indemnification and advancement of Expenses provided for under this Article XI shall be applicable to any Proceeding arising from acts or omissions occurring before or after the adoption of this Article.

(b) The Company shall have the power, but not the obligation, to indemnify any Person who is or was an employee or agent of the Company to the same extent as if such Person was an Indemnified Person as defined in paragraph (a) of this Article XI.

(c) Indemnification of a Person is permissible under this Article only if:

(i) such Person conducted himself, herself or itself in good faith;

(ii) such Person reasonably believed that his, her or its conduct was in or at least not opposed to the Company's best interest; and,

(iii) in the case of any criminal proceeding, such Person had no reasonable cause to believe his, her or its conduct was unlawful.

Indemnification is not permissible against liability to the extent such Liability is the result of the Person's willful misconduct, recklessness, violation of the Company's Operating Agreement or any improperly obtained financial or other benefit to which the Person was not legally entitled.



The termination of a Proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the Person did not meet the standard of conduct described in this paragraph (c).

(d) A determination as to whether indemnification or advancement of Expenses is permissible shall be made by: (i) a majority in interest of the Member(s) (including any interested Member); or (ii) independent special legal counsel selected in accordance with paragraph (d)(i) above.

(e) Any Indemnified Person who is a Party to a Proceeding may apply for indemnification from the Company to the court, if any, conducting the Proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving notice the court considers necessary, may order indemnification if it determines:

(i) in a Proceeding in which the Person is wholly successful, on the merits or otherwise, the Person is entitled to indemnification under this Article XI, in which case the court shall order the Company to pay the Person his, her or its reasonable Expenses incurred to obtain such court ordered indemnification; or

(ii) the Person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the Person met the standard of conduct set forth in paragraph (c) of this Article XI.

(f) Indemnification shall also be provided for a Person's conduct with respect to an employee benefit plan if the Person reasonably believed his, her or its conduct to be in the interests of the participants in and beneficiaries of the plan.

(g) Nothing contained in this Article XI shall limit or preclude the exercise or be deemed exclusive of any right under the law, by contract or otherwise, relating to indemnification of or advancement of Expenses to any such Person or any Person who is or was serving at the Company's request as a director, officer, partner, member, manager, trustee, employee, or agent of another foreign or domestic company, partnership, association, limited liability company, corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not. Nothing contained in this Article XI shall limit the ability of the Company to otherwise indemnify or advance Expenses to any Person. It is the intent of this Article XI to provide indemnification to such a Person to the fullest extent now or hereafter permitted by the law consistent with the terms and conditions of this Article XI. If indemnification is permitted under this Article XI, indemnification shall be provided in accordance with this Article XI irrespective of the nature of the legal or equitable theory upon which a claim is asserted, including without limitation, negligence, breach of duty, waste, breach of contract (except to the extent the claim relates to the Operating Agreement or a contract between the Company and that Member or Manager), breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law.

(h) For purposes of this Article XI:

(i) The term "Expenses" includes all direct and indirect costs (including without limitation counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a Proceeding or establishing or enforcing a right to indemnification under this Article XI, applicable law or otherwise.

(ii) The term "Liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable Expenses incurred with respect to a Proceeding.

(iii) The term "Party" includes a Person who was, is or is threatened to be made a named defendant or respondent in a Proceeding.

(iv) The term "Person" includes any natural person and any type of legal entity.

(v) The term "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

(vi) The Company may purchase and maintain insurance for its benefit, the benefit of any Person who is Entitled to indemnification under this Article XI, or both, against any Liability asserted against or incurred by such Person in any capacity or arising out of such Person's service with the Company, whether or not the Company would have the power to indemnify such Person against such Liability.

(vii) Any indemnification under this Article shall be subordinate to then current loan obligations.

## **ARTICLE XII** **MISCELLANEOUS**

**Section 12.1. Complete Agreement.** This Agreement and the Articles constitute the complete and exclusive statement of agreement between the Member and the Company with respect to its subject matter. This Agreement and the Articles replace and supersede all prior agreements by and among the Member and the Company. This Agreement and the Articles supersede all prior written and oral statements and no representation, statement, or condition or warranty not contained in this Agreement or the Articles will be binding on the parties or have any force or effect whatsoever.

**Section 12.2. Governing Law; Choice of Forum.** This Agreement and the rights of the parties under this Agreement shall be governed by, and interpreted and enforced in accordance with the laws of the State of Indiana. The parties to this Agreement hereby irrevocably agree and consent to the exclusive jurisdiction of the courts of the State of Indiana and the federal courts of the United States sitting in Indianapolis, Indiana, for the adjudication of any matters arising under

or in connection with this Agreement. The parties to this Agreement hereby irrevocably waive, to the fullest extent they may effectively do so under applicable law, any objection which they may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in any such court, and any claim that such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

**Section 12.3. Binding Effect; Conflicts.** This Agreement will be binding upon and inure to the benefit of the parties, and their respective distributees, successors and assigns. This Agreement is subject to, and governed by, the Act and the Articles. In the event of a direct conflict between the provisions of this Agreement and the mandatory provisions of the Act or the provisions of the Articles, the provisions of the Act or the Articles, as the case may be, will be controlling.

**Section 12.4. Headings; Interpretation.** All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

**Section 12.5. Severability.** If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

**Section 12.6. Additional Documents and Acts.** Each party agrees to promptly execute and deliver such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional acts, as the other party may determine to be necessary, useful or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules and regulations.

**Section 12.7. No Third-Party Beneficiary.** This Agreement is made solely and specifically among and for the benefit of the parties and their respective successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. No creditor or other third party will have any rights, interest, or claims under the Agreement or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

**Section 12.8. Notices.** Any notice to be given or to be served upon the Company or the Member in connection with this Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to the Member at the address specified on Exhibit A. Any party may,

at any time by giving five days' prior written notice to the other party, designate any other address in substitution of the foregoing address to which such notice will be given.

**Section 12.9. Title to Company Property.** Legal title to all property of the Company will be held and conveyed in the name of the Company.


**Section 12.10. No Remedies Exclusive.** To the extent any remedies are provided herein for a breach of this Agreement, the Articles or the Act, such remedies shall not be exclusive of any other remedies the aggrieved party may have, at law or in equity.

**Section 12.11. Incorporated Schedule and Exhibits.** The following schedule and exhibit are attached to and/or have been identified as Schedules and Exhibits to this Agreement and are incorporated in this Agreement by reference as if fully set forth herein:


- Schedule I - Schedule of Definitions
- Schedule II - Schedule of Limitations on Authority
- Exhibit A - Name, Address and Capital Contribution of Member

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above, to be effective on the Effective Date.

INTEND INDIANA, INC.

By:   
Steven Meyer, Chief Executive Officer

AFFORDABLE HOMEMATTERS INDIANA LLC

By:   
Steven Meyer, as Chief Executive Officer of the Sole Member, Intend Indiana, Inc.

**SCHEDULE I TO OPERATING AGREEMENT**  
**SCHEDULE OF DEFINITIONS**

The terms used in this Agreement with their initial letters capitalized shall have, unless the context otherwise requires or unless otherwise expressly provided in this Agreement, the meanings specified in this Schedule I. Any term used but not defined in this Agreement shall have the meanings set forth in the Act. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

**"Act"** means the Indiana Business Flexibility Act (Indiana Code Sections 23-18-1-1 et seq.), as the same may be amended from time to time.

**"Additional Member"** means any individual or Entity admitted as a Member pursuant to Section 3.6.

**"Agreement"** means this Operating Agreement of the Company, as originally executed and as amended from time to time.

**"Articles"** means the Articles of Organization of the Company, as originally filed with the Indiana Secretary of State and as amended from time to time.

**"Capital Account"** means the account established and maintained pursuant to Section 3.4(a) and in the manner provided by the Code and the applicable Treasury Regulations thereunder.

**"Capital Contribution"** means the total value of cash and agreed fair market value of property contributed and agreed to be contributed to the Company by the Member, as shown on Exhibit A, as the same may be amended from time to time.

**"Code"** means the Internal Revenue Code of 1986, as amended. All references in this Agreement to sections of the Code shall include any corresponding provision or provisions of any succeeding law.

**"Company"** means shall have the meaning set forth in the preamble to this Agreement.

**"Entity"** means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

**"Event of Dissociation"** means any of the events listed in Section 8.1 upon which the Member ceases to be a Member.

**"Interest"** means the entire ownership interest of the Member in the Company at any particular time, including the right of the Member to any and all benefits to which the Member

may be entitled as provided in this Agreement and under the Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

**"Member"** or **"Members"** refers to Intend Indiana, Inc. as the sole Member of the Company and any Additional Members admitted to the Company.

**"Operating Agreement"** means this Agreement.

**"Person"** means an individual or an Entity.

**"Principal Office"** means the address established pursuant to Section 2.2.

**"Transfer"** means any "assignment" as that term is used in Sections 23-18-6-3.1 and 23-18-6-4.1 of the Act, and includes any gift, sale, exchange, assignment, conveyance, alienation or other transfer, whether voluntary or involuntary, and includes any Transfer to a receiver, bankruptcy trustee, judgment creditor, lienholder, holder of a security interest, pledge or other encumbrance, and Transfer upon judicial order or other legal process (including in connection with divorce proceedings).

**SCHEDULE II TO  
OPERATING AGREEMENT**

**SCHEDULE OF LIMITATIONS ON AUTHORITY**

Except as provided otherwise in this Agreement, approval by the Member shall be required for any of the following actions:

(i) Any purchase, sale, lease, exchange, transfer, pledge or other acquisition or disposition of an asset having a book value or fair market value in excess of **\$250,000**, unless approved in a budget approved by the Member; or any sale, lease, exchange, transfer, pledge or other disposition of any business of the Company or all or substantially all of its assets;

(ii) any contract or agreement pursuant to which the Company's financial exposure may reasonably be expected to exceed **\$1,000,000.00**;

(iii) the (A) commencement of a voluntary case under any applicable bankruptcy, insolvency, reorganization or similar law now or hereafter in effect, (B) consent to the entry of any order for relief in an involuntary case under any such law, (C) consent to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee or sequestrator (or similar official) of the Company or of any substantial part of the property thereof, (D) making by the Company of a general assignment for the benefit of creditors or (E) making of any other arrangement or composition with creditors generally to modify the terms of payment of or otherwise restructure their obligations;

(iv) any sale or grant to any person or persons of any commitment or other obligation to issue, sell or grant to any person (A) any Interest, (B) any securities convertible into or exchangeable for or carrying any rights to acquire from the Company any Interest or (C) any options, warrants or any other rights to acquire from the Company any Interest;

(v) any consolidation, merger, share exchange or amalgamation with, or the acquisition of any interest in, any other Person or its assets, other than acquisitions of goods and services in the ordinary course of business;

(vi) the incurrence or assumption of any indebtedness of any kind, other than in the ordinary course of the business of the Company unless approved in a budget approved by the Member;

(vii) except for routine encumbrances granted in the ordinary course of business in connection with the acquisition of office equipment, the creation, assumption or incurrence of any mortgage, pledge, security interest, adverse claim or other encumbrance in respect of any of its properties or assets, unless approved in a budget approved by the Member;

(viii) the alteration or amendment of the Articles or this Agreement of the Company as the same are in effect as of the date of this Agreement;

(ix) the declaration of, making or payment of any distribution on, or making any payment on account of, or setting apart of assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of any Interest of the Company, whether now or hereafter outstanding or make any other distribution in respect thereof, either directly or indirectly, whether in cash, property or obligations of the Company;

(x) the voluntary liquidation, winding-up or dissolution of the Company;

(xi) the appointment of a Manager for the Company's business;

(xii) the entering into of any transaction, including, without limitation, any purchase, sale, lease or exchange of property, or the rendering of any service, with any Affiliate of any delegee of authority or other related person, firm or Entity to any delegee of authority, unless such transaction is otherwise permitted hereunder, is in the ordinary course of the Company's business, is upon the terms and conditions that would be available from an independent responsible third party that is willing to perform and as to which the Members have been previously notified in writing of such transaction;

(xiii) (A) granting any increase, or announcing any increase, in the wages, salaries, compensation, bonuses, incentives, pension or other benefits payable by the Company to any of its employees, including, without limitation, any increase or change pursuant to any plan or (B) establishing or increasing or promising to increase any benefits under any plan; in either case except pursuant to any law or any collective bargaining agreement or for increases in wages or salaries in the ordinary course of business;

(xiv) the approval of the annual budget for the Company;

(xv) the approval of any annual capital plan for the Company;

(xvi) the approval of the Company's accountants; or

(xvii) any material modification, change or amendment to any agreement or arrangement which is the subject of the matters referred to in any provision of this Schedule II.



**EXHIBIT A**  
**TO OPERATING AGREEMENT**

**NAME AND ADDRESS OF MEMBER AND CAPITAL CONTRIBUTION (AS OF DATE  
OF FORMATION)**

Capital  
Member

Contribution

Intend Indiana, Inc.  
1704 Bellefontaine St.  
Indianapolis, IN 46202

\$100.00

Exhibit A



Department of the Treasury  
Internal Revenue Service  
Tax Exempt and Government Entities  
PO Box 2508  
Cincinnati, OH 45201

INTEND INDIANA INC  
% STEVEN MEYER  
1704 BELLEFONTAINE ST  
INDIANAPOLIS, IN 46202-1813

Date: August 30, 2022  
Employer ID number:  
35-1704590  
Form 990 required:  
990, Yes  
Person to contact:  
Name: V Rackley  
ID number: 0727576

Dear Sir or Madam:

We're responding to your request dated May 02, 2022, about your tax-exempt status.

We issued you a determination letter in April 1990, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax-deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period.

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Stephen A. Martin".

Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements

**BOARD OF PUBLIC WORKS  
AGENDA ITEM REVIEW REQUEST FORM**

Date	6/14/2024	Department	DCI
Name	Joseph Molnar	Phone Extension	6052
BPW Date	06/25/2024		

**Review and Approval Required Prior to Submittal to Board**

Diversity Compliance and Inclusion Officer	<input type="checkbox"/>	Officer Name	_____
BPW Attorney	<input type="checkbox"/>	Attorney Name	_____
Dept. Attorney	<input checked="" type="checkbox"/>	Attorney Name	Danielle Campbell Weiss
Purchasing	<input type="checkbox"/>	_____	_____

**Check the Appropriate Item Type – Required for All Submissions**

<input type="checkbox"/> Professional Services Agreement	<input type="checkbox"/> Contract	<input type="checkbox"/> Proposal
<input type="checkbox"/> Open Market Contract	<input type="checkbox"/> Amendment/Addendum	<input type="checkbox"/> Special Purchase, QPA
<input type="checkbox"/> Bid Opening	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Req. to Advertise <input type="checkbox"/> Title Sheet
<input type="checkbox"/> Quote Opening	<input type="checkbox"/> Quote Award	<input type="checkbox"/> Reject Bids/Quotes
<input type="checkbox"/> Proposal Opening	<input type="checkbox"/> C/O & PCA No. _____	<input type="checkbox"/> PCA
<input type="checkbox"/> Chg. Order, No. _____	<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Resolution
<input checked="" type="checkbox"/> Other: <b><u>Transfer Agreement</u></b>		<input type="checkbox"/> Ease./Encroach

**Required Information**

Company or Vendor Name	Intend Indiana	
New Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> If Yes, Approved by Purchasing	
	<input type="checkbox"/> No	
MBE/WBE Contractor	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	Completed E-Verify Form Attached <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name	Transfer of 43 lots to Intend Indiana	
Project Number	_____	
Funding Source	_____	
Account No.	_____	
Amount	_____	
Terms of Contract	_____	
Purpose/Description	Request to transfer City properties in the Lincoln Park Neighborhood to Intend Indiana for development of affordable housing.	

**For Change Orders Only**

Amount of	<input type="checkbox"/>	Increase	\$ _____
	<input type="checkbox"/>	Decrease	(\$ _____ )
Previous Amount			\$ _____
		Increase	_____ %
Current Percent of Change:		Decrease	( _____ ) %
New Amount			\$ _____
		Increase	_____ %
Total Percent of Change:		Decrease	( _____ ) %
Time Extension Amount:			_____
New Completion Date:			_____