

REAL PROPERTY TRANSFER AGREEMENT

This Real Property Transfer Agreement is entered into as of June 25, 2024 (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 466 Works Community Development Corporation, an Indiana non-profit corporation, with its registered address being 2043 South Bend Avenue, PMB 352, South Bend, IN 46637 (the “Organization”) (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. The Organization is an Indiana non-profit corporation organized exclusively to conduct, support, encourage, and assist such charitable 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. The City owns certain real property described in attached Exhibit A (the “Properties”), which it desires to transfer the in three (3) different groupings over the span of three (3) years.

D. The Organization desires to acquire ownership of the Properties from the City to construct single-family housing, and desires to enter into an agreement for acquisition of the Properties.

E. 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.

F. The Common Council of the City of South Bend, the Economic Development Commission of the City of South Bend, and the Redevelopment Commission of the City of South Bend are considering approving a certain Loan Agreement (“Loan Agreement”), which will provide funding towards the construction of housing units on the Properties.

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

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 Organization agree as follows:

1. Qualifications of Organization. The Organization represents and warrants that (a) it is a non-profit corporation organized under the laws of the State of Indiana; (b) the Organization's articles of incorporation dated February 12, 2014, as amended on August 22, 2016 (the "Articles"), attached hereto as Exhibit B, have not been superseded or further amended and currently remain in full force and effect; and (c) the Organization is currently exempt from federal income taxation as stated in the Internal Revenue Service letter dated November 3, 2014, attached hereto as Exhibit C.

2. Transfer of Properties. The City desires to convey the Properties to the Organization for and in consideration of One Dollar (\$1.00), and the Organization 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. The Organization 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, the Organization desires to acquire ownership of the Properties to construct thirty (30) single-family homes, a portion of which shall be sold after completion to households earning One Hundred Twenty Percent (120%) or less of Area Median Income (the "Intended Use").

4. Investigation. From and after the Effective Date, and upon the Organization providing City with evidence that the Organization 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, the Organization and its agents shall have the right, but no obligation, at its sole cost to:

(a) enter upon the Properties to conduct the tests, inspections, studies, assessments and investigations contemplated under this Agreement from time to time (collectively, "Tests"); and

(b) collect such Tests of the Properties and information with respect to the Properties, the Intended Use and/or this Agreement, all as the Organization may deem desirable, including, without limitation:

(i) any environmental assessment, evaluation or study (including a "Phase I" environmental site assessment); and

(ii) topographic, engineering, traffic, parking and other feasibility studies.

Notwithstanding the foregoing, the Organization 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. The Organization 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. The Organization shall

indemnify, defend and hold the 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 the Organization or its agents. From and after the Effective Date, City agrees that City shall, at the request of the Organization and without cost to City, cooperate with the Organization in connection with any and all private and governmental approvals, rezoning, land subdivisions and other matters necessary for the Organization's Intended Use.

5. Title Insurance; Survey. Upon request from by the Organization, and at the Organization's sole expense, the City shall deliver a written commitment by a title insurance company selected by the Organization (the "Title Company") to issue to the Organization a current ALTA Form owner's policy of title insurance with respect to the Properties in an amount determined by the Organization (the "Title Commitment"). The Organization shall have the right to obtain, at its sole cost, a new or updated survey, in a form determined by the Organization (the "Survey"). The City's special warranty of title set forth in the deeds 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 disclose any matters unacceptable to the Organization, in the Organization's sole discretion, (the "Title Defects"), the Organization shall notify the City of such Title Defects no later than thirty (30) days before the Contingency Date (as later defined in Section 6). If the City fails to correct the Title Defects to the Organization's satisfaction in advance of the Contingency Date, the Organization may (a) terminate this Agreement upon written notice to the City, or (b) waive Organization'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 the Organization 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 the Organization, shall be deemed a "Permitted Exception" hereunder.

6. Conditions Precedent to Closing; Contingencies. The City will convey title to the Properties to the Organization only in the event that the South Bend Common Council, Economic Development Commission of the City of South Bend, and Redevelopment Commission of the City of South Bend fully approve the Loan Agreement by December 31, 2024 (the "Contingency Date"). In the event that the Loan Agreement does not obtain all necessary approvals by the Contingency Date, then this Agreement shall terminate, and no transfer of the Properties shall occur. Furthermore, if at any time on or before the Contingency Date, the Organization determines, for any reason, in its sole discretion, that the Properties or the transaction described herein is unacceptable to the Organization, then the Organization 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. Any failure by the Organization to give such notice shall constitute an election by the Organization to not so terminate, in which event the Organization'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.

7. Closing. Provided the Loan Agreement is approved and all conditions of closing hereunder have been satisfied or waived, the transfer of the Properties shall occur in three (3) different groupings over the span of three (3) years (each, a “Closing”).

(a) Timing. Each Closing shall occur at the offices of the Title Company within the timeframes set forth below:

(i) First Closing. The City will convey title to the first grouping of the Properties to the Organization by Special Warranty Deed in substantially the form attached hereto as Exhibit D, on or before December 31, 2025 (the “First Closing”). The Board of Public Works (the “Board”) hereby authorizes and instructs Elizabeth Maradik, President of the Board and Theresa Heffner, Clerk of the Board to execute and deliver the deed to the Organization. At the Organization’s option, the City will record the deed at the City’s expense, and the Board authorizes and instructs Joseph Molnar of the City’s Department of Community Investment to do so.

(ii) Second Closing. Provided the Organization has commenced work on the Properties transferred in the First Closing, as evidenced by the Organization’s receipt of required Building permits, the City will convey title to the second grouping of Properties to the Organization by Special Warranty Deed in substantially the form attached hereto as Exhibit E, on or before December 31, 2026 (the “Second Closing”). The Board of Public Works (the “Board”) hereby authorizes and instructs Elizabeth Maradik, President of the Board or her successor and Theresa Heffner, Clerk of the Board or her successor to execute and deliver the deed to the Organization. At the Organization’s option, the City will record the deed at the City’s expense, and the Board authorizes and instructs Joseph Molnar or his successor of the City’s Department of Community Investment to do so.

(iii) Third Closing. Provided the Organization has commenced work on the Properties transferred in the First Closing and Second Closing, as evidenced by the Organization’s receipt of required Building permits, the City will convey title to the third grouping of Properties to the Organization by Special Warranty Deed in substantially the form attached hereto as Exhibit F, on or before December 31, 2027 (the “Third Closing”). The Board of Public Works (the “Board”) hereby authorizes and instructs Elizabeth Maradik, President of the Board or her successor and Theresa Heffner, Clerk of the Board or her successor to execute and deliver the deed to the Organization. At the Organization’s option, the City will record the deed at the City’s expense, and the Board authorizes and instructs Joseph Molnar or his successor of the City’s Department of Community Investment to do so.

(b) The City shall deliver all of the following on or before each Closing date:

(i) Special warranty deeds, in the forms attached hereto as Exhibits D, E, and F, sufficient to convey and warrant to the Organization 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 the Organization's use of the Properties to the Intended Use and other uses as allowed by this Agreement, and will prohibit the Organization from discriminating in the sale, lease, rental, use, occupancy, or enjoyment of the Properties or any improvements constructed on the Properties;

(ii) Any required real estate sales disclosure;

(iii) Exclusive occupancy of the Properties; and

(iv) 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.

(c) The Organization shall deliver all of the following to the City, all of which shall be fully executed by the Organization, as appropriate:

(i) Any required real estate sale disclosure; and

(ii) Such other documents as may be necessary or proper to comply with this Agreement or required to carry out its terms.

8. No Warranties. The Organization 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. The Organization 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.

9. Organization's Post-Closing Development Obligations. Provided each Closing occurs, within twelve (12) months after the Closing Date, the Organization will commence construction and redevelopment of the Properties for the Intended Use. The Organization will expend an amount (including hard and soft costs) of not less than Seven Million Five Hundred Thousand (\$7,500,000.00) for constructing income-based single-family housing across all 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, the Organization 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 Properties Improvements. The Organization shall permit the City to perform reviews and monitor the progress of the construction of the Properties Improvements. The Parties expect all Properties Improvements to be completed by December 31, 2027 (the "Completion Date"). If all Property Improvements have not been substantially completed by the Completion Date, the Organization shall be in default under this Agreement, and the City shall have the option to exercise any of its rights under Section 13 of this Agreement. In anticipation of performing its obligations under this Section 9, the Organization 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). The Organization covenants and agrees that neither the Organization nor any of the Organization's successors or assigns will change its use of the Properties from the Intended Use of the Properties defined above without obtaining City's prior consent to such change in writing.

10. Certificate of Completion. Promptly after the Organization completes the Property Improvements and proves the same to City's reasonable satisfaction in accordance with the terms of Section 9 above, upon the Organization's request, the City will issue to the Organization a certificate acknowledging such completion (the "Certificate of Completion").

11. Taxes. The Organization, and the Organization'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.

12. 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.

13. 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 the Organization defaults under this Agreement and fails to complete the post-closing development obligations set forth in Section 9, the City shall have the right to re-enter and take possession of the Properties and to terminate and re-vest in the City the estate conveyed to the Organization at Closing and all of the Organization's rights and interests in the Properties without offset or compensation for the value of any improvements made by the Organization. In the event City pursues legal action (including arbitration) to enforce or interpret this Agreement, the Organization shall pay City's reasonable attorneys' fees and other costs and expenses (including expert witness fees).

14. Notices. All notices, demands and communications required or which either Party desires to give or make hereunder shall be effective 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: City of South Bend Department of Community Investment
Attn: Executive Director
227 W. Jefferson Blvd.
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 Organization 466 Works Community Development Corporation
Attn: Sy Barker
2043 South Bend Avenue PMB 352
South Bend, IN 46637

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 14.

15. Assignment. The Organization 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 Organization wishes to obtain the City's consent regarding a proposed assignment of this Agreement, the City may request and the Organization will provide any and all information reasonably demanded by the City in connection with the proposed assignment and/or the proposed assignee.

16. 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.

17. 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.

18. 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.

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

20. 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.

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

[Signature page follows.]

IN WITNESS WHEREOF, the City and the Organization 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

466 Works Community Development Corporation,
an Indiana non-profit corporation

By: Seymour H. Barker

Printed: Seymour H. Barker

Title: Vice President

Date: 6/24/2024

By: _____

Printed: _____

Title: _____

Date: _____

EXHIBIT A

Description of Properties

Key Number: 71-08-13-253-012.000-026

Local Parcel Number: 018-7014-0556

Legal Description: Lots 254 255 35 Ft N End Ea Wenger & Krieghbaums 3rd

Commonly Known As: 1414 Fellows Street

Key Number: 71-08-13-253-013.000-026

Local Parcel Number: 018-7014-0557

Legal Description: 38 Ft Mid Pt Lot 255 & 38 Ft Mid Pt Lot 254 Wenger & Krieghbaums 3rd

Commonly Known As: 1418 Fellows Street

Key Number: 71-08-13-253-014.000-026

Local Parcel Number: 018-7014-0558

Legal Description: S 80 Ft Lot 255 Wenger & Krieghbaums 3rd

Commonly Known As: 501 Haney Avenue

Key Number: 71-08-13-253-015.000-026

Local Parcel Number: 018-7014-0559

Legal Description: 80 Ft S End Lot 254 Wenger & Krieghbaum 3rd

Commonly Known As: 505 Haney Avenue

Key Number: 71-08-13-252-020.000-026

Local Parcel Number: 018-7015-0589

Legal Description: Lot 178 Wenger & Krieghbaums Replat Of Wengers 6th

Commonly Known As: 615 E. Broadway Street

Key Number: 71-08-13-252-036.000-026

Local Parcel Number: 018-7016-0643

Legal Description: 48' N End Lot 218 & 48 X 30 Ft Ne Pt Lot 219 & So Pt Vac Alley No & Adj Wenger & Krieghbaum Replat Of Wenger 6th Add

Commonly Known As: 1313 High Street

Key Number: 71-08-13-252-037.000-026

Local Parcel Number: 018-7016-0644

Legal Description: Ex 30 X 48 Ft Ne Pt Lot 219 Wenger & Krieghbaum Replat Of Wengers 6th

Commonly Known As: Vacant Lot West of and Adjacent to 735 E. Broadway Street

Key Number: 71-08-13-255-006.000-026

Local Parcel Number: 018-7016-0651

Legal Description: Lot 192 Wenger & Krieghbaum Replat Of Wenger 6th

Commonly Known As: Vacant Lot West of and Adjacent to 718 E. Broadway Street

Key Number: 71-08-13-256-008.000-026

Local Parcel Number: 018-7027-1074
Legal Description: Lot 91 Indiana Ave Add
Commonly Known As: 522 Haney Avenue

Key Number: 71-08-13-257-021.000-026
Local Parcel Number: 018-7030-1172
Legal Description: Lot 36 Indiana Ave Add
Commonly Known As: 623 E. Indiana Avenue

Key Number: 71-08-13-326-011.000-026
Local Parcel Number: 018-7031-1185
Legal Description: Lot 62 Bowmans Pl Addition
Commonly Known As: 126 E. Indiana Avenue

Key Number: 71-08-13-330-020.000-026
Local Parcel Number: 018-7042-1664
Legal Description: 28 Ft W Side Lot 12 & 5 Ft E Side Lot 11 Dubails 1st Add
Commonly Known As: 209 E. Dayton Street

Key Number: 71-08-13-334-023.000-026
Local Parcel Number: 018-7045-1752
Legal Description: Lot 86 Dubails 4th Add
Commonly Known As: 317 Milton Street

Key Number: 71-08-13-405-004.000-026
Local Parcel Number: 018-7046-1804
Legal Description: Lot 66 Studebakers 1st Add
Commonly Known As: 610 E. Dubail Avenue

Key Number: 71-08-13-405-005.000-026
Local Parcel Number: 018-7046-1805
Legal Description: Lot 67 H Studebaker 1st Add
Commonly Known As: 614 E. Dubail Avenue

Key Number: 71-08-13-403-008.000-026
Local Parcel Number: 018-7047-1819
Legal Description: Lot 25 H Studebakers 1st
Commonly Known As: 722 E. Indiana Avenue

Key Number: 71-08-13-405-019.000-026
Local Parcel Number: 018-7048-1846
Legal Description: Lot 93 Henry Studebakers 2nd
Commonly Known As: 625 E. Dayton Street

EXHIBIT B

**Articles of Incorporation of
466 Works Community Development Corporation**

[See attached.]

EXHIBIT C

IRS 501(c)(3) Qualification Letter

[See attached.]

EXHIBIT D

Form of Special Warranty Deed

HOLD FOR:

City of South Bend
227 W. Jefferson Blvd., Ste. 1400S
South Bend, IN 46601

AUDITOR'S RECORD

TRANSFER NO. _____
TAXING UNIT _____
DATE _____
KEY NO. See Attached

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH THAT the City of South Bend, Indiana, by and through its Board of Public Works (the "Grantor" or the "City")

CONVEYS AND QUIT CLAIMS TO 466 Works Community Development Corporation, an Indiana non-profit corporation, with its registered address being 2043 South Bend Avenue, PMB 352, South Bend, IN 46637 (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 Properties or any improvements constructed on the Properties. This restriction will at all times be subject to any mortgages recorded against the Properties, 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 9 of the Real Estate Transfer Agreement, the Grantor conveys the Properties 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 13 of the Real Estate Transfer Agreement, then the Grantor shall have the right to re-enter and take possession of the Properties and to terminate and re-vest in the Grantor the estate conveyed to the Grantee by this deed and all of the Grantee's rights and interests in the Properties without offset or compensation for the value of any improvements to the Properties made by the Grantee. The recordation of a Certificate of Completion will forever release and discharge the Grantor's reversionary interest stated in this paragraph.

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

The undersigned persons executing this Special Warranty Deed on behalf of the Grantor represent and certify 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 25th 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 25th 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 Special Warranty Deed as authorized by the Real Property Transfer Agreement, dated 6-25-2024

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, 2024

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

Key Number: 71-08-13-330-020.000-026

Local Parcel Number: 018-7042-1664

Legal Description: 28 Ft W Side Lot 12 & 5 Ft E Side Lot 11 Dubails 1st Add

Commonly Known As: 209 E. Dayton Street

Key Number: 71-08-13-405-004.000-026

Local Parcel Number: 018-7046-1804

Legal Description: Lot 66 Studebakers 1st Add

Commonly Known As: 610 E. Dubail Avenue

Key Number: 71-08-13-405-005.000-026

Local Parcel Number: 018-7046-1805

Legal Description: Lot 67 H Studebaker 1st Add

Commonly Known As: 614 E. Dubail Avenue

Key Number: 71-08-13-405-019.000-026

Local Parcel Number: 018-7048-1846

Legal Description: Lot 93 Henry Studebakers 2nd

Commonly Known As: 625 E. Dayton Street

EXHIBIT E

Form of Special Warranty Deed

HOLD FOR:

City of South Bend
227 W. Jefferson Blvd., Ste. 1400S
South Bend, IN 46601

AUDITOR'S RECORD

TRANSFER NO. _____
TAXING UNIT _____
DATE _____
KEY NO. See Attached

SPECIAL WARRANTY DEED

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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 Properties or any improvements constructed on the Properties. This restriction will at all times be subject to any mortgages recorded against the Properties, 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 9 of the Real Estate Transfer Agreement, the Grantor conveys the Properties 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 13 of the Real Estate Transfer Agreement, then the Grantor shall have the right to re-enter and take possession of the Properties and to terminate and re-vest in the Grantor the estate conveyed to the Grantee by this deed and all of the Grantee's rights and interests in the Properties without offset or compensation for the value of any improvements to the Properties made by the Grantee. The recordation of a Certificate of Completion will forever release and discharge the Grantor's reversionary interest stated in this paragraph.

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

The undersigned persons executing this Special Warranty Deed on behalf of the Grantor represent and certify 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 25th day of June, 2024.

GRANTOR:

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

By: [Signature]
Elizabeth Maradik, President

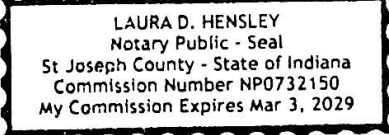
ATTEST:

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 25th 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 Special Warranty Deed as authorized by the Real Property Transfer Agreement, dated 6-25-2024.

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

Key Number: 71-08-13-253-012.000-026

Local Parcel Number: 018-7014-0556

Legal Description: Lots 254 255 35 Ft N End Ea Wenger & Krieghbaums 3rd

Commonly Known As: 1414 Fellows Street

Key Number: 71-08-13-253-013.000-026

Local Parcel Number: 018-7014-0557

Legal Description: 38 Ft Mid Pt Lot 255 & 38 Ft Mid Pt Lot 254 Wenger & Krieghbaums 3rd

Commonly Known As: 1418 Fellows Street

Key Number: 71-08-13-253-014.000-026

Local Parcel Number: 018-7014-0558

Legal Description: S 80 Ft Lot 255 Wenger & Krieghbaums 3rd

Commonly Known As: 501 Haney Avenue

Key Number: 71-08-13-253-015.000-026

Local Parcel Number: 018-7014-0559

Legal Description: 80 Ft S End Lot 254 Wenger & Krieghbaum 3rd

Commonly Known As: 505 Haney Avenue

Key Number: 71-08-13-256-008.000-026

Local Parcel Number: 018-7027-1074

Legal Description: Lot 91 Indiana Ave Add

Commonly Known As: 522 Haney Avenue

Key Number: 71-08-13-257-021.000-026

Local Parcel Number: 018-7030-1172

Legal Description: Lot 36 Indiana Ave Add

Commonly Known As: 623 E. Indiana Avenue

Key Number: 71-08-13-326-011.000-026

Local Parcel Number: 018-7031-1185

Legal Description: Lot 62 Bowmans Pl Addition

Commonly Known As: 126 E. Indiana Avenue

Key Number: 71-08-13-334-023.000-026

Local Parcel Number: 018-7045-1752

Legal Description: Lot 86 Dubails 4th Add

Commonly Known As: 317 Milton Street

Key Number: 71-08-13-403-008.000-026

Local Parcel Number: 018-7047-1819

Legal Description: Lot 25 H Studebakers 1st

Commonly Known As: 722 E. Indiana Avenue

EXHIBIT F

Form of Special Warranty Deed

HOLD FOR:

City of South Bend
227 W. Jefferson Blvd., Ste. 1400S
South Bend, IN 46601

AUDITOR'S RECORD

TRANSFER NO. _____
TAXING UNIT _____
DATE _____
KEY NO. See Attached

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH THAT the City of South Bend, Indiana, by and through its Board of Public Works (the "Grantor" or the "City")

CONVEYS AND QUIT CLAIMS TO 466 Works Community Development Corporation, an Indiana non-profit corporation, with its registered address being 2043 South Bend Avenue, PMB 352, South Bend, IN 46637 (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 Properties or any improvements constructed on the Properties. This restriction will at all times be subject to any mortgages recorded against the Properties, 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 9 of the Real Estate Transfer Agreement, the Grantor conveys the Properties 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 13 of the Real Estate Transfer Agreement, then the Grantor shall have the right to re-enter and take possession of the Properties and to terminate and re-vest in the Grantor the estate conveyed to the Grantee by this deed and all of the Grantee's rights and interests in the Properties without offset or compensation for the value of any improvements to the Properties made by the Grantee. The recordation of a Certificate of Completion will forever release and discharge the Grantor's reversionary interest stated in this paragraph.

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

The undersigned persons executing this Special Warranty Deed on behalf of the Grantor represent and certify 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 25th 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 25th 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 Special Warranty Deed as authorized by the Real Property Transfer Agreement, dated 6.25.2024.

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

(SEAL)

LAURA D. HENSLEY Notary Public - Seal St Joseph County - State of Indiana Commission Number NP0732150 My Commission Expires Mar 3, 2029	<u>[Signature]</u> <u>Laura D. Hensley</u> Notary Public Resident of <u>St. Joseph</u> County, <u>IN</u>
---	--

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

Key Number: 71-08-13-252-020.000-026

Local Parcel Number: 018-7015-0589

Legal Description: Lot 178 Wenger & Krieghbaums Replat Of Wengers 6th

Commonly Known As: 615 E. Broadway Street

Key Number: 71-08-13-252-036.000-026

Local Parcel Number: 018-7016-0643

Legal Description: 48' N End Lot 218 & 48 X 30 Ft Ne Pt Lot 219 & So Pt Vac Alley No & Adj Wenger & Krieghbaum Replat Of Wenger 6th Add

Commonly Known As: 1313 High Street

Key Number: 71-08-13-252-037.000-026

Local Parcel Number: 018-7016-0644

Legal Description: Ex 30 X 48 Ft Ne Pt Lot 219 Wenger & Krieghbaum Replat Of Wengers 6th

Commonly Known As: Vacant Lot West of and Adjacent to 735 E. Broadway Street

Key Number: 71-08-13-255-006.000-026

Local Parcel Number: 018-7016-0651

Legal Description: Lot 192 Wenger & Krieghbaum Replat Of Wenger 6th

Commonly Known As: Vacant Lot West of and Adjacent to 718 E. Broadway Street

**State of Indiana
Office of the Secretary of State**

Certified Copies

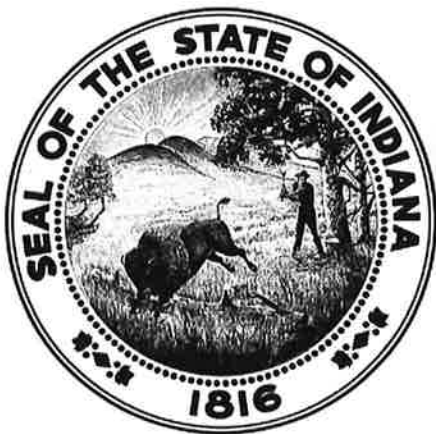
To Whom These Presents Come, Greeting:

I, CONNIE LAWSON, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that this is a true and complete copy of this 7 page document consisting of the following records filed in this office:

Certification Date: November 30, 2016
Business Name: 466 WORKS COMMUNITY DEVELOPMENT CORPORATION
Business ID: 2014021302826

Transaction	Date Filed	No. of pages
Articles of Incorporation	02/12/2014	3
Articles of Amendment	08/23/2016	4
	Total No. of pages	7



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, November 30, 2016

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

State of Indiana
Office of the Secretary of State

CERTIFICATE OF INCORPORATION

of

466 WORKS COMMUNITY DEVELOPMENT CORPORATION INC.

I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, February 12, 2014.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, February 13, 2014



Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE

2014021302826 / 2014021302826

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
2/13/2014 2:28 PM

ARTICLES OF INCORPORATION

Formed pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991.

ARTICLE I - NAME AND PRINCIPAL OFFICE

466 WORKS COMMUNITY DEVELOPMENT CORPORATION INC.

1620 S. SAINT JOSEPH STREET, SOUTH BEND, IN 46613

ARTICLE II - REGISTERED OFFICE AND AGENT

C. EUGENE HALE
715 E. IRVINGTON AVENUE, SOUTH BEND, IN 46614

ARTICLE III - INCORPORATORS

C. EUGENE HALE
1620 S. SAINT JOSEPH STREET, SOUTH BEND, IN 46613
Signature: C. EUGENE HALE

REVEREND RICKARDO TAYLOR
1620 S. SAINT JOSEPH STREET, SOUTH BEND, IN 46613
Signature: RICKARDO TAYLOR

ARTICLE IV - GENERAL INFORMATION

Effective Date: 2/12/2014

Type of Corporation: Public Benefit Corporation

Does the corporation have members?: Yes

The purposes/nature of business

THIS CORPORATION IS A PUBLIC BENEFIT CORPORATION THAT SHALL BE ORGANIZED AND OPERATED EXCLUSIVELY TO CONDUCT, SUPPORT, ENCOURAGE, AND ASSIST SUCH RELIGIOUS, CHARITABLE, SCIENTIFIC, LITERARY, EDUCATIONAL, AND OTHER PROGRAMS AND PROJECTS AS ARE DESCRIBED IN SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE OF 1986 OR CORRESPONDING PROVISIONS OF ANY SUBSEQUENT FEDERAL TAX LAWS (THE "CODE"). WITHOUT LIMITING THE FOREGOING GENERAL STATEMENT OF PURPOSES, THE CORPORATION SHALL, TO THE EXTENT PERMITTED OF AN ORGANIZATION DESCRIBED IN SECTION 501(C)(3) OF THE CODE, ENGAGE IN THE PLANNING, DIRECTING, AND COORDINATING OF REVITALIZATION EFFORTS OF THE SOUTHEAST SIDE NEIGHBORHOOD LOCATED IN SOUTH BEND, INDIANA.

Distribution of assets on dissolution or final liquidation

UPON THE DISSOLUTION OF THE CORPORATION, THE BOARD OF DIRECTORS SHALL, AFTER PAYING OR MAKING PROVISION FOR THE PAYMENT OF ALL OF THE LIABILITIES OF THE CORPORATION, DISPOSE OF ALL ASSETS OF THE CORPORATION EXCLUSIVELY FOR RELIGIOUS, CHARITABLE, EDUCATIONAL, SCIENTIFIC, OR LITERARY PURPOSES AS SHALL AT THE TIME QUALIFY AS AN EXEMPT ORGANIZATION OR ORGANIZATIONS UNDER SECTION 501(C)(3) OF THE CODE AS THE BOARD OF DIRECTORS SHALL DETERMINE, OR TO FEDERAL, STATE, OR LOCAL GOVERNMENTS TO BE USED EXCLUSIVELY FOR PUBLIC PURPOSES. ANY SUCH ASSET NOT SO DISPOSED OF SHALL BE DISPOSED OF BY THE SUPERIOR COURT OF THE COUNTY IN WHICH THE PRINCIPAL OFFICE OF THE CORPORATION IS THEN LOCATED, EXCLUSIVELY FOR SUCH PURPOSES OR TO SUCH ORGANIZATIONS, SUCH AS THE COURT SHALL DETERMINE, WHICH ARE ORGANIZED AND OPERATED EXCLUSIVELY FOR SUCH PURPOSES, OR TO SUCH GOVERNMENTS FOR SUCH PURPOSES.

**State of Indiana
Office of the Secretary of State**

Certificate of Amendment
of

**466 WORKS COMMUNITY DEVELOPMENT CORPORATION
INC.**

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Amendment of the above Domestic Nonprofit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

The name following said transaction will be:

466 WORKS COMMUNITY DEVELOPMENT CORPORATION

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, August 22, 2016.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 23, 2016

Connie Lawson

Connie Lawson
SECRETARY OF STATE

2014021302826 / 7382485

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>



ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION (NONPROFIT)

State Form 4161 (R14 / 7-18) / Corporate Form 364-2
Approved by State Board of Accounts, 2016

Approved and Filed
2014021302826/7382485
Filing Date: 08/23/2016
Effective :08/22/2016 11:00
CONNIE LAWSON
Indiana Secretary of State

Indiana Code 23-17-17-1 et. seq.
23-17-29-3

FILING FEE: \$30.00

The undersigned officer of the Nonprofit Corporation named in Article I below (hereinafter referred to as the "Corporation") desiring to give notice of corporate action effectuating Amendment(s) to the Articles of Incorporation, certifies the following facts:

This Corporation exists pursuant to: (Check appropriate box.)
 The Indiana Not-For-Profit Corporation Act of 1971 (IC 23-7-1.1) as amended
 Indiana General Not-For-Profit Corporation Act (approved March 7, 1935)
 Indiana Nonprofit Corporation Act of 1991 (IC 23-17-1) as amended

ARTICLE I – AMENDMENT(S)

SECTION 1: The name of the Corporation is:
466 Works Community Development Corporation, Inc.

SECTION 2: The date of incorporation of the Corporation (month, day, year)
February 12, 2014

SECTION 3: The name of the Corporation following this amendment to the Articles of Incorporation is:
466 Works Community Development Corporation

SECTION 4:
The exact text of Article(s) IV of the Articles of Incorporation is now as follows:

Does the corporation have members: no.
The purposes/nature of business: see attached Sheet 1A.

SECTION 5:
The date of adoption of the amendment to the Article(s) IV was August 18, 20 16

INDIANA SECRETARY OF STATE
RECEIVED
2016 AUG 22 AM 11:03

466 Works Community Development CorporationSection 4.1: Purpose.

(a) The Corporation's purpose is to operate as a community development corporation as defined by 42 USCS § 13851 to plan, direct and coordinate revitalization of the southeast neighborhood of South Bend, Indiana consisting of the area bounded on the north by Sample Street, on the east by Miami Street, on the south by Ewing Avenue, and on the west by Michigan Street, including the provision of low-income housing or community economic development projects. In furtherance of the aforesaid purpose, to transact any and all lawful business for which corporations may be incorporated under the Indiana Nonprofit Corporation Act of 1991 (IC 23-17-1 et seq.), provided such business is not inconsistent with the Corporation being organized and operated exclusively for charitable educational purposes and Section 501(c)(3) of the Internal Revenue Code.

(b) No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members (if any), directors, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its charitable purposes.

(c) No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the organization shall not carry on any other activities not permitted to be carried on by (1) an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (2) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

(d) Upon the dissolution of the organization, its assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose, and any such assets not disposed of shall be disposed of by the Circuit Court of St. Joseph County, Indiana, in which the principal office of the organization is located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

(e) Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on: (i) By a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws, or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2), Section 2055(a)(2), or Section 2522(a)(2) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws.

Section 4.2: Powers. Subject to any limitation imposed by the Indiana Nonprofit Corporation Act, Section 501(c)(3) of the Internal Revenue Code, or other applicable law, the Corporation shall have the power to do everything necessary, advisable or convenient for the accomplishment of any of the purposes hereinbefore set forth, or which shall at any time appear conducive to or expedient for the protection or benefit of the Corporation, and to do all of the things incidental thereto or connected therewith which are not forbidden by law.

Section 4.3: Term of Existence. The Corporation shall have perpetual existence.

ARTICLE II – MANNER OF ADOPTION AND VOTE

SECTION 1: Action by the Board of Directors

The Board of Directors duly adopted a resolution proposing to amend the Article(s) of Incorporation: *(Select one.)*

- At a meeting held on August 18, 20 16, at which a quorum of such Board was present.
- By written consent executed on _____, 20 _____, and signed by all members of such Board.

SECTION 2: Action by members

IF APPROVAL OF MEMBERS WAS NOT REQUIRED:

- The Amendment(s) were approved by a sufficient vote of the Board of Directors or incorporators and approval of members was not required.
 Yes No
- The Amendment(s) were approved by a person other than the members, and that approval pursuant to Indiana Code 23-17-17-1 was obtained.
 Yes No

IF APPROVAL OF MEMBERS WAS REQUIRED:

TOTAL	MEMBERS OR DELEGATES ENTITLED TO VOTE AS A CLASS		
	1	2	3
MEMBERS OR DELEGATES ENTITLED TO VOTE			
MEMBERS OR DELEGATES VOTED IN FAVOR			
MEMBERS OR DELEGATES VOTED AGAINST			

- The manner of the adoption of the Articles of Amendment and the vote by which they were adopted constitute full legal compliance with the provisions of the Act, the Articles of Incorporation, and the By-Laws of the Corporation.

I hereby verify, subject to penalties of perjury, that the facts contained herein are true.

Required if registered agent information was updated:

- By checking the box, the Signator(s) represent(s) that the Registered Agent named in the application has consented to the appointment of Registered Agent.

Signature of current officer

C. Eugene Hale

Printed name of officer

C. Eugene Hale

Title of officer

Secretary

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 03 2014

466 WORKS COMMUNITY DEVELOPMENT
CORPORATION INC
1620 S SAINT JOSEPH STREET
SOUTH BEND, IN 46613-0000

Employer Identification Number:
46-5523814
DLN:
26053697001744
Contact Person:
CHIUNGLAN CHUNG ID# 31721
Contact Telephone Number:
(859) 669-4138
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
February 12, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

466 WORKS COMMUNITY DEVELOPMENT

Sincerely,

Thomas Ripperda

Director, Exempt Organizations

Letter 5436

**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: <u>Transfer Agreement</u>		<input type="checkbox"/> Ease./Encroach	

Required Information

Company or Vendor Name	466 Works Community Development Corporation		
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	Completed E-Verify Form Attached	<input type="checkbox"/> Yes
	<input type="checkbox"/> WBE		<input type="checkbox"/> No
Project Name	Transfer of 17 lots to 466Works		
Project Number	_____		
Funding Source	_____		
Account No.	_____		
Amount	_____		
Terms of Contract	_____		
Purpose/Description	Request to transfer City properties in the Southeast Neighborhood to 466Works 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:			_____	