



Department of
Community Investment

Memorandum

Tuesday, December 08, 2015

TO: RDC members

FROM: Chris Fielding

SUBJECT: Main and Western Lot

In September of 2014, staff presented the negotiated terms of an arrangement to dedicate the vacant lot at Main and Western to the potential new ownership of the One Michiana Square Building. The building has/had fallen into disrepair and the brokerage of the building was challenging without additional parking. As a result of recent efforts the building is now under new local ownership and the new entity is seeking to close on the lease option.

The terms of the agreement are as follows;

Land lease: 15 year initial term for \$1/year, with three (3) five (5) year options to renew

Improvements: OMS will take lot in as-is condition and make all improvements at its own expense (estimated \$60 - \$80,000)

Option: OMS will have option to purchase the lot at any time after Year 15 for \$25,000

“We expect overall private investment and recapitalization efforts to exceed \$7 million on this project, and for most tenants a parking requirement is a prerequisite to their commitment to the building. The subject lot would provide a much-needed solution to this challenge, and we hope will enable OMS to keep rental rates competitive enough to retain current tenants and solicit other tenants. “

Staff is requesting approval of the Lease Option and execution of the enclosed agreement.



PARKING LOT LEASE AND OPTION TO PURCHASE

THIS PARKING LOT LEASE AND OPTION TO PURCHASE (this "Lease") is made the 10th day of December, 2015 (the "Commencement Date"), by and between the South Bend Redevelopment Commission, governing body of the Department of Redevelopment of the City of South Bend, Indiana ("Lessor"), and Wayne Street Associates, LLC, an Indiana limited liability company with its registered office at 4100 Edison Lakes Parkway, Suite 350, Mishawaka, Indiana 46545 ("Lessee") (collectively the "Parties," and each a "Party").

RECITALS

A. Lessor exists and operates pursuant to the Redevelopment of Cities and Towns Act of 1953, as amended, being I.C. 36-7-14 (the "Act").

B. In furtherance of its purposes under the Act, Lessor owns the real property situated in South Bend, Indiana, and described in Exhibit A attached hereto and made a part hereof (the "Premises").

C. Pursuant to the Act, Lessor adopted its Resolution No. 2797 on November 2, 2010, whereby Lessor established the disposition value of the Premises.

D. Pursuant to the Act, Lessor authorized the publication on November 5, 2010, and November 12, 2010, respectively, of a notice of its intent to dispose of the Premises and its desire to receive bids for the Premises on or before December 3, 2010.

E. As of December 3, 2010, Lessor received no bids for the Premises, and, therefore, having satisfied the conditions stated in Section 22 of the Act, desires to lease the Premises to Lessee and grant Lessee an option to purchase the Premises on the terms stated in this Lease.

F. Lessee recently acquired the real property situated at 100 East Wayne Street, South Bend, Indiana 46601, commonly known as One Michiana Square (the "OMS Building") and desires to lease the Premises for vehicular parking by Lessee and the tenants of the OMS Building.

NOW, THEREFORE, in consideration of the mutual obligations and covenants stated in this Lease and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

Section 1. Lease and Use. Lessor hereby leases the Premises to Lessee and Lessee's successors and assigns. Lessee will use the Premises exclusively for the parking of properly licensed passenger motor vehicles, including motorcycles, by Lessee and the tenants and invitees of the OMS Building.

Section 2. Term. The initial term of this Lease will commence on the Commencement Date of this Lease and will terminate fifteen (15) years thereafter. At Lessee's option, Lessee may extend the term of this Lease for no more than three (3) consecutive renewal terms of five (5) years each, subject to any rights of termination herein, provided that Lessee notifies Lessor of its intent to renew within ninety (90) days of the end of the initial term or the end of a renewal term, as the

case may be. As used in this Lease, "Term" means, collectively, the initial term and any renewal terms.

Section 3. Rent. During the Term of this Lease, Lessee will pay to Lessor One Dollar (\$1.00) per year as rent for the Premises. Such annual rent will be due on the Commencement Date and on or before each anniversary thereof during the Term. Lessee may pre-pay the rent for the entire Term at any time, without penalty.

Section 4. Acceptance of Premises As-Is. Lessee agrees to accept the Premises "as-is, where-is" and without any representations or warranties by Lessor as to the condition of the Premises or its fitness for any particular use or purpose. Lessor makes no such representation or warranty as to the condition or fitness of the Premises, and nothing in this Lease will be construed to constitute such a representation or warranty.

Section 5. Title. Lessor hereby covenants that it is the sole owner in fee simple of the Premises, is lawfully seized thereof and has a good right to lease it under the terms and conditions contained herein, that the Premises are free from any and all liens and encumbrances, except for any other matters of record, and that Lessor guarantees the quiet possession thereof by Lessee, its successors and assigns and will warrant and defend Lessee's rights hereunder against all claims.

Section 6. Lessee's Improvements. Lessee will expend no less than Sixty Thousand Dollars (\$60,000.00) during the Term to pay for the costs of improving the Premises to suit Lessee's use of the Premises (the "Lessee's Work"). All of Lessee's Work, including Lessee's construction of any permanent or habitable structure, will comply with the then-applicable Development Plan and design standards for the River West Development Area and all applicable land use and zoning laws, and Lessee will not proceed with Lessee's Work before obtaining written approval of all plans and specifications for Lessee's Work from the head of the City's planning department (the "City Planner"), with such approval not to be unreasonably withheld by the City Planner. To the extent any permits or authorizations are necessary to allow Lessee to undertake any work on the Premises, including without limitation Lessee's Work, Lessee will obtain the same at Lessee's sole cost and expense. Promptly following the completion of Lessee's work, Lessee will submit to Lessor records proving Lessee's expenditures on Lessee's Work. Any improvement, including any element of Lessee's Work, affixed to the Premises during the Term will become the property of Lessor at the end of the Term, unless Lessee exercises its option and acquires title to the Premises in accordance with the terms of this Lease.

Section 7. Option to Purchase. Subject to the limitations contained in this Lease, Lessor hereby grants to Lessee a one-time right and option to purchase the whole of the Premises (the "Option"). Provided that no Event of Default exists on account of Lessee and Lessee is in substantial compliance with the terms of this Lease, Lessee may exercise the Option at any time during the Term of this Lease. If Lessee fails to exercise its Option within such time, the Option will expire and Lessee's right to exercise the Option will be forever extinguished. Lessee will be deemed to have exercised the Option when Lessee delivers to Lessor written notice, given in accordance with Section 17 of this Lease, of Lessee's intent to purchase the Premises from Lessor (the "Option Notice"). Notwithstanding Lessee's exercise of the Option, Lessor's obligation to sell the Premises to Lessee is conditioned upon Lessor determining, in its sole but reasonable discretion, that no Event of Default exists on account of Lessee and Lessee is in substantial

compliance with the terms of this Lease. Within thirty (30) days after receiving Lessee's Option Notice, Lessor will deliver to Lessee written notice of Lessor's determination under the foregoing sentence (the date of which delivery is referred to as the "Determination Date"). After the Determination Date, if Lessor's determination is favorable, the Parties will enter into a separate written agreement for the purchase and sale of the Premises, which shall incorporate the following essential terms: (1) the purchase price to be paid by Lessee for the Premises will be Twenty-Five Thousand Dollars (\$25,000.00); (2) the closing of the purchase and sale will occur within ninety (90) days after the Determination Date, which closing date may be accelerated or extended upon the written agreement of the Parties; (3) at closing, Lessor will deliver to Lessee a limited warranty deed conveying the Premises to Lessee free and clear of all encumbrances, excepting and subject to all real estate taxes and assessments, legal highways, applicable zoning ordinances and land use laws, easements, and any other restrictions of record; (4) except for the cost of an owner's policy of title insurance in the amount of Twenty-Five Thousand Dollars (\$25,000), which Lessor will pay at closing, Lessee will be responsible for paying its own costs and expenses related to its purchase of the Premises from Lessor, including, without limitation, (i) closing costs, (ii) recordation costs, and (iii) costs of obtaining a survey of the Premises and any other reports or investigations; and (5) all Taxes will be paid in accordance with Section 8 of this Lease. Except for any provisions expressly intended to survive, this Lease will terminate upon Lessor's conveyance of the Premises to Lessee at closing. Furthermore, although the Parties intend to enter into a separate purchase and sale agreement memorializing the transaction contemplated in this Section 7, a separate agreement is not required. Rather, the Parties agree that this Section 7 contains all necessary terms for the purchase and sale of real estate, and that, by validly exercising its Option as set forth in this Section 7, Lessee is obligated to purchase, and Lessor is obligated to sell, the Premises pursuant to the terms set forth in this Section 7, regardless of whether a separate purchase agreement is entered into by the Parties.

Section 8. Real Estate Taxes. Lessee will be responsible for the payment of all real property taxes and assessments, of any nature whatsoever (the "Taxes"), which are levied against the Premises for all periods during the Term of this Lease. In the event Lessee purchases the Premises from Lessor in accordance with Section 7 of this Lease, Lessee, and Lessee's successors and assigns, will be liable for any and all real property taxes assessed and levied against the Premises with respect to the year in which the closing takes place and for all subsequent years. Lessor will have no liability for any Taxes associated with the Premises, whether accruing during the Term of this Lease or after the Term of this Lease, and nothing in this Lease will be construed to require the proration or other apportionment of Taxes resulting in Lessor's liability therefor.

Section 9. Maintenance. Lessee will, at Lessee's sole cost and expense, keep the Premises and any improvements thereon (including any improvements placed upon the Premises after the Commencement Date of this Lease, whether arising out of Lessee's Work or otherwise) in a clean, neat, and safe condition, including keeping the Premises free and clear of all snow and ice. Upon expiration or termination of this Lease, Lessee will restore the Premises to the condition that existed on the Commencement Date, including, if Lessor so instructs, the removal of any fixtures, improvements, or striping from the Premises.

Section 10. Insurance. Lessee agrees to maintain, at Lessee's sole expense, a policy (or policies) of insurance insuring against any and all claims for bodily injury, death, or property damage arising out of the use of the Premises by Lessee and Lessee's invitees or licensees, in an

amount not less than Five Million Dollars (\$5,000,000.00) per occurrence. The Company agrees to include Lessor as an additional insured on any such policy and produce to Lessor a certificate of insurance evidencing the same. To the extent that Lessor is harmed as a result of Lessee's use of the Premises, Lessee hereby grants Lessor first priority on any proceeds received from Lessee's insurance. Notwithstanding anything in this Lease to the contrary, Lessor does not waive any governmental immunity or liability limitations available to it under Indiana law.

Section 11. Indemnification. Lessee agrees to indemnify, defend, and hold Lessor harmless from and against any and all liability, loss, claims, damages, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys' fees, and for any and all injury to persons or damage to property, that arise from or out of a breach of its covenants and obligations hereunder and/or its negligence or willful acts or omissions, except to the extent caused by the negligent or willful acts or omissions of Lessor or its licensees, suppliers, agents, customers or invitees. Lessor agrees to indemnify, defend, and hold Lessee harmless from and against any and all liability, loss, claims, damages, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys' fees, and for any and all injury to persons or damage to property, that arise from or out of the presence of any hazardous material present on the Premises, unless introduced or released by Lessee or its agents, tenants or invitees, and that arise from or out of a breach of its covenants and obligations hereunder and/or its negligence or willful acts or omissions. The rights and obligations set forth in this Section 11 shall survive the termination of this Lease.

Section 12. Default. If a Party defaults in or otherwise fails to perform any of its obligations set forth in this Lease, and fails to cure any such default or failure within thirty (30) days after receipt of written notice from the other Party, then the non-defaulting Party may, at its option, cure such default at its expense and collect from Lessor the reasonable costs incurred in curing such default including reasonable attorney's fees, terminate the Lease, or pursue any other available remedies at law or in equity. Any reimbursement for curing a default of the other party will be due and payable thirty (30) days after the written demand of the curing party, which demand will include paid invoices or other evidence of payment or expense. Notwithstanding the foregoing, if the default is of such a nature that it cannot reasonably be cured within thirty (30) days, then, so long as the defaulting party commences the cure within said thirty (30) day period, and thereafter diligently pursues the cure to completion, the cure period will be extended for such periods as may be reasonable under the circumstances, not to exceed ninety (90) days. Any default not cured within the time periods set forth above will be referred to herein as an "Event of Default."

Section 13. Eminent Domain

Section 13.1. Termination of Lease. Lessor and Lessee agree that, in the event of a Taking (as defined below) such that Lessee reasonably determines that the Premises cannot continue to be operated, at reasonable cost, for its then-current use, then this Lease will, at Lessee's sole option, terminate as of the Taking Date (as defined below). "Taking" as defined herein, means a taking during the Term hereof of all or any part of the Premises, or any interest therein or right accruing thereto, as a result of the exercise by any governmental unit of the government of the United States of America or of the State of Indiana, or any other corporation, agency, or authority (but excluding Lessor) having the right of condemnation or eminent domain affecting the Premises or any part thereof. Any such Taking will be deemed to have occurred upon the date (the "Taking Date") that is the

earlier to occur of (a) the date on which the property, right or interest so taken must be surrendered to the condemning authority, or (b) the date title vested in a condemning authority or other party pursuant to any Taking. Lessor and Lessee agree that, in the event of a Taking that results in the termination of the Lease pursuant to this Section 13.1, the Net Condemnation Award (as defined below) will be disbursed as follows: (a) first, to Lessee to reimburse Lessee for any improvements made by Lessee to the Premises; and then (b) the remainder to Lessor.

Section 13.2. Continuation of Lease and Presumption of Restoration. Lessor and Lessee agree that, in the event of a Taking that does not result in the termination of this Lease pursuant to Section 13.1 above, this Lease will continue in effect as to the remainder of the Premises, and the Net Condemnation Award (as defined below) will be disbursed in accordance with Sections 13.3 and 13.5 below, as applicable. The Net Condemnation Award will be used so as to make the Premises as nearly as reasonably possible to the condition existing prior to the Taking, to the reasonable satisfaction of the Lessee, subject to applicable requirements of any Leasehold Mortgages (as defined below). During the Term a decision as to whether or not to restore or rebuild will be made in the sole judgment of Lessee, subject to any applicable requirements of any Leasehold Mortgages. "Net Condemnation Award" as defined herein, means the net amounts owed or paid to the Parties or to which either of the Parties may be or become entitled by reason of any Taking or pursuant to any agreement with any condemning authority which has been made in settlement of any proceeding relating to a Taking, less any reasonable costs and expenses incurred by the Parties in collecting such award or payment. "Leasehold Mortgage" as used herein, means any mortgage, security agreement or collateral assignment encumbering Lessee's interest created hereunder. "Leasehold Mortgagee" as used herein, means the holder, mortgagee, grantee or secured party under any Leasehold Mortgage.

Section 13.3. Temporary Taking. If there will be a temporary Taking with respect to all or any part of the Premises or of Lessee's interest in this Lease, then the Term will not be reduced and Lessee will continue to pay in full all rents and other charges required herein, without reduction or abatement thereof at the times herein specified; provided, however, that Lessee will not be required to perform such obligations that Lessee is prevented from performing by reason of such temporary Taking and that the entire Net Condemnation Award resulting from such Taking will be distributed to Lessee.

Section 13.4. Joinder. If a Leasehold Mortgage or Leasehold Mortgages exist, the Leasehold Mortgagees, to the extent permitted by law, will be made a party to any Taking proceeding.

Section 13.5 Right to Net Condemnation Award. Notwithstanding anything to the contrary hereunder, if, prior to any Taking, Lessee has duly notified Lessor of Lessee's intent to exercise its rights to acquire the Premises pursuant to the terms of this Lease, then a proportionate share of the Net Condemnation Award resulting from such Taking, computed as a function of Lessee's proportional ownership of the Premises (by square footage or an equivalent measure), will belong to Lessee unless Lessee ultimately elects not to acquire the Premises, in which case, the Net Condemnation Award will be distributed pursuant to Sections 13.1 or 13.3, whichever is applicable.

Section 14. Assignment or Sublet. Unless otherwise provided for herein, Lessee may not assign, transfer, or encumber this Lease in whole or in part without the prior written consent of Lessor. Notwithstanding the restriction stated in the foregoing sentence, Lessee may assign its rights under this Lease, with notice to Landlord but without the requirement to obtain Landlord's prior consent, to a purchaser of all of Lessee's ownership interest in the OMS Building. In the event of any assignment of this Lease by Lessee to a permitted assignee, the assigning Lessee will have no further liability for the performance thereafter of the obligations of Lessee hereunder other than those that accrued while it leased and occupied the Premises. In the event Lessor sells or assigns its entire interest or estate in the Premises, Lessor will have no further liability for the performance thereafter of the obligations of Lessor hereunder other than those that accrued while it owned the Premises, provided, however, that this Lease will remain in full force and effect and binding upon the new owner of the Premises.

Section 15. Permitted Mortgages.

Section 15.1. Right to Encumber. Lessee will, upon obtaining Lessor's prior written consent, have the right during the Term to encumber, through a Leasehold Mortgage, all of Lessee's right, title and interest in the Premises subject to the provisions of this Lease.

Section 15.2. Notice to Leasehold Mortgagee. During any period in which a Leasehold Mortgage is in place, Lessor will give any such Leasehold Mortgagee of which Lessor has received notice from Lessee a duplicate copy of all notices of default and other notices that Lessor may give to or serve in writing upon Lessee pursuant to the terms of this Lease. No notice by Lessor to Lessee under this Lease will be effective unless and until a copy of such notice has been provided to each Leasehold Mortgagee of which Lessor has received notice from Lessee. Lessor is deemed to have notice of the Leasehold Mortgagee set forth in Section 17 below.

Section 15.3. Right of Leasehold Mortgagee to Cure. Any Leasehold Mortgagee, at its option at any time within thirty (30) days following the later of (i) the expiration of the right of Lessee to cure any default under this Lease or (ii) such Leasehold Mortgagee's receipt of notice of such default, may pay any amount or do any act or thing required of Lessee by the terms of this Lease. All payments made and all acts performed by a Leasehold Mortgagee during such time will be effective to prevent a termination of the rights of Lessee hereunder to the same extent as if they had been timely performed by Lessee.

Section 15.4. Estoppel Certificates. Lessor and Lessee agree that at any time and from time to time upon not less than fifteen (15) days' prior written notice by the other Party, or upon request from any Leasehold Mortgagee or a permitted assignee or other interested party, Lessor or Lessee will execute, acknowledge and deliver to the other Party or to such Leasehold Mortgagee a statement in writing certifying (a) that this Lease is unmodified and in full force and effect; (b) the date through which the rent has been paid; and (c) that, to the knowledge of the certifier (if such be the case), there is no default, set-off, defense or other claim against Lessor or Lessee, as applicable, other than those, if any, so specified under the provisions of this Lease. It is intended that any such statement may

be relied upon by any persons proposing to acquire the interest of Lessor, Lessee or any Leasehold Mortgagee, as the case may be, in this Lease or by any prospective Leasehold Mortgagee or assignee of any Leasehold Mortgage.

Section 16. Termination. This Lease may be terminated (a) by mutual agreement of the Parties, or (b) as otherwise provided in this Lease. All of the Parties' rights and obligations under this Lease will cease upon termination of this Lease, except for those rights and obligations that survive termination by operation of the express terms of this Lease.

Section 17. Notices. Any notices or other communication given under this Lease will be in writing and will be deemed to have been duly and properly given on the date of service if delivered via hand delivery, or on the first business day following deposit with a nationally recognized overnight courier service (e.g., FedEx), postage prepaid, in any event addressed appropriately as follows:

Lessor: South Bend Redevelopment Commission
County-City Building, Suite 1400 S.
227 W. Jefferson Boulevard
South Bend, IN 46601
Attn: Chris Fielding

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

Lessee: Wayne Street Associates, LLC
4100 Edison Lakes Parkway, Suite 350
Mishawaka, Indiana 46545
Attn: _____

with copies to: _____

Attn: _____

and

Leasehold Mortgagee: _____

Attn: _____

and

Counsel for Leasehold
Mortgagee:

Attn: _____

Any Party or Leasehold Mortgagee may change its address for purposes of this Paragraph by giving the other parties written notice of the new address in the manner set forth above.

Section 18. Right of Inspection. Lessor will have the right to enter upon the Premises at any reasonable time to inspect the Premises.

Section 19. No Waiver. No waiver of any default of any obligation by any Party will be implied from the failure of the other Party to take any action with respect to a default.

Section 20. No Agency. Nothing in this Lease will be deemed or construed by either Party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint ventures or of any other association between the Parties.

Section 21. Recitals and Exhibits. The recitals set forth above and the exhibits attached hereto are hereby incorporated herein.

Section 22. Entire Agreement. This Lease constitutes the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding upon either Party except to the extent the same is incorporated into and set forth by this Lease.

Section 23. Construction. The Section headings in this Lease are included only for convenience, and will not be construed to modify or affect the covenants, terms, or provisions of any Section.

Section 24. Amendment. No amendments, modifications, or revisions will be made to this Lease except in a written instrument signed by authorized representatives of both Lessor and Lessee.

Section 25. Severability. The invalidity or unenforceability of any covenant, condition, term or provision in this Lease will not affect the validity and enforceability of any other covenant, condition, term or provision.

Section 26. Governing Law. The conditions, terms and provisions of this Lease will be governed by and construed in accordance with the laws of the State of Indiana.

Section 27. Venue. In the event any litigation arises out of or is based upon this Lease or the relationship between the Parties created by it, jurisdiction for such litigation will lie solely with the courts of St. Joseph County, Indiana.

Section 28. Counterparts. This Lease may be signed in counterparts, each of which will be deemed an original, but all of which when taken together will constitute one and the same instrument.

Section 29. Authority to Execute Lease. Each person executing this Lease on behalf of Lessor or Lessee represents and warrants that:

- (a) he or she has been authorized to execute and deliver this Lease by the entity for which he or she is signing; and
- (b) this Lease is valid and binding upon such entity, enforceable in accordance with its terms.

Section 30. Memorandum of Lease. The Parties will not record this Lease. The Parties will execute and record in the Office of the Recorder of St. Joseph County, Indiana, a memorandum of this Lease in the form attached hereto as **Exhibit B** (the "Memorandum").

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Lease to be effective as of the Commencement Date.

LESSOR:

SOUTH BEND REDEVELOPMENT
COMMISSION, governing body of the Department
of Redevelopment of the City of South Bend, Indiana

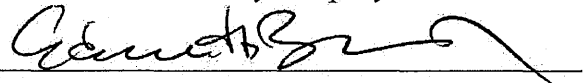
By: _____
Marcia I. Jones, President

ATTEST:

By: _____
Donald E. Inks, Secretary

LESSEE:

WAYNE STREET ASSOCIATES, LLC,
an Indiana limited liability company

By: _____


Printed: Edward F. Bradley

Title: Managing Member

4000.0000075 40914682.004

EXHIBIT A

Description of Premises

Lot Lettered "B" as shown on the recorded Plat of Martins Addition to the City of South Bend First Replat recorded February 19, 2009 as Document Number 0904995 in the Office of the Recorder of St. Joseph County, Indiana.

Commonly known as 410 South Main Street

Parcel Key No. 018-3016-058601

EXHIBIT B

Form of Memorandum

[See attached.]

MEMORANDUM OF PARKING LOT LEASE AND OPTION TO PURCHASE

This Memorandum of Parking Lot Lease and Option to Purchase (this "Memorandum") is dated as of December 10, 2015, by and between the South Bend Redevelopment Commission, governing body of the Department of Redevelopment of the City of South Bend, Indiana ("Lessor"), and Wayne Street Associates, LLC, an Indiana limited liability company ("Lessee"). Lessor and Lessee are each referred to herein as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, as of the date hereof, Lessor and Lessee entered into a Parking Lot Lease and Option to Purchase (the "Lease") for the following real estate situated in the City of South Bend, County of St. Joseph and State of Indiana (the "Premises"):

Lot Lettered "B" as shown on the recorded Plat of Martins Addition to the City of South Bend First Replat recorded February 19, 2009 as Document Number 0904995 in the Office of the Recorder of St. Joseph County, Indiana.

Commonly known as 410 South Main Street

Parcel Key No. 018-3016-058601

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

NOW, THEREFORE, the parties state as follows:

1. The Lease was executed to be effective on and commence on December 10, 2015 (the "Commencement Date"), and the initial term of the Lease shall end fifteen (15) years after the Commencement Date. At Lessee's option, Lessee may extend the term of the Lease for no more than three (3) consecutive renewal terms of five (5) years each, subject to any rights of termination contained in the Lease.

2. Through the Lease, Lessor granted to Lessee a one-time right and option to purchase the whole of the Premises, which option the Lessee may exercise at any time during the Term of the Lease.

3. 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.

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

[Signature pages follow.]

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

LESSOR:

SOUTH BEND REDEVELOPMENT
COMMISSION, governing body of the South Bend
Department of Redevelopment of the City of South
Bend, Indiana

By: _____
Marcia I. Jones, President

ATTEST:

By: _____
Donald E. Inks, Secretary

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

Before me, the undersigned, a Notary Public in and for said State, personally appeared Marcia I. Jones and Donald E. Inks, known by me to be the President and Secretary, respectively, of Lessor in the foregoing Memorandum of Parking Lot Lease and Option to Purchase, and who, in such capacity, acknowledged the execution of the same as Lessor's free and voluntary act and deed.

WITNESS my hand and Notarial Seal this _____ day of _____, 2015.

_____, Notary Public
Residing in _____ County, IN

My Commission Expires: _____

LESSEE:

WAYNE STREET ASSOCIATES, LLC, an Indiana limited liability company

By: Edward F. Bradley

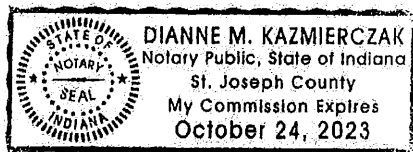
Printed: Edward F. Bradley

Title: Managing Member

STATE OF INDIANA)
) SS:
COUNTY OF INDIANA)

Before me, the undersigned, a Notary Public in and for said State, personally appeared Edward F. Bradley, to me known to be the Managing Member of Lessee in the foregoing Memorandum of Parking Lot Lease and Option to Purchase, and acknowledged the execution of the same as the Lessee's free and voluntary act and deed.

WITNESS my hand and Notarial Seal this 30th day of November, 2015.



Dianne M. Kazmierczak
_____, Notary Public
Residing in _____ County, IN

My Commission Expires: _____

This instrument was prepared by Benjamin J. Dougherty, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., 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. Benjamin J. Dougherty.