

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement ("First Amendment") is made effective as of August 22, 2024 (the "Effective Date") by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the "Commission"), and Great Lakes Capital Development, LLC, an Indiana Limited Liability Company, with offices at 7410 Aspect Drive, Suite 100, Granger, IN 46530 (the "Developer") (each, a "Party," and collectively, the "Parties").

Recitals

- A. The Parties entered into a certain Development Agreement, dated March 28, 2024 (the "Development Agreement") pertaining to certain local public improvements to renovate, rehabilitate, and activate the Project Property.
- B. The Parties have since discovered that one parcel, namely Key No. 018-1003-0101 was inadvertently excluded from references to the Project Property in certain portions of the Development Agreement.
- C. The Parties now desire to modify certain terms of the Development Agreement to add the excluded parcel.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained in this First Amendment and the Development Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- 1. **Exhibit D** "Form of Temporary Easement" and shall be deleted in its entirety and replaced with the **Exhibit D** attached to this First Amendment.
- 2. **Exhibit G** ("Option to Purchase Agreement") and **Exhibit H** ("Memorandum of Option Agreement") shall be deleted in their entirety and replaced with the respective **Exhibit G** and **Exhibit H** attached to this First Amendment.
- 3. Unless expressly modified by this First Amendment, the terms and provisions of the Development Agreement remain in full force and effect.
- 4. Capitalized terms used in this First Amendment will have the meanings set forth in the Development Agreement unless otherwise stated herein.

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT
COMMISSION




Troy Warner, President

ATTEST:



Vivian G. Sallie, Secretary

Great Lakes Capital Development LLC



Bradley J. Toothaker, Manager

EXHIBIT D

Form of Temporary Easement

GRANT OF TEMPORARY EASEMENT

THIS INDENTURE, made as of the 7th of August, 2024 (the "Effective Date"), by and between Great Lakes Capital LLC, with offices at 7410 Aspect Drive, Suite 100, Granger, IN 46530 (the "Grantor"), and the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, 1400S County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601 (the "Grantee").

WITNESSETH:

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which Grantor hereby acknowledges, Grantor hereby grants, conveys, and warrants to Grantee a temporary, non-exclusive easement (the "Easement") on, in, over, under and across the real property described in attached Exhibit 1 (the "Property") for the construction, equipping, and delivery of certain improvements on the Property (the "Local Public Improvements"), together with the right of ingress to and egress from the Easement for said purposes, all pursuant to a certain Land Exchange and Development Agreement by and between Grantor and Grantee, dated March 28, 2024, as amended (the "Development Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Development Agreement.

The Easement granted herein shall pertain to the air, surface, and subsurface rights and interests of Grantor, for the use and benefit of Grantee, and its successors and assigns, to the extent necessary to accomplish and carry out the construction, equipping, and delivery of the Local Improvements on the Property. The Easement hereby granted includes the right and privilege for Grantee at reasonable times to clean and remove from said Easement any debris or obstructions interfering with said Easement.

The Easement granted herein, and its associated benefits and obligations, shall inure to the benefit of Grantee and Grantee's contractors acting on Grantee's behalf in connection with the Local Public Improvements.

Notwithstanding anything contained herein to the contrary, unless extended in writing by Grantor, the Easement shall terminate and be of no further force and effect on the date (hereinafter, the "Construction Termination Date") of the earliest of the following: (a) completion of the Local Public Improvements; (b) expiration or earlier termination of the Development Agreement; or (c) such earlier date as Grantor and Grantee may agree to in writing.

IN WITNESS WHEREOF, Grantor has executed this Grant of Temporary Easement on the date shown in the acknowledgment set forth below to be effective as of the Effective Date.

GRANTOR:

Great Lakes Capital LLC

[Handwritten Signature]

Printed: Bradley J. Toothaker
Its: Managing Member

STATE OF Indiana)
) SS:
COUNTY OF St. Joseph)

Before me, the undersigned, a Notary Public in and for said State, personally appeared Bradley J. Toothaker, to me known to be the Managing Member of the Grantor in the above Grant of Temporary Easement, and acknowledged the execution of the same as the Grantor's free and voluntary act and deed.

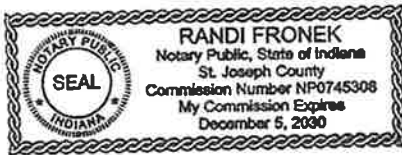
WITNESS my hand and Notarial Seal this 7th day of August, 2024.

Randi Fronek

Randi Fronek, Notary Public

Residing in St Joseph County, Indiana

My Commission Expires: 12/05/30



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

This instrument was prepared by Danielle Campbell Weiss, Senior Assistant City Attorney, City of South Bend, Indiana, Department of Law, 227 W. Jefferson Boulevard, Suite 1200S, South Bend, IN 46601.

EXHIBIT 1

Description of Property

For APN/Parcel ID(s): 71-08-12-103-002.000-026, 71-08-01-358-008.000-026, 71-08-01-358-007.000-026,
71-08-01-358-003.000-026, 71-08-01-358-002.000-026, 71-08-01-358-001.000-026,
71-08-01-355-006.000-026, 71-08-01-355-005.000-026, 71-08-01-355-004.000-026,
71-08-01-355-003.000-026, 71-08-01-355-002.000-026, 71-08-01-359-001.000-026,
71-08-01-359-005.000-026 and 71-08-01-358-005.000-026

PARCEL 1:

LOTS NUMBERED SEVENTY-TWO (72) AND SEVENTY THREE (73) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, AS RECORDED IN PLAT BOOK 1, PAGE 1 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

PARCEL 2 AND 3:

LOTS NUMBERED ONE HUNDRED SEVENTY-ONE (171), ONE HUNDRED SEVENTY-TWO (172) AND THE SOUTH FORTY-ONE (41) FEET OF LOT NUMBERED ONE HUNDRED SEVENTY (170), TOGETHER WITH THE VACATED ALLEY LYING BETWEEN LOTS NUMBERED ONE HUNDRED SEVENTY-ONE (171) AND ONE HUNDRED SEVENTY-TWO (172) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA.

PARCEL 4, 5, 6 AND 14:

LOTS NUMBERED ONE HUNDRED SEVENTY-FIVE (175) AND ONE HUNDRED SEVENTY-SIX (176) AS SHOWN ON THE RECORDED ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, RECORDED MARCH 28, 1831 IN PLAT BOOK 1, PAGE 1 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

PARCEL 7:

LOT NUMBERED ONE HUNDRED SIXTY-TWO (162) AS SHOWN ON THE RECORDED ORIGINAL PLAT OF THE TOWN, OF SOUTH BEND IN PLAT BOOK 1, PAGE 1, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA. ALSO THE EAST HALF OF THE VACATED ALLEY ADJOINING SAID LOT ON THE WEST.

PARCEL 8:

LOT NUMBERED 161 AS SHOWN ON THE RECORDED ORIGINAL PLAT OF TOWN, NOW CITY OF SOUTH BEND, IN ST. JOSEPH COUNTY, INDIANA.

PARCEL 9:

LOT NUMBERED ONE HUNDRED SIXTY (160) AS SHOWN ON THE RECORDED PLAT OF THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, RECORDED

MARCH 28, 1831 IN PLAT BOOK 1, PAGE 1, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA. ALSO THE SOUTH 1/2 OF A VACATED ALLEY ADJOINING THE NORTH SIDE OF SAID LOT AND THE EAST 1/2 OF A VACATED ALLEY ADJOINING THE WEST SIDE OF SAID LOT.

PARCEL 10:

TRACT 1:

LOT NUMBERED ONE HUNDRED FIFTY-NINE (159) AND THE SOUTH HALF OF LOT NUMBERED ONE

HUNDRED FIFTY-EIGHT (158) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND.

TRACT 2:

LOT NUMBERED ONE HUNDRED SIXTY-FIVE (165) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, EXCEPTING THEREFROM: A TRACT OF LAND TAKEN OFF OF AND FROM THE WEST END OF LOT NUMBERED 165 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 165; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 165 A DISTANCE OF 34.95 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 328.10 FEET A DISTANCE OF 71.20 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 165 AND 8.52 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 155; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 165 A DISTANCE OF 8.52 FEET TO THE WEST LINE OF SAID LOT 165; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 165. A DISTANCE OF 66.00 FEET TO THE PLACE OF BEGINNING. ALL IN THE SOUTHWEST QUARTER, SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, PORTAGE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA.

TRACT 3:

A TRACT OF LAND LOCATED WITHIN LOT NUMBERED ONE HUNDRED SIXTY-SIX (166) AND ONE HUNDRED SIXTY-SEVEN (167) AS SHOWN ON THE ORIGINAL PLAT OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 166; THENCE WEST ALONG THE SOUTH LINE OF LOT 166 A DISTANCE OF 122 FEET; THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF SAID LOT 166 AND 69 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 166, A DISTANCE OF 84.5 FEET MORE OR LESS; THENCE FURTHER NORTHEASTERLY TO A POINT ON THE EAST LINE OF SAID LOT 167 AND 58 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 167, A DISTANCE OF 90 FEET MORE OR LESS; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 167 A DISTANCE OF 58 FEET TO THE SOUTHEAST CORNER OF LOT 167; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF LOT 166, A DISTANCE OF 66 FEET TO THE SOUTHEAST CORNER OF LOT 166 AND THE POINT OF BEGINNING.

TRACT 4:

A TRACT OF LAND LOCATED WITHIN LOTS NUMBERED ONE HUNDRED FIFTY-SEVEN (157) AND ONE HUNDRED FIFTY-EIGHT (158) AS SHOWN ON THE ORIGINAL PLAT OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL OF THE NORTH HALF OF LOT 158 EXCEPT A TRIANGULAR TRACT BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 158; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 158 A DISTANCE OF 33 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID LOT 158; THENCE NORTHWESTERLY TO THE NORTH LINE OF SAID LOT 158 AND 28 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 158, A DISTANCE OF 43 FEET, MORE OR LESS; THENCE EAST ALONG THE NORTH LINE A DISTANCE OF 28 FEET TO THE POINT OF BEGINNING; ALSO, A CONTIGUOUS PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 157; THENCE NORTHEASTERLY TO A POINT 40.5 FEET EAST AND 30.0 FEET NORTH OF SAID SOUTHWEST CORNER OF LOT 157, A DISTANCE OF 50 FEET MORE OR LESS; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF LOT 157; A DISTANCE OF 50.0 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT 157 AND 28 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 157; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 157 A DISTANCE OF 137 FEET TO THE SOUTHWEST CORNER OF SAID LOT 157 AND THE POINT OF BEGINNING.

ALSO THAT PART OF THE VACATED ALLEYS ADJOINING THE ABOVE LOTS AS SET OUT IN DOCUMENT RECORDED NOVEMBER 30, 1982, AS INSTRUMENT NUMBER 8218209, DOCUMENT RECORDED NOVEMBER 9, 2012 RECORDED AS INSTRUMENT NUMBER 1236057 AND DOCUMENT RECORDED

MARCH 28, 2013 AS INSTRUMENT NUMBER 1309138, ALL IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

PARCEL 11:

LOTS NUMBERED ONE HUNDRED SIXTY-THREE (163) AND ONE HUNDRED SIXTY-FOUR (164), AS SHOWN ON THE RECORDED PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA. ALSO THE WEST HALF OF THE VACATED ALLEY ADJOINING ON THE EAST SIDE OF SAID LOTS, ALL IN ST. JOSEPH COUNTY, INDIANA.

PARCEL 12:

PART OF LOT NUMBERED ONE-HUNDRED FIFTEEN (115) OF THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, DESCRIBED AS FOLLOWS BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 115, THENCE SOUTH ON THE WEST LINE OF SAID LOT, 56 FEET, THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT, 100 FEET, THENCE NORTH, PARALLEL WITH THE WEST LINE OF SAID LOT, 56 FEET TO THE NORTH TINE OF SAID LOT THENCE WEST ON THE NORTH

LINE OF SAID LOT, 100 FEET TO THE PLACE OF BEGINNING, ST. JOSEPH COUNTY, INDIANA.

PARCEL 13:

PART OF LOT NUMBERED ONE HUNDRED FIFTEEN (115) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, DESCRIBED AS BEGINNING ON THE NORTH LINE OF SAID LOT, 100 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT; THENCE RUNNING SOUTH 56 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT TO THE RIVER'S EDGE OF THE ST. JOSEPH RIVER; THENCE ANGLING NORTHEASTERLY WITH THE RIVER'S EDGE TO THE SOUTH LINE OF MADISON STREET, WHERE IT JOINS THE RIVER'S EDGE; THENCE WEST ON THE NORTH LINE OF SAID LOT AND SAID SOUTH LINE OF MADISON STREET TO THE PLACE OF BEGINNING, IN ST. JOSEPH COUNTY, INDIANA, TOGETHER WITH THE SOUTH 22.75 FEET OF THE VACATED MADISON STREET LYING NORTH AND ADJACENT TO APPROXIMATELY THE EASTERLY ONE-HALF OF THE PARCEL DESCRIBED ABOVE.

Exhibit G

Option to Purchase Agreement

OPTION TO PURCHASE AGREEMENT

THIS EXCLUSIVE OPTION TO PURCHASE AGREEMENT (the "Option Agreement") is made and entered into by and between the South Bend Redevelopment Commission, governing body of the South Bend Department of Redevelopment ("Commission"), and Great Lakes Capital Development, LLC, an Indiana Limited Liability Company, with offices at 7410 Aspect Drive, Suite 100, Granger, IN 46530 (the "Developer") (the Commission and the Developer are each sometimes referred to herein as a "Party" or collectively as the "Parties").

PRELIMINARY STATEMENT

Developer is the owner of certain real estate, as more particularly described in **Exhibit 1** to this Option Agreement (the "Property"). The Parties have entered into a certain Development Agreement dated March 28, 2024, as amended (the "Development Agreement"), relating to the Developer's construction of new housing units, a new hotel, and retail and office space in downtown South Bend and the Commission's contribution to the construction of a parking garage on the Property. The Parties acknowledge and agree that the Project Plan set forth in the Development Agreement is one piece of a greater downtown South Bend plan for development of the Madison Lifestyle District, and if the Developer does not proceed with completing the Project as set forth in the Development Agreement, the Commission, the City, and citizens of the South Bend will suffer significant injury. Therefore, if the Project is not completed, in accordance with the Project Plan set forth in the Development Agreement, the Commission shall be entitled to an exclusive option to purchase the Project Property ("Option"), if certain conditions are present, and, in the event of exercise of said Option, Developer agrees to sell the Property to the Commission, upon the terms and conditions hereinafter set forth. Unless otherwise specified herein, all capitalized terms have the meaning set forth in the Development Agreement.

In consideration of the mutual promises contained in this Option Agreement, the Parties agree to the following:

AGREEMENT

1. **Exclusive Option to Purchase.** The Developer hereby grants the Commission the exclusive Option to purchase the Property, subject to the terms and conditions set forth herein. The Option must be exercised by Commission, if at all, no later than one year after the trigger events set forth in the Development Agreement (the "Option Period"), which shall occur if:
 - a. The conditions set forth in Section 3.2 of the Development Agreement that must be satisfied or waived in writing prior to execution of the Notice of Commence cannot be fulfilled and the Developer elects to terminate the Development Agreement as a result, or
 - b. Developer fails to (1) complete Phase 1 or Phase 2 of the Project by the Mandatory Completion Dates set forth in Section 4.6 of the Development Agreement, or (2) expend the full amount of Private Investment as defined in Section 1.4 of the Development Agreement for the Project by the end of the Mandatory Completion Dates.

As a consideration for this Option, the parties acknowledge that the Commission will pay the Funding Amount and construct the Local Public Improvements as set forth in the Development Agreement (the "Option Payment").

2. Exercise of Option. Commission may exercise the Option by giving notice to the Developer in writing during the Option Period in the manner provided for the giving of notices in Section 10 of this Option Agreement.

3. Purchase Price. In the event of exercise, the Commission shall purchase from Developer and Developer shall sell to the Commission, the Property for the purchase price of One Dollar (\$1.00), as well as any costs typically paid by the seller at closing, including but not limited to taxes, closing costs, and transfer fees (the "Purchase Price").

4. Purchase Agreement and Closing. If the Option is exercised, the Commission and Developer will promptly negotiate the terms of a purchase agreement for the Property, which shall include the Purchase Price and shall specify that the Commission shall accept Property described in Exhibit 1, as-is with all faults. The Commission and its counsel shall be responsible for preparing the initial draft of the purchase agreement, which will be in a form customary for transactions of similar scope and significance to the Parties and, with the exception of the foregoing, will include customary representations, warranties, indemnities, covenants, customary conditions of closing and other customary matters. At closing, Developer shall deliver a warranty deed free and clear of all encumbrances excepting and subject to all legal highways, applicable zoning ordinances, and easements of record and real estate taxes and assessments prorated in accordance with local custom.

5. Recording of Memorandum. The Parties shall concurrently herewith execute, record and place of record a memorandum of this Option Agreement in the office of the County Recorder of St. Joseph County, Indiana.

6. Governing Law and Jurisdiction. This Option Agreement will be governed by Indiana law, without regard to principles of conflicts of law. Any dispute between the Parties shall be heard in any court of competent jurisdiction in St. Joseph County, Indiana.

7. Benefit of the Parties. This Option Agreement is made solely for the benefit of the Parties, and no one else shall acquire or have any right under (or by virtue of) this Option Agreement.

8. Binding Effect and Assignment. This Option Agreement shall be binding upon and inure to the benefit of the Parties and to their respective successors and assigns. The rights and obligations contained in this Option Agreement shall not be assigned by either Party.

9. Amendment. This Option Agreement may only be amended or modified as may be agreed upon in writing by all Parties.

10. Notices. All notices and other communications hereunder shall be in writing and shall be furnished by hand delivery or by registered or certified mail to the Parties at the addresses set forth below. Any such notice shall be duly given upon the date it is delivered to the addresses shown below, addressed as follows:

If to the Commission, to:

South Bend Redevelopment Commission
c/o Department of Community Investment
227 W. Jefferson Blvd., Suite 1400 S.
South Bend, IN 46601
Attn: Executive Director

With a copy to:

City of South Bend Department of Law
227 W. Jefferson Blvd., Suite 1200 S.
South Bend, IN 46601
Attn: Corporation Counsel

If to Developer, to:

Great Lakes Capital Development LLC
7410 Aspect Drive, Suite 100
Granger, IN 46530
Attn: Audra Sieradzki
E-mail: asieradzki@greatlakescapital.com

With a copy to:

Rich Deahl
E-mail: rdeahl@greatlakescapital.com

11. Severability. If any term, provision, covenant or restriction contained in this Option Agreement that is intended to be binding and enforceable is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions contained in this agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. 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.

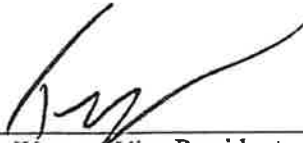
13. Authority. Each undersigned person executing and delivering this Agreement on behalf of a Party represents and certifies that he or she is the duly authorized officer or representative of such Party, that he or she has been fully empowered to execute and deliver this Agreement on behalf of such Party, and that all necessary action to execute and deliver this Agreement has been taken by such Party.

14. Time. Time is of the essence of this Agreement.

15. Entire Agreement. The Parties acknowledge that upon final execution of this Option Agreement, all previous statements, proposals, offers and information and any oral statements or understandings are hereby rendered void, null, and of no legal consequence in connection with the subject matter hereof and that this Option Agreement represents an expression of the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements or understandings of any kind between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT
COMMISSION



Troy Warner, Vice President

ATTEST:



Vivian Sallie, Secretary

Great Lakes Capital Development LLC



Bradley J. Toothaker, Manager

EXHIBIT 1

Description of Property

For APN/Parcel ID(s): 71-08-12-103-002.000-026, 71-08-01-358-008.000-026, 71-08-01-358-007.000-026,

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71-08-01-355-006.000-026, 71-08-01-355-005.000-026, 71-08-01-355-004.000-026,
71-08-01-355-003.000-026, 71-08-01-355-002.000-026, 71-08-01-359-001.000-026,
71-08-01-359-005.000-026 and 71-08-01-358-005.000-026

PARCEL 1:

LOTS NUMBERED SEVENTY-TWO (72) AND SEVENTY THREE (73) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, AS RECORDED IN PLAT BOOK 1, PAGE 1 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

PARCEL 2 AND 3:

LOTS NUMBERED ONE HUNDRED SEVENTY-ONE (171), ONE HUNDRED SEVENTY-TWO (172) AND THE SOUTH FORTY-ONE (41) FEET OF LOT NUMBERED ONE HUNDRED SEVENTY (170), TOGETHER WITH THE VACATED ALLEY LYING BETWEEN LOTS NUMBERED ONE HUNDRED SEVENTY-ONE (171) AND ONE HUNDRED SEVENTY-TWO (172) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA.

PARCEL 4, 5, 6 AND 14:

LOTS NUMBERED ONE HUNDRED SEVENTY-FIVE (175) AND ONE HUNDRED SEVENTY-SIX (176) AS SHOWN ON THE RECORDED ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, RECORDED MARCH 28, 1831 IN PLAT BOOK 1, PAGE 1 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

PARCEL 7:

LOT NUMBERED ONE HUNDRED SIXTY-TWO (162) AS SHOWN ON THE RECORDED ORIGINAL PLAT OF THE TOWN, OF SOUTH BEND IN PLAT BOOK 1, PAGE 1, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA. ALSO THE EAST HALF OF THE VACATED ALLEY ADJOINING SAID LOT ON THE WEST.

PARCEL 8:

LOT NUMBERED 161 AS SHOWN ON THE RECORDED ORIGINAL PLAT OF TOWN, NOW CITY OF SOUTH BEND, IN ST. JOSEPH COUNTY, INDIANA.

PARCEL 9:

LOT NUMBERED ONE HUNDRED SIXTY (160) AS SHOWN ON THE RECORDED PLAT OF THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, RECORDED MARCH 28, 1831 IN PLAT BOOK 1, PAGE 1, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA. ALSO THE SOUTH 1/2 OF A VACATED ALLEY ADJOINING THE NORTH SIDE OF SAID LOT AND THE EAST 1/2 OF A VACATED ALLEY ADJOINING THE WEST SIDE OF SAID LOT.

PARCEL 10:

TRACT 1:

LOT NUMBERED ONE HUNDRED FIFTY-NINE (159) AND THE SOUTH HALF OF LOT NUMBERED ONE

HUNDRED FIFTY-EIGHT (158) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND.

TRACT 2:

LOT NUMBERED ONE HUNDRED SIXTY-FIVE (165) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, EXCEPTING THEREFROM: A TRACT OF LAND TAKEN OFF OF AND FROM THE WEST END OF LOT NUMBERED 165 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BE INNING AT THE NORTHWEST CORNER OF SAID LOT 165; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 165 A DISTANCE OF 34.95 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 328.10 FEET A DISTANCE OF 71.20 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 165 AND 8.52 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 155; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 165 A DISTANCE OF 8.52 FEET TO THE WEST LINE OF SAID LOT 165; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 165. A DISTANCE OF 66.00 FEET TO THE PLACE OF BEGINNING. ALL IN THE SOUTHWEST QUARTER, SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, PORTAGE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA.

TRACT 3:

A TRACT OF LAND LOCATED WITHIN LOT NUMBERED ONE HUNDRED SIXTY-SIX (166) AND ONE HUNDRED SIXTY-SEVEN (167) AS SHOWN ON THE ORIGINAL PLAT OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 166; THENCE WEST ALONG THE SOUTH LINE OF LOT 166 A DISTANCE OF 122 FEET; THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF SAID LOT 166 AND 69 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 166, A DISTANCE OF 84.5 FEET MORE OR LESS; THENCE FURTHER NORTHEASTERLY TO A POINT ON THE EAST LINE OF SAID LOT 167 AND 58 FEET NORTH OF THE

SOUTHEAST CORNER OF SAID LOT 167, A DISTANCE OF 90 FEET MORE OR LESS; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 167 A DISTANCE OF 58 FEET TO THE SOUTHEAST CORNER OF LOT 167; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF LOT 166, A DISTANCE OF 66 FEET TO THE SOUTHEAST CORNER OF LOT 166 AND THE POINT OF BEGINNING.

TRACT 4:

A TRACT OF LAND LOCATED WITHIN LOTS NUMBERED ONE HUNDRED FIFTY-SEVEN (157) AND ONE HUNDRED FIFTY-EIGHT (158) AS SHOWN ON THE ORIGINAL PLAT OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL OF THE NORTH HALF OF LOT 158 EXCEPT A TRIANGULAR TRACT BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 158; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 158 A DISTANCE OF 33 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID LOT 158; THENCE NORTHWESTERLY TO THE NORTH LINE OF SAID LOT 158 AND 28 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 158, A DISTANCE OF 43 FEET, MORE OR LESS; THENCE EAST ALONG THE NORTH LINE A DISTANCE OF 28 FEET TO THE POINT OF BEGINNING; ALSO, A CONTIGUOUS PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 157; THENCE NORTHEASTERLY TO A POINT 40.5 FEET EAST AND 30.0 FEET NORTH OF SAID SOUTHWEST CORNER OF LOT 157, A DISTANCE OF 50 FEET MORE OR LESS; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF LOT 157; A DISTANCE OF 50.0 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT 157 AND 28 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 157; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 157 A DISTANCE OF 137 FEET TO THE SOUTHWEST CORNER OF SAID LOT 157 AND THE POINT OF BEGINNING.

ALSO THAT PART OF THE VACATED ALLEYS ADJOINING THE ABOVE LOTS AS SET OUT IN DOCUMENT RECORDED NOVEMBER 30, 1982, AS INSTRUMENT NUMBER 8218209, DOCUMENT RECORDED NOVEMBER 9, 2012 RECORDED AS INSTRUMENT NUMBER 1236057 AND DOCUMENT RECORDED

MARCH 28, 2013 AS INSTRUMENT NUMBER 1309138, ALL IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

PARCEL 11:

LOTS NUMBERED ONE HUNDRED SIXTY-THREE (163) AND ONE HUNDRED SIXTY-FOUR (164), AS SHOWN ON THE RECORDED PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA. ALSO THE WEST HALF OF THE VACATED ALLEY ADJOINING ON THE EAST SIDE OF SAID LOTS, ALL IN ST. JOSEPH COUNTY, INDIANA.

PARCEL 12:

PART OF LOT NUMBERED ONE-HUNDRED FIFTEEN (115) OF THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, DESCRIBED AS FOLLOWS BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 115, THENCE SOUTH ON THE WEST LINE OF SAID LOT, 56 FEET, THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT, 100 FEET, THENCE NORTH, PARALLEL WITH THE WEST LINE OF SAID LOT, 56 FEET TO THE NORTH TINE OF SAID LOT THENCE WEST ON THE NORTH LINE OF SAID LOT, 100 FEET TO THE PLACE OF BEGINNING, ST. JOSEPH COUNTY, INDIANA.

PARCEL 13:

PART OF LOT NUMBERED ONE HUNDRED FIFTEEN (115) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, DESCRIBED AS BEGINNING ON THE NORTH LINE OF SAID LOT, 100 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT; THENCE RUNNING SOUTH 56 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT TO THE RIVER'S EDGE OF THE ST. JOSEPH RIVER; THENCE ANGLING NORTHEASTERLY WITH THE RIVER'S EDGE TO THE SOUTH LINE OF MADISON STREET, WHERE IT JOINS THE RIVER'S EDGE; THENCE WEST ON THE NORTH LINE OF SAID LOT AND SAID SOUTH LINE OF MADISON STREET TO THE PLACE OF BEGINNING, IN ST. JOSEPH COUNTY, INDIANA, TOGETHER WITH THE SOUTH 22.75 FEET OF THE VACATED MADISON STREET LYING NORTH AND ADJACENT TO APPROXIMATELY THE EASTERLY ONE-HALF OF THE PARCEL DESCRIBED ABOVE.

Exhibit H

Memorandum of Option Agreement

MEMORANDUM OF OPTION AGREEMENT

This Memorandum of Option Agreement (this "Memorandum") is entered into as of the 22nd day of August, 2024 (the "Effective Date"), by and between South Bend Redevelopment Commission, governing body of the Department of Redevelopment of the City of South Bend, Indiana (the "Commission"), and Great Lakes Capital Development, LLC, an Indiana Limited Liability Company, with offices at 7410 Aspect Drive, Suite 100, Granger, IN 46530 (the "Developer") (the Commission and the Developer are each sometimes referred to herein as a "Party" or collectively as the "Parties").

WITNESSETH

WHEREAS, the Developer is the owner of that certain real estate situated in the City of South Bend, County of St. Joseph and State of Indiana, comprising 14 parcels which are more particularly described on Exhibit 1, attached hereto and made a part hereof as if fully rewritten herein (the "Property"); and

WHEREAS, as of the date hereof, the Commission and the Developer entered into an Option Agreement (the "Agreement") whereby the Developer granted the Commission an exclusive option (the "Option") to purchase the Property (the "Option Property") upon terms and conditions more particularly set forth in the Agreement, and pursuant to the terms of a certain Development Agreement between the Parties dated March 28, 2024, as amended (the "Development Agreement"); and

WHEREAS, the parties are desirous of placing their interests therein as a matter of record.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the parties intending to be legally bound thereby, the parties hereto hereby agree as follows:

1. The term of the Option commenced upon the Effective Date and shall continue until the Developer completes Phase 1 and Phase 2 of the Project by the Mandatory Completion Dates set forth in Section 4.6 of the Development Agreement and expends the full amount of Private Investment as defined in Section 1.4 of the Development Agreement for the Project by the end of the Mandatory Completion Dates, which must be evidenced by a Certificate of Completion, unless earlier terminated pursuant to terms set forth in the Agreement.
2. This Memorandum may be executed in any number of counterparts, each of which counterpart, when so executed and delivered, shall be an original, but all such counterparts when taken together shall constitute but one and the same Memorandum.

3. The recitals set forth above are true and correct and are hereby incorporated herein by reference.

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

SOUTH BEND REDEVELOPMENT COMMISSION

By: Troy Warner
Troy Warner, President

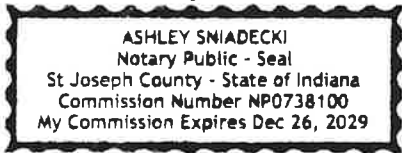
ATTEST:

By: Vivian G. Sallie
Vivian G. Sallie, Secretary

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

Before me, the undersigned, a Notary Public in and for said State, personally appeared Troy Warner and Vivian Sallie, known by me to be President and Secretary, respectively, of the Commission in the foregoing Memorandum, and who, in such capacity, acknowledged the execution of the same, being authorized so to do.

WITNESS my hand and Notarial Seal this 22nd day of August, 2024.



Ashley Sniadecki
Ashley Sniadecki, Notary Public
Residing in st. Joseph County, IN

My Commission Expires: Dec. 26, 2029

GREAT LAKES CAPITAL DEVELOPMENT LLC



Bradley J. Toothaker, Managing Member

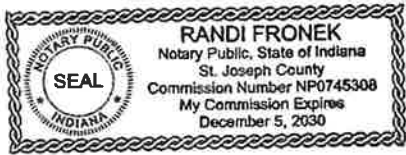
STATE OF INDIANA)
) SS:
COUNTY OF ST. JOSEPH)

Before me, the undersigned, a Notary Public in and for said State, personally appeared Bradley J. Toothaker, to me known to be the Managing Member of the Developer in the above Memorandum of Option and acknowledged the execution of the same as his free and voluntary act and deed.

WITNESS my hand and Notarial Seal this 7th day of August, 2024.

Randi Fronek
Randi Fronek, Notary Public
Residing in St. Joseph County, IN

My Commission Expires: 12/05/30



This instrument was prepared by Danielle Campbell Weiss, Senior Assistant City Attorney, City of South Bend, Indiana, 227 W. Jefferson Boulevard, 1200S, South Bend, Indiana 46601.

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

EXHIBIT 1

Description of Property

For APN/Parcel ID(s): 71-08-12-103-002.000-026, 71-08-01-358-008.000-026, 71-08-01-358-007.000-026,

71-08-01-358-003.000-026, 71-08-01-358-002.000-026, 71-08-01-358-001.000-026,
71-08-01-355-006.000-026, 71-08-01-355-005.000-026, 71-08-01-355-004.000-026,
71-08-01-355-003.000-026, 71-08-01-355-002.000-026, 71-08-01-359-001.000-026,
71-08-01-359-005.000-026 and 71-08-01-358-005.000-026

PARCEL 1:

LOTS NUMBERED SEVENTY-TWO (72) AND SEVENTY THREE (73) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, AS RECORDED IN PLAT BOOK 1, PAGE 1 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

PARCEL 2 AND 3:

LOTS NUMBERED ONE HUNDRED SEVENTY-ONE (171), ONE HUNDRED SEVENTY-TWO (172) AND THE SOUTH FORTY-ONE (41) FEET OF LOT NUMBERED ONE HUNDRED SEVENTY (170), TOGETHER WITH THE VACATED ALLEY LYING BETWEEN LOTS NUMBERED ONE HUNDRED SEVENTY-ONE (171) AND ONE HUNDRED SEVENTY-TWO (172) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA.

PARCEL 4, 5, 6 AND 14:

LOTS NUMBERED ONE HUNDRED SEVENTY-FIVE (175) AND ONE HUNDRED SEVENTY-SIX (176) AS SHOWN ON THE RECORDED ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, RECORDED MARCH 28, 1831 IN PLAT BOOK 1, PAGE 1 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

PARCEL 7:

LOT NUMBERED ONE HUNDRED SIXTY-TWO (162) AS SHOWN ON THE RECORDED ORIGINAL PLAT OF THE TOWN, OF SOUTH BEND IN PLAT BOOK 1, PAGE 1, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA. ALSO THE EAST HALF OF THE VACATED ALLEY ADJOINING SAID LOT ON THE WEST.

PARCEL 8:

LOT NUMBERED 161 AS SHOWN ON THE RECORDED ORIGINAL PLAT OF TOWN, NOW CITY OF SOUTH BEND, IN ST. JOSEPH COUNTY, INDIANA.

PARCEL 9:

LOT NUMBERED ONE HUNDRED SIXTY (160) AS SHOWN ON THE RECORDED PLAT OF THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, RECORDED MARCH 28, 1831 IN PLAT BOOK 1, PAGE 1, IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA. ALSO THE SOUTH 1/2 OF A VACATED ALLEY ADJOINING THE NORTH SIDE OF SAID LOT AND THE EAST 1/2 OF A VACATED ALLEY ADJOINING THE WEST SIDE OF SAID LOT.

PARCEL 10:

TRACT 1:

LOT NUMBERED ONE HUNDRED FIFTY-NINE (159) AND THE SOUTH HALF OF LOT NUMBERED ONE

HUNDRED FIFTY-EIGHT (158) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND.

TRACT 2:

LOT NUMBERED ONE HUNDRED SIXTY-FIVE (165) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, EXCEPTING THEREFROM: A TRACT OF LAND TAKEN OFF OF AND FROM THE WEST END OF LOT NUMBERED 165 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BE INNING AT THE NORTHWEST CORNER OF SAID LOT 165; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 165 A DISTANCE OF 34.95 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 328.10 FEET A DISTANCE OF 71.20 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 165 AND 8.52 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 155; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 165 A DISTANCE OF 8.52 FEET TO THE WEST LINE OF SAID LOT 165; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 165. A DISTANCE OF 66.00 FEET TO THE PLACE OF BEGINNING. ALL IN THE SOUTHWEST QUARTER, SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, PORTAGE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA.

TRACT 3:

A TRACT OF LAND LOCATED WITHIN LOT NUMBERED ONE HUNDRED SIXTY-SIX (166) AND ONE HUNDRED SIXTY-SEVEN (167) AS SHOWN ON THE ORIGINAL PLAT OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 166; THENCE WEST ALONG THE SOUTH LINE OF LOT 166 A DISTANCE OF 122 FEET; THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF SAID LOT 166 AND 69 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 166, A DISTANCE OF 84.5 FEET MORE OR LESS; THENCE FURTHER NORTHEASTERLY TO A POINT ON THE EAST LINE OF SAID LOT 167 AND 58 FEET NORTH OF THE

SOUTHEAST CORNER OF SAID LOT 167, A DISTANCE OF 90 FEET MORE OR LESS; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 167 A DISTANCE OF 58 FEET TO THE SOUTHEAST CORNER OF LOT 167; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF LOT 166, A DISTANCE OF 66 FEET TO THE SOUTHEAST CORNER OF LOT 166 AND THE POINT OF BEGINNING.

TRACT 4:

A TRACT OF LAND LOCATED WITHIN LOTS NUMBERED ONE HUNDRED FIFTY-SEVEN (157) AND ONE HUNDRED FIFTY-EIGHT (158) AS SHOWN ON THE ORIGINAL PLAT OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL OF THE NORTH HALF OF LOT 158 EXCEPT A TRIANGULAR TRACT BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 158; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 158 A DISTANCE OF 33 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID LOT 158; THENCE NORTHWESTERLY TO THE NORTH LINE OF SAID LOT 158 AND 28 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 158, A DISTANCE OF 43 FEET, MORE OR LESS; THENCE EAST ALONG THE NORTH LINE A DISTANCE OF 28 FEET TO THE POINT OF BEGINNING; ALSO, A CONTIGUOUS PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 157; THENCE NORTHEASTERLY TO A POINT 40.5 FEET EAST AND 30.0 FEET NORTH OF SAID SOUTHWEST CORNER OF LOT 157, A DISTANCE OF 50 FEET MORE OR LESS; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF LOT 157; A DISTANCE OF 50.0 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT 157 AND 28 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 157; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 157 A DISTANCE OF 137 FEET TO THE SOUTHWEST CORNER OF SAID LOT 157 AND THE POINT OF BEGINNING.

ALSO THAT PART OF THE VACATED ALLEYS ADJOINING THE ABOVE LOTS AS SET OUT IN DOCUMENT RECORDED NOVEMBER 30, 1982, AS INSTRUMENT NUMBER 8218209, DOCUMENT RECORDED NOVEMBER 9, 2012 RECORDED AS INSTRUMENT NUMBER 1236057 AND DOCUMENT RECORDED

MARCH 28, 2013 AS INSTRUMENT NUMBER 1309138, ALL IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA.

PARCEL 11:

LOTS NUMBERED ONE HUNDRED SIXTY-THREE (163) AND ONE HUNDRED SIXTY-FOUR (164), AS SHOWN ON THE RECORDED PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA. ALSO THE WEST HALF OF THE VACATED ALLEY ADJOINING ON THE EAST SIDE OF SAID LOTS, ALL IN ST. JOSEPH COUNTY, INDIANA.

PARCEL 12:

PART OF LOT NUMBERED ONE-HUNDRED FIFTEEN (115) OF THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, DESCRIBED AS FOLLOWS BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 115, THENCE SOUTH ON THE WEST LINE OF SAID LOT, 56 FEET, THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT, 100 FEET, THENCE NORTH, PARALLEL WITH THE WEST LINE OF SAID LOT, 56 FEET TO THE NORTH TINE OF SAID LOT THENCE WEST ON THE NORTH LINE OF SAID LOT, 100 FEET TO THE PLACE OF BEGINNING, ST. JOSEPH COUNTY, INDIANA.

PARCEL 13:

PART OF LOT NUMBERED ONE HUNDRED FIFTEEN (115) AS SHOWN ON THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, DESCRIBED AS BEGINNING ON THE NORTH LINE OF SAID LOT, 100 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT; THENCE RUNNING SOUTH 56 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT TO THE RIVER'S EDGE OF THE ST. JOSEPH RIVER; THENCE ANGLING NORTHEASTERLY WITH THE RIVER'S EDGE TO THE SOUTH LINE OF MADISON STREET, WHERE IT JOINS THE RIVER'S EDGE; THENCE WEST ON THE NORTH LINE OF SAID LOT AND SAID SOUTH LINE OF MADISON STREET TO THE PLACE OF BEGINNING, IN ST. JOSEPH COUNTY, INDIANA, TOGETHER WITH THE SOUTH 22.75 FEET OF THE VACATED MADISON STREET LYING NORTH AND ADJACENT TO APPROXIMATELY THE EASTERLY ONE-HALF OF THE PARCEL DESCRIBED ABOVE.