



South Bend

Redevelopment Authority

227 West Jefferson Boulevard, Room 1308, South Bend, Indiana

Agenda

Re-Scheduled Meeting, August 8, 2016, 1:00 p.m.

1. Roll Call

2. Approval of Minutes

- A. Approval of Minutes of the Regular Meeting of June 20, 2016.

3. New Business

- A. Resolution No. 200 Approving the Execution of a Second Addendum to Lease between the South Bend Redevelopment Authority and the City of South Bend Redevelopment Commission, The Execution of a First Supplemental Trust Agreement and Regarding Certain other matters.
- B. Second Addendum to the Lease with the South Bend Redevelopment Authority Dated as of February 1, 2015.
- C. First Supplemental Trust Agreement between South Bend Redevelopment Authority and U.S. Bank National Association, as Trustee dated as of August 1, 2016.

4. Next Authority Meeting:

Wednesday, August 17, 2016, 10:30 a.m.

5. Adjournment

NOTICE

FOR HEARING AND SIGHT IMPAIRED PERSONS

Auxiliary Aid or Other Services are Available upon Request at No Charge.

Please Give Reasonable Advance Request when Possible.



**SOUTH BEND REDEVELOPMENT AUTHORITY
REGULAR MEETING**

June 20, 2016
1:00 p.m.

1308 County-City Building
227 West Jefferson Boulevard
South Bend, IN 46601

The meeting was called to order at 1:08 p.m.

1. ROLL CALL

Members Present:	Erin Hanig, Vice President Anthony Fitts, Secretary-Treasurer
Members Absent:	Richard Klee, President
Redevelopment Staff:	Dave Relos, Associate II Mary Brazinsky, Board Secretary
Legal Counsel:	Benjamin Dougherty, Legal Department
Other:	John March, Associate I

2. APPROVAL OF MINUTES

A. Approval of Minutes of the Regular Meeting of April 27, 2016

Upon a motion by Anthony Fitts, Secretary-Treasurer, seconded by Erin Hanig, Vice President the motion carried unanimously, the Authority approved the Minutes of the Regular Meeting of April 27, 2016.

3. NEW BUSINESS

A. Officer's Certificate – Annual Insurance Compliance Certificate to the Trustee Smart Streets

John March presented the Annual Insurance Compliance Certificates. Randy Rompola of Faegre, Baker, Daniels, LLP verified by opinion letter that the City has coverage through its self-insurance program which covers the bond requirements.

Upon a motion by Erin Hanig, Vice President, seconded by Anthony Fitts, Secretary-Treasurer the motion carried unanimously, the Authority approved the Officer's Certificate – Annual Insurance Compliance Certificate to the Trustee Smart Streets.

B. Officer's Certificate – College Football Hall of Fame

John March presented the Annual Insurance Compliance Certificates. Randy Rompola of Faegre, Baker, Daniels, LLP verified by opinion letter that the City has coverage through its self-insurance program which covers the bond requirements.

Upon a motion by Erin Hanig, Vice President, seconded by Anthony Fitts, Secretary-Treasurer the motion carried unanimously, the Authority approved the Officer's Certificate – College Football Hall of Fame.

C. Officer's Certificate – Century Center

John March presented the Annual Insurance Compliance Certificates. Randy Rompola of Faegre, Baker, Daniels, LLP verified by opinion letter that the City has coverage through its self-insurance program which covers the bond requirements.

Upon a motion by Erin Hanig, Vice President, seconded by Anthony Fitts, Secretary-Treasurer the motion carried unanimously, the Authority approved the Officer's Certificate – Century Center.

D. Officer's Certificate – Century Center

John March presented the Annual Insurance Compliance Certificates. Randy Rompola of Faegre, Baker, Daniels, LLP verified by opinion letter that the City has coverage through its self-insurance program which covers the bond requirements.

Upon a motion by Erin Hanig, Vice President, seconded by Anthony Fitts, Secretary-Treasurer the motion carried unanimously, the Authority approved the Officer's Certificate – Century Center.

E. Fifth Addendum to Lease Between the South Bend Redevelopment Authority, as Lessor, and the South Bend Redevelopment Commission, as Lessee (College Football Hall of Fame/Century Center Project).

Mr. Dougherty presented the Fifth Addendum to Lease between the South Bend Redevelopment Authority, as Lessor, and the South Bend Redevelopment Commission, as Lessee (College Football Hall of Fame/Century Center Project). This was approved through the Redevelopment Commission on July 14, 2016. This will change the physical boundary of the lease. The addendum excludes the 30 x 70 foot area from the Hall of Fame Project so it no longer serves as security for

the bond payments. The Commission will be selling the lot to South Bend Chocolate as a whole and the lease will be terminated. In order to do so the bond has to be unencumbered and a clean title can be given.

Upon a motion by Erin Hanig, Vice President, seconded by Anthony Fitts, Secretary-Treasurer the motion carried unanimously, the Authority approved Fifth Addendum to Lease between the South Bend Redevelopment Authority, as Lessor, and the South Bend Redevelopment Commission, as Lessee (College Football Hall of Fame/Century Center Project).

4. ADJOURNMENT

Erin Hanig, Vice President adjourned the meeting at 1:22 p.m.



Aaron Kobb
Economic Resources Team,
Community Investment

Erin Hanig, Vice President
South Bend Redevelopment Authority

RESOLUTION NO. 200

RESOLUTION OF THE SOUTH BEND REDEVELOPMENT AUTHORITY APPROVING THE EXECUTION OF A SECOND ADDENDUM TO LEASE BETWEEN THE SOUTH BEND REDEVELOPMENT AUTHORITY AND THE CITY OF SOUTH BEND REDEVELOPMENT COMMISSION, THE EXECUTION OF A FIRST SUPPLEMENTAL TRUST AGREEMENT AND REGARDING CERTAIN OTHER MATTERS

WHEREAS, the South Bend Redevelopment Authority (the "Authority") has been created pursuant to Indiana Code 36-7-14.5 as a separate body corporate and politic, and as an instrumentality of the City of South Bend, Indiana (the "City"), to finance local public improvements for lease to the South Bend Redevelopment Commission (the "Commission"); and

WHEREAS, the Commission, governing body of the City of South Bend, Indiana, Department of Redevelopment and the Redevelopment District of the City of South Bend, Indiana, exists and operates under the provisions of the Redevelopment of Cities and Towns Act of 1953 which has been codified in Indiana Code 36-7-14 et seq., as amended from time to time; and

WHEREAS, the Commission determined to provide for the construction of certain local public improvements as more particularly described in Exhibit A (the "Original Project"); and

WHEREAS, the Authority and the Commission previously entered into a lease dated as of February 1, 2015, as amended by the Addendum to Lease dated as of April 9, 2015 (collectively, the "Lease") for the lease of the Original Project; and

WHEREAS, the Original Project is financed by the Authority through the issuance of its South Bend Redevelopment Authority Lease Rental Revenue Bonds of 2015 (the "Bonds"); and

WHEREAS, the Authority and the Commission desire to amend the definition of the Project in the Lease to provide for the proceeds of the Bonds to be used for additional local public improvements including, but not limited to additional street improvements to (i) Michigan Street from the St. Joseph River to Angela Boulevard; (ii) Marion Street from roundabout to Riverside Drive and Riverside Drive to Michigan Street; (iii) Riverside Drive from the beginning of curve east of duck pond to Michigan Street; (iv) North St. Joseph Street from Marion Street to Navarre Street; (v) Navarre Street from Michigan Street to Riverside Drive; and (vi) Wayne Street from Michigan Street to beginning of the East Jefferson Boulevard Bridge and curb ramp work, in compliance with the Americans with Disabilities Act of 1990, at such intersections with such streets (collectively, the "Additional Project") and to expand the boundaries of the Original Project to include the Additional Project as more particularly described in Exhibit B; and

WHEREAS, in connection with the financing of a portion of the cost of the Additional Project, there has been prepared a form of proposed Second Addendum to Lease (the

"Second Addendum"), amending the Lease by including the Additional Project as a project authorized to be financed under the Lease; and

WHEREAS, the Commission adopted a resolution at its meeting on July 28, 2016, approving a proposed form of second addendum to lease to amend the Lease to include the Additional Project; and

WHEREAS, the Authority now desires to approve the form of the Second Addendum and authorize its execution and delivery; and

WHEREAS, the Bonds are secured by a Trust Agreement dated as of April 1, 2015 (the "Trust Agreement") by and between the Authority and U.S. Bank National Association, as trustee; and

WHEREAS, there has been prepared a form of proposed First Supplemental Trust Agreement (the "Supplement") providing for the amendment of the Trust Agreement to include the Additional Project within the definition of Project in the Trust Agreement; and

WHEREAS, the Authority now desires to approve the form of the Supplement and authorize its execution and delivery;

NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH BEND REDEVELOPMENT AUTHORITY AS FOLLOWS:

1. The Authority hereby approves the Second Addendum in the form presented at this meeting and as attached hereto as Exhibit C. The President and Secretary-Treasurer are hereby authorized and directed to execute and attest, respectively, the Second Addendum in substantially the form presented at this meeting with such changes in form or substance as the President and Secretary-Treasurer shall approve, such approval to be conclusively evidenced by the execution and attestation thereof. The President and Secretary-Treasurer are further hereby authorized and directed to execute and attest any other documents or instruments necessary to accomplish the modification of the Lease.

2. The Authority hereby approves the Supplement in the form presented at this meeting and as attached hereto as Exhibit D. The President and Secretary-Treasurer are hereby authorized and directed to execute and attest, respectively, the Supplement in substantially the form presented at this meeting with such changes in form or substance as the President and Secretary-Treasurer shall approve, such approval to be conclusively evidenced by the execution and attestation thereof. The President and Secretary-Treasurer are further hereby authorized and directed to execute and attest any other documents or instruments necessary to accomplish the modification of the Trust Agreement.

3. This resolution shall be in full force and effect after its adoption by the Authority.

* * * * *

ADOPTED AND APPROVED at a meeting of the South Bend Redevelopment Authority held on the 8th day of August, 2016.

**SOUTH BEND
REDEVELOPMENT AUTHORITY**

Signature

Printed Name and Title

South Bend Redevelopment Authority

ATTEST:

Signature

Printed Name and Title

South Bend Redevelopment Authority

EXHIBIT A

Original Project

"Original Project" means, collectively, all or any portion of the acquisition, construction and installation of certain local public improvements and any costs related thereto financed by the Authority with the proceeds of the Bonds as part of the City's Smart Streets initiative and Westside Main Streets Revitalization Plan which local public improvements shall consist of all or any portion of the acquisition, construction and installation of the following: pavement, streetscape, and sidewalk improvements, bulb-out installation, street signage and markings, installation of bicycle facilities, road widening, intersection and traffic signal interconnection improvements, utility relocation, utility and sidewalk improvements, and installation of lighting and right-of-way improvements, all of which local public improvements are to be located in or along the rights-of-way for the following streets: (i) Bartlett Street between Lafayette Blvd and Riverside Drive; (ii) Michigan Street between Riverside Drive and Barbie Street; (iii) Main Street between Park Lane and Barbie Street; (iv) St. Joseph Street between LaSalle Avenue and Western Avenue; (v) Lafayette Blvd between Park Lane and Indiana Avenue; (vi) Western Avenue between Michigan Street and Mayflower Road; (vii) Lincolnway West between West LaSalle Avenue and the City limits (Woodland Avenue); (viii) Marion and Madison Streets between Michigan Street and Lincolnway West; and (ix) any cross streets related to the foregoing stretches; all of which and the Authority's interest therein are as described at Exhibit B of the Lease.

EXHIBIT B

Additional Project

"Additional Project" means, collectively, all or any portion of the acquisition, construction and installation of certain local public improvements and any costs related thereto financed by the Authority with the proceeds of the Bonds as part of the City's Smart Streets initiative and Westside Main Streets Revitalization Plan which local public improvements shall consist of all or any portion of the acquisition, construction and installation of the following: pavement, streetscape, and sidewalk improvements, bulb-out installation, street signage and markings, installation of bicycle facilities, road widening, intersection and traffic signal interconnection improvements, utility relocation, utility and sidewalk improvements, and installation of lighting and right-of-way improvements, all of which local public improvements are to be located in or along the rights-of-way for (i) Michigan Street between St. Joseph River to Angela Boulevard; (ii) Marion Street from roundabout to Riverside Drive and Riverside Drive to Michigan Street; (iii) Riverside Drive from the beginning of curve east of duck pond to Michigan Street; (iv) North St. Joseph Street from Marion Street to Navarre Street; (v) Navarre Street from Michigan Street to Riverside Drive; and (vi) Wayne Street from Michigan Street to beginning of the East Jefferson Boulevard Bridge and any cross streets related to the foregoing stretches; all of which and the Authority's interest therein as described as:

MICHIGAN STREET RIGHT-OF-WAY FROM THE ST. JOSEPH RIVER TO ANGELA BOULEVARD – SMART STREET LEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 2 EAST, PORTAGE TOWNSHIP, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA WHICH IS DESCRIBED AS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MICHIGAN STREET WITH THE NORTHERLY LINE OF THE ST. JOSEPH RIVER; THENCE NORTH (ALL BEARINGS ASSUMED) ALONG SAID WEST LINE A DISTANCE OF 685 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT # 80 OF THE PLAT OF "NAVARRE PLACE 1ST ADDITION" AS RECORDED IN THE RECORDS OF THE ST. JOSEPH COUNTY, INDIANA RECORDER'S OFFICE; THENCE CONTINUING IN A NORTHERLY DIRECTION A DISTANCE OF 140 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF LOT # 334 OF SAID PLAT; THENCE ALONG SAID EAST LINE A DISTANCE 60 FEET MORE OR LESS; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT # 334 AND LOT # 335 A DISTANCE OF 60 FEET MORE OR LESS TO THE EASTERLY LINE OF LOT # 336 IN SAID PLAT; THENCE IN A NORTHEASTERLY DIRECTION A DISTANCE OF 30 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT, THENCE CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF MICHIGAN STREET, NORTH A DISTANCE OF 500 FEET MORE OR LESS TO THE NORTH LINE OF A VACATED PORTION OF PEASHWAY STREET; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 2 FEET MORE OR LESS TO THE EAST

LINE OF THE WEST 9 FEET OF LOT # 14 OF THE PLAT OF "LEEPERS 2ND ADDITION" AS RECORDED IN THE RECORDS OF SAID RECORDER'S OFFICE SAID LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE NORTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF ANGELA BOULEVARD; THENCE EAST ALONG THE EASTERLY EXTENSION OF SAID ANGELA BOULEVARD A DISTANCE OF 102 FEET MORE OR LESS; THENCE SOUTH A DISTANCE OF 60 FEET MORE OR LESS TO THE NORTHWEST CORNER OF LOT # 1 IN THE PLAT OF "LEEPERS 1ST ADDITION" AS RECORDED IN THE RECORDS OF SAID RECORDER'S OFFICE, SAID LINE ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF ANGELA BOULEVARD WITH THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 798 FEET MORE OR LESS; THENCE WEST 14 FEET MORE OR LESS; THENCE SOUTH A DISTANCE OF 410 FEET MORE OR LESS TO THE SOUTH RIGHT-OF-WAY LINE OF A OLD PENN CENTRAL ABANDONED RAILROAD SPUR; THENCE SOUTHEASTERLY ALONG SAID ABANDONED RAILROAD SPUR A DISTANCE OF 140 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT # 11 IN SAID PLAT OF "NAVARRE PLACE 1ST ADDITION"; THENCE WEST ALONG THE NORTH LINE OF SAID LOT A DISTANCE OF 55.5 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 685 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF THE ST. JOSEPH RIVER; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 80 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 3.98 ACRES MORE OR LESS.

MARION STREET- FROM ROUNDABOUT TO RIVERSIDE DRIVE, RIVERSIDE DRIVE TO MICHIGAN STREET (LEEPER PARK EAST AREA) - SMART STREET LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MARION STREET WITH THE WEST RIGHT-OF-WAY LINE OF NORTH ST. JOSEPH STREET; THENCE EAST ALONG THE EXPENDED NORTH RIGHT-OF-WAY LINE OF MARION STREET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID NORTH ST. JOSEPH STREET; THENCE CONTINUING EAST AND NORTHEASTERLY ALONG THE NORTH LINE OF SAID MARION STREET A DISTANCE OF 266.60 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE CONTINUING IN A NORTHEASTERLY DIRECTION ALONG SAID WESTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF NAVARRE STREET; THENCE NORTH 82.5 FEET MORE OR LESS TO A POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF NAVARRE STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE CONTINUING IN A

NORTHWESTERLY DIRECTION ALONG SAID WESTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF BARTLETT STREET; THENCE NORTH 66 FEET MORE OR LESS TO THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF BARTLETT STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE CONTINUING IN A NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID RIVERSIDE DRIVE TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE ALONG SAID EAST LINE EXTENDED NORTH 35 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE; THENCE IN AN EASTERLY AND SOUTHEASTERLY DIRECTION ALONG THE NORTH AND EAST LINE OF SAID RIVERSIDE DRIVE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF BARTLETT STREET EXTENDED EAST; THENCE EAST ALONG THE NORTHRIGHT-OF-WAY LINE OF BARTLETT STREET 30 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE; THENCE ALONG THE EAST AND SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MARION STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE NEXT THREE COURSES, WEST 349 FEET MORE OR LESS AND SOUTH 15 FEET MORE OR LESS AND WEST 41.25 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF A VACATED PORTION OF NORTH ST. JOSEPH STREET; THENCE NORTH ALONG THE EXTENDED WEST RIGHT-OF-WAY LINE OF SAID VACATED PORTION OF NORTH ST. JOSEPH STREET 82.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

RIVERSIDE DRIVE FROM THE BEGINNING OF CURVE EAST OF DUCK POND TO MICHIGAN STREET (LEEPER PARK WEST AREA) - SMART STREET LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MICHIGAN STREET WITH THE SOUTH RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE IN A NORTHWESTERLY AND SOUTHWESTERLY DIRECTION TO A POINT WHICH IS 520 FEET MORE OR LESS WEST OF THE WEST RIGHT-OF-WAY LINE OF SAID MICHIGAN STREET; THENCE NORTH 35 FEET MORE OR LESS TO THE NORTH RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE IN A NORTHEASTERLY AND SOUTHEASTERLY DIRECTION TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID MICHIGAN STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY EXTENDED SOUTH TO THE POINT OF BEGINNING.

NORTH ST. JOSEPH STREET FROM MARION STREET TO NAVARRE STREET - SMART STREET LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MARION STREET WITH THE WEST RIGHT-OF-WAY LINE OF NORTH ST. JOSEPH

STREET; THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH ST. JOSEPH STREET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF NAVARRE STREET; THENCE ALONG SAID SOUTH LINE EXTENDED EAST TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID NORTH ST. JOSEPH STREET; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID MARION STREET; THENCE ALONG SAID NORTH LINE EXTENDED WEST TO POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID NORTH ST. JOSEPH STREET AND THE POINT OF BEGINNING.

NAVARRE STREET FROM MICHIGAN STREET TO RIVERSIDE DRIVE - SMART STREET LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NAVARRE STREET WHICH IS 185 FEET MORE OR LESS EAST OF THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF NAVARRE STREET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE ALONG SAID WEST LINE EXTENDED SOUTH 82.5 FEET MORE OF LESS TO THE SOUTH RIGHT-OF-WAY LINE OF SAID NAVARRE STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT WHICH IS 185 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE NORTH 82.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

WAYNE STREET FROM MICHIGAN STREET TO BEGINNING OF THE EAST JEFFERSON BOULEVARD BRIDGE - SMART STREET LEGAL DESCRIPTION

BEGINNING AT A POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF ST. JOSEPH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF WAYNE STREET; THENCE ALONG SAID NORTH LINE IN A NORTHEASTERLY DIRECTION TO A POINT OF INTERSECTION WITH THE WEST EDGE OF THE EAST JEFFERSON BOULEVARD BRIDGE; THENCE SOUTH ALONG SAID WEST BRIDGE EDGE 82.5 FEET MORE OR LESS TO THE SOUTH RIGHT-OF-WAY LINE OF SAID WAYNE STREET; THENCE SOUTHWESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID WAYNE STREET WHICH IS A 82.5 FOOT WIDE RIGHT-OF-WAY TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID ST. JOSEPH STREET; THENCE ALONG SAID EAST LINE EXTENDED NORTHEASTERLY 82.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXHIBIT C

(Second Addendum to Lease)

SECOND ADDENDUM TO LEASE
between the South Bend Redevelopment Authority, as Lessor,
and the South Bend Redevelopment Commission, as Lessee

THIS SECOND ADDENDUM TO LEASE (the "Second Addendum"), made and entered into as of this ____ day of August, 2016, by and between the South Bend Redevelopment Authority, a body corporate and politic organized and existing under Indiana Code 36-7-14.5 (hereinafter with its successors and assigns referred to as the "Authority"), and the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment and the Redevelopment District of the City of South Bend, Indiana (hereinafter called the "Lessee"),

WITNESSETH:

WHEREAS, the Authority and the Lessee have entered into a Lease dated as of February 1, 2015 (collectively, the "Lease"), as amended by an Addendum to Lease, dated as of April 9, 2015 (the "Addendum to Lease" and collectively with the Lease, the "Lease"); and

WHEREAS, the Authority and Lessee now desire to amend the Lease in accordance with the terms and conditions set forth in this Second Addendum;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Lease, as amended, and modified hereby, it is hereby mutually agreed that the Lease is hereby ratified and confirmed and is hereby amended as follows:

1. The following definition contained in Section 1 of the Lease is amended to read as follows:

“Project” means, collectively, all or any portion of the acquisition, construction and installation of certain local public improvements and any costs related thereto financed by the Authority with the proceeds of the Bonds as part of the City’s Smart Streets initiative and Westside Main Streets Revitalization Plan which local public improvements shall consist of all or any portion of the acquisition, construction and installation of the following: pavement, streetscape, and sidewalk improvements, bulb-out installation, street signage and markings, installation of bicycle facilities, road widening, intersection and traffic signal interconnection improvements, utility relocation, utility and sidewalk improvements, and installation of lighting and right-of-way improvements, all of which local public improvements are to be located in or along the rights-of-way for the following streets: (i) Bartlett Street between Lafayette Blvd and Riverside Drive; (ii) Michigan Street between Riverside Drive and Barbie Street; (iii) Main Street between Park Lane and Barbie Street; (iv) St. Joseph Street between LaSalle Avenue and Western Avenue; (v) Lafayette Blvd between Park Lane and Indiana Avenue; (vi) Western Avenue between Michigan Street and Mayflower Road; (vii) Lincolnway West between West LaSalle Avenue and the City limits (Woodland Avenue); (viii) Marion and Madison Streets between Michigan Street and Lincolnway West; (ix) Michigan Street between the St. Joseph River to Angela Boulevard; (x) Marion Street from roundabout to Riverside Drive and Riverside Drive to Michigan Street; (xi) Riverside Drive from the beginning of curve east of duck pond to Michigan Street; (xii) North St. Joseph Street from Marion Street to Navarre Street; (xiii) Navarre Street from Michigan Street to Riverside Drive; (xiv) Wayne Street from Michigan Street to beginning of the East Jefferson Boulevard Bridge; and (xv) any cross streets related to the foregoing stretches; all of which and the Authority’s interest therein are as described at Exhibit B.

2. The following legal descriptions are added to Exhibit B to the Lease:

EXHIBIT B
PROJECT DESCRIPTION
AND
REAL ESTATE DESCRIPTION

MICHIGAN STREET RIGHT-OF-WAY FROM THE ST. JOSEPH RIVER TO ANGELA BOULEVARD – SMART STREET LEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 2 EAST, PORTAGE TOWNSHIP, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA WHICH IS DESCRIBED AS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MICHIGAN STREET WITH THE NORTHERLY LINE OF THE ST. JOSEPH RIVER; THENCE NORTH (ALL BEARINGS ASSUMED) ALONG SAID WEST LINE A DISTANCE OF 685 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT # 80 OF THE PLAT OF "NAVARRE PLACE 1ST ADDITION" AS RECORDED IN THE RECORDS OF THE ST. JOSEPH COUNTY, INDIANA RECORDER'S OFFICE; THENCE CONTINUING IN A NORTHERLY DIRECTION A DISTANCE OF 140 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF LOT # 334 OF SAID PLAT; THENCE ALONG SAID EAST LINE A DISTANCE 60 FEET MORE OR LESS; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT # 334 AND LOT # 335 A DISTANCE OF 60 FEET MORE OR LESS TO THE EASTERLY LINE OF LOT # 336 IN SAID PLAT; THENCE IN A NORTHEASTERLY DIRECTION A DISTANCE OF 30 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT, THENCE CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF MICHIGAN STREET, NORTH A DISTANCE OF 500 FEET MORE OR LESS TO THE NORTH LINE OF A VACATED PORTION OF PEASHWAY STREET; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 2 FEET MORE OR LESS TO THE EAST LINE OF THE WEST 9 FEET OF LOT # 14 OF THE PLAT OF "LEEPERS 2ND ADDITION" AS RECORDED IN THE RECORDS OF SAID RECORDER'S OFFICE SAID LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE NORTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF ANGELA BOULEVARD; THENCE EAST ALONG THE EASTERLY EXTENSION OF SAID ANGELA BOULEVARD A DISTANCE OF 102 FEET MORE OR LESS; THENCE SOUTH A DISTANCE OF 60 FEET MORE OR LESS TO THE NORTHWEST CORNER OF LOT # 1 IN THE PLAT OF "LEEPERS 1ST ADDITION" AS RECORDED IN THE RECORDS OF SAID RECORDER'S OFFICE, SAID LINE ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF ANGELA BOULEVARD WITH THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 798 FEET MORE OR LESS; THENCE WEST 14 FEET MORE OR LESS; THENCE SOUTH A DISTANCE OF 410 FEET MORE OR LESS TO THE SOUTH RIGHT-OF-WAY LINE OF A OLD PENN CENTRAL ABANDONED RAILROAD SPUR; THENCE SOUTHEASTERLY ALONG SAID ABANDONED RAILROAD SPUR A DISTANCE OF 140 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT # 11 IN SAID PLAT OF "NAVARRE PLACE 1ST ADDITION"; THENCE WEST ALONG THE NORTH LINE OF SAID LOT A DISTANCE OF 55.5 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET;

THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 685 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF THE ST. JOSEPH RIVER; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 80 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 3.98 ACRES MORE OR LESS.

MARION STREET- FROM ROUNDABOUT TO RIVERSIDE DRIVE, RIVERSIDE DRIVE TO MICHIGAN STREET (LEEPER PARK EAST AREA) - SMART STREET LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MARION STREET WITH THE WEST RIGHT-OF-WAY LINE OF NORTH ST. JOSEPH STREET; THENCE EAST ALONG THE EXPENDED NORTH RIGHT-OF-WAY LINE OF MARION STREET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID NORTH ST. JOSEPH STREET; THENCE CONTINUING EAST AND NORTHEASTERLY ALONG THE NORTH LINE OF SAID MARION STREET A DISTANCE OF 266.60 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE CONTINUING IN A NORTHEASTERLY DIRECTION ALONG SAID WESTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF NAVARRE STREET; THENCE NORTH 82.5 FEET MORE OR LESS TO A POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF NAVARRE STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE CONTINUING IN A NORTHWESTERLY DIRECTION ALONG SAID WESTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF BARTLETT STREET; THENCE NORTH 66 FEET MORE OR LESS TO THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF BARTLETT STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE CONTINUING IN A NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID RIVERSIDE DRIVE TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE ALONG SAID EAST LINE EXTENDED NORTH 35 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE; THENCE IN AN EASTERLY AND SOUTHEASTERLY DIRECTION ALONG THE NORTH AND EAST LINE OF SAID RIVERSIDE DRIVE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF BARTLETT STREET EXTENDED EAST; THENCE EAST ALONG THE NORTHRIGHT-OF-WAY LINE OF BARTLETT STREET 30 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE; THENCE ALONG THE EAST AND SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MARION STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE NEXT THREE COURSES, WEST 349 FEET MORE OR LESS AND SOUTH 15 FEET MORE OR LESS AND WEST 41.25 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF A VACATED PORTION OF NORTH ST. JOSEPH

STREET; THENCE NORTH ALONG THE EXTENDED WEST RIGHT-OF-WAY LINE OF SAID VACATED PORTION OF NORTH ST. JOSEPH STREET 82.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

RIVERSIDE DRIVE FROM THE BEGINNING OF CURVE EAST OF DUCK POND TO MICHIGAN STREET (LEEPER PARK WEST AREA) - SMART STREET LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MICHIGAN STREET WITH THE SOUTH RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE IN A NORTHWESTERLY AND SOUTHWESTERLY DIRECTION TO A POINT WHICH IS 520 FEET MORE OR LESS WEST OF THE WEST RIGHT-OF-WAY LINE OF SAID MICHIGAN STREET; THENCE NORTH 35 FEET MORE OR LESS TO THE NORTH RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE IN A NORTHEASTERLY AND SOUTHEASTERLY DIRECTION TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID MICHIGAN STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY EXTENDED SOUTH TO THE POINT OF BEGINNING.

NORTH ST. JOSEPH STREET FROM MARION STREET TO NAVARRE STREET - SMART STREET LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MARION STREET WITH THE WEST RIGHT-OF-WAY LINE OF NORTH ST. JOSEPH STREET; THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH ST. JOSEPH STREET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF NAVARRE STREET; THENCE ALONG SAID SOUTH LINE EXTENDED EAST TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID NORTH ST. JOSEPH STREET; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID MARION STREET; THENCE ALONG SAID NORTH LINE EXTENDED WEST TO POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID NORTH ST. JOSEPH STREET AND THE POINT OF BEGINNING.

NAVARRE STREET FROM MICHIGAN STREET TO RIVERSIDE DRIVE - SMART STREET LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NAVARRE STREET WHICH IS 185 FEET MORE OR LESS EAST OF THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF NAVARRE STREET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE ALONG SAID WEST LINE EXTENDED SOUTH 82.5 FEET MORE OF LESS TO THE SOUTH RIGHT-OF-WAY LINE OF SAID NAVARRE STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT WHICH IS 185 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF

MICHIGAN STREET; THENCE NORTH 82.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

WAYNE STREET FROM MICHIGAN STREET TO BEGINNING OF THE EAST JEFFERSON BOULEVARD BRIDGE - SMART STREET LEGAL DESCRIPTION

BEGINNING AT A POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF ST. JOSEPH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF WAYNE STREET; THENCE ALONG SAID NORTH LINE IN A NORTHEASTERLY DIRECTION TO A POINT OF INTERSECTION WITH THE WEST EDGE OF THE EAST JEFFERSON BOULEVARD BRIDGE; THENCE SOUTH ALONG SAID WEST BRIDGE EDGE 82.5 FEET MORE OR LESS TO THE SOUTH RIGHT-OF-WAY LINE OF SAID WAYNE STREET; THENCE SOUTHWESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID WAYNE STREET WHICH IS A 82.5 FOOT WIDE RIGHT-OF-WAY TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID ST. JOSEPH STREET; THENCE ALONG SAID EAST LINE EXTENDED NORTHEASTERLY 82.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

3. Except as modified herein, all of the other terms, covenants and conditions of the Lease shall remain in full force and effect and are affirmed by Authority and Lessee.
4. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Lease.
5. This Addendum is effective as of its date.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf as of the day and year first hereinabove written.

SOUTH BEND
REDEVELOPMENT AUTHORITY

By: _____
Richard Klee, President

ATTEST:

Erin Hanig, Secretary-Treasurer

SOUTH BEND
REDEVELOPMENT COMMISSION

By: _____
Marcia I. Jones, President

ATTEST:

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 Richard Klee and Erin Hanig, personally known by me to be the President and Secretary-Treasurer, respectively, of the Board of Directors of the South Bend Redevelopment Authority, and acknowledged the execution of the foregoing Second Addendum to Lease for and on behalf of said Authority.

WITNESS my hand and Notarial Seal this _____ day of _____ 2016.

(SEAL)

(Written Signature)

(Printed Signature)

My commission expires: _____.

I am a resident of _____ County, Indiana.

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, personally known by me to be the President and Secretary, respectively, of the South Bend Redevelopment Commission, and acknowledged the execution of the foregoing Second Addendum to Lease for and on behalf of said Commission.

WITNESS my hand and Notarial Seal this _____ day of _____ day of _____ 2016.

(SEAL)

(Written Signature)

(Printed Signature)

My commission expires: _____.

I am a resident of _____ County, Indiana.

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: Randolph R. Rompola.

This instrument prepared by Randolph R. Rompola, Faegre Baker Daniels LLP, 202 S. Michigan Street, Suite 1400, South Bend, Indiana 46601.

(Notary page to Second Addendum to Lease)

EXHIBIT D

(First Supplemental Trust Agreement)

SECOND ADDENDUM TO LEASE
between the South Bend Redevelopment Authority, as Lessor,
and the South Bend Redevelopment Commission, as Lessee

THIS SECOND ADDENDUM TO LEASE (the "Second Addendum"), made and entered into as of this 08 day of August, 2016, by and between the South Bend Redevelopment Authority, a body corporate and politic organized and existing under Indiana Code 36-7-14.5 (hereinafter with its successors and assigns referred to as the "Authority"), and the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment and the Redevelopment District of the City of South Bend, Indiana (hereinafter called the "Lessee"),

WITNESSETH:

WHEREAS, the Authority and the Lessee have entered into a Lease dated as of February 1, 2015 (collectively, the "Lease"), as amended by an Addendum to Lease, dated as of April 9, 2015 (the "Addendum to Lease" and collectively with the Lease, the "Lease"); and

WHEREAS, the Authority and Lessee now desire to amend the Lease in accordance with the terms and conditions set forth in this Second Addendum;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Lease, as amended, and modified hereby, it is hereby mutually agreed that the Lease is hereby ratified and confirmed and is hereby amended as follows:

1. The following definition contained in Section 1 of the Lease is amended to read as follows:

“Project” means, collectively, all or any portion of the acquisition, construction and installation of certain local public improvements and any costs related thereto financed by the Authority with the proceeds of the Bonds as part of the City’s Smart Streets initiative and Westside Main Streets Revitalization Plan which local public improvements shall consist of all or any portion of the acquisition, construction and installation of the following: pavement, streetscape, and sidewalk improvements, bulb-out installation, street signage and markings, installation of bicycle facilities, road widening, intersection and traffic signal interconnection improvements, utility relocation, utility and sidewalk improvements, and installation of lighting and right-of-way improvements, all of which local public improvements are to be located in or along the rights-of-way for the following streets: (i) Bartlett Street between Lafayette Blvd and Riverside Drive; (ii) Michigan Street between Riverside Drive and Barbie Street; (iii) Main Street between Park Lane and Barbie Street; (iv) St. Joseph Street between LaSalle Avenue and Western Avenue; (v) Lafayette Blvd between Park Lane and Indiana Avenue; (vi) Western Avenue between Michigan Street and Mayflower Road; (vii) Lincolnway West between West LaSalle Avenue and the City limits (Woodland Avenue); (viii) Marion and Madison Streets between Michigan Street and Lincolnway West; (ix) Michigan Street between the St. Joseph River to Angela Boulevard; (x) Marion Street from roundabout to Riverside Drive and Riverside Drive to Michigan Street; (xi) Riverside Drive from the beginning of curve east of duck pond to Michigan Street; (xii) North St. Joseph Street from Marion Street to Navarre Street; (xiii) Navarre Street from Michigan Street to Riverside Drive; (xiv) Wayne Street from Michigan Street to beginning of the East Jefferson Boulevard Bridge; and (xv) any cross streets related to the foregoing stretches; all of which and the Authority’s interest therein are as described at Exhibit B.

2. The following legal descriptions are added to Exhibit B to the Lease:

EXHIBIT B
PROJECT DESCRIPTION
AND
REAL ESTATE DESCRIPTION

MICHIGAN STREET RIGHT-OF-WAY FROM THE ST. JOSEPH RIVER TO ANGELA BOULEVARD – SMART STREET LEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 2 EAST, AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 2 EAST, PORTAGE TOWNSHIP, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA WHICH IS DESCRIBED AS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MICHIGAN STREET WITH THE NORTHERLY LINE OF THE ST. JOSEPH RIVER; THENCE NORTH (ALL BEARINGS ASSUMED) ALONG SAID WEST LINE A DISTANCE OF 685 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT # 80 OF THE PLAT OF "NAVARRE PLACE 1ST ADDITION" AS RECORDED IN THE RECORDS OF THE ST. JOSEPH COUNTY, INDIANA RECORDER'S OFFICE; THENCE CONTINUING IN A NORTHERLY DIRECTION A DISTANCE OF 140 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF LOT # 334 OF SAID PLAT; THENCE ALONG SAID EAST LINE A DISTANCE 60 FEET MORE OR LESS; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT # 334 AND LOT # 335 A DISTANCE OF 60 FEET MORE OR LESS TO THE EASTERLY LINE OF LOT # 336 IN SAID PLAT; THENCE IN A NORTHEASTERLY DIRECTION A DISTANCE OF 30 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID LOT, THENCE CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF MICHIGAN STREET, NORTH A DISTANCE OF 500 FEET MORE OR LESS TO THE NORTH LINE OF A VACATED PORTION OF PEASHWAY STREET; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 2 FEET MORE OR LESS TO THE EAST LINE OF THE WEST 9 FEET OF LOT # 14 OF THE PLAT OF "LEEPERS 2ND ADDITION" AS RECORDED IN THE RECORDS OF SAID RECORDER'S OFFICE SAID LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE NORTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF ANGELA BOULEVARD; THENCE EAST ALONG THE EASTERLY EXTENSION OF SAID ANGELA BOULEVARD A DISTANCE OF 102 FEET MORE OR LESS; THENCE SOUTH A DISTANCE OF 60 FEET MORE OR LESS TO THE NORTHWEST CORNER OF LOT # 1 IN THE PLAT OF "LEEPERS 1ST ADDITION" AS RECORDED IN THE RECORDS OF SAID RECORDER'S OFFICE, SAID LINE ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF ANGELA BOULEVARD WITH THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 798 FEET MORE OR LESS; THENCE WEST 14 FEET MORE OR LESS; THENCE SOUTH A DISTANCE OF 410 FEET MORE OR LESS TO THE SOUTH RIGHT-OF-WAY LINE OF A OLD PENN CENTRAL ABANDONED RAILROAD SPUR; THENCE SOUTHEASTERLY ALONG SAID ABANDONED RAILROAD SPUR A DISTANCE OF 140 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT # 11 IN SAID PLAT OF "NAVARRE PLACE 1ST ADDITION"; THENCE WEST ALONG THE NORTH LINE OF SAID LOT A DISTANCE OF 55.5 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET;

THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 685 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF THE ST. JOSEPH RIVER; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 80 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 3.98 ACRES MORE OR LESS.

MARION STREET- FROM ROUNDABOUT TO RIVERSIDE DRIVE, RIVERSIDE DRIVE TO MICHIGAN STREET (LEEPER PARK EAST AREA) - SMART STREET LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MARION STREET WITH THE WEST RIGHT-OF-WAY LINE OF NORTH ST. JOSEPH STREET; THENCE EAST ALONG THE EXPENDED NORTH RIGHT-OF-WAY LINE OF MARION STREET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID NORTH ST. JOSEPH STREET; THENCE CONTINUING EAST AND NORTHEASTERLY ALONG THE NORTH LINE OF SAID MARION STREET A DISTANCE OF 266.60 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE CONTINUING IN A NORTHEASTERLY DIRECTION ALONG SAID WESTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF NAVARRE STREET; THENCE NORTH 82.5 FEET MORE OR LESS TO A POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF NAVARRE STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE CONTINUING IN A NORTHWESTERLY DIRECTION ALONG SAID WESTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF BARTLETT STREET; THENCE NORTH 66 FEET MORE OR LESS TO THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF BARTLETT STREET WITH THE WESTERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE CONTINUING IN A NORTHWESTERLY AND WESTERLY DIRECTION ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID RIVERSIDE DRIVE TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE ALONG SAID EAST LINE EXTENDED NORTH 35 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE; THENCE IN AN EASTERLY AND SOUTHEASTERLY DIRECTION ALONG THE NORTH AND EAST LINE OF SAID RIVERSIDE DRIVE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF BARTLETT STREET EXTENDED EAST; THENCE EAST ALONG THE NORTHRIGHT-OF-WAY LINE OF BARTLETT STREET 30 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE; THENCE ALONG THE EAST AND SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MARION STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE NEXT THREE COURSES, WEST 349 FEET MORE OR LESS AND SOUTH 15 FEET MORE OR LESS AND WEST 41.25 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF A VACATED PORTION OF NORTH ST. JOSEPH

STREET; THENCE NORTH ALONG THE EXTENDED WEST RIGHT-OF-WAY LINE OF SAID VACATED PORTION OF NORTH ST. JOSEPH STREET 82.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

RIVERSIDE DRIVE FROM THE BEGINNING OF CURVE EAST OF DUCK POND TO MICHIGAN STREET (LEEPER PARK WEST AREA) - SMART STREET LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MICHIGAN STREET WITH THE SOUTH RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE IN A NORTHWESTERLY AND SOUTHWESTERLY DIRECTION TO A POINT WHICH IS 520 FEET MORE OR LESS WEST OF THE WEST RIGHT-OF-WAY LINE OF SAID MICHIGAN STREET; THENCE NORTH 35 FEET MORE OR LESS TO THE NORTH RIGHT-OF-WAY LINE OF SAID RIVERSIDE DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE IN A NORTHEASTERLY AND SOUTHEASTERLY DIRECTION TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID MICHIGAN STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY EXTENDED SOUTH TO THE POINT OF BEGINNING.

NORTH ST. JOSEPH STREET FROM MARION STREET TO NAVARRE STREET - SMART STREET LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MARION STREET WITH THE WEST RIGHT-OF-WAY LINE OF NORTH ST. JOSEPH STREET; THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH ST. JOSEPH STREET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF NAVARRE STREET; THENCE ALONG SAID SOUTH LINE EXTENDED EAST TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID NORTH ST. JOSEPH STREET; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID MARION STREET; THENCE ALONG SAID NORTH LINE EXTENDED WEST TO POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID NORTH ST. JOSEPH STREET AND THE POINT OF BEGINNING.

NAVARRE STREET FROM MICHIGAN STREET TO RIVERSIDE DRIVE - SMART STREET LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NAVARRE STREET WHICH IS 185 FEET MORE OR LESS EAST OF THE EAST RIGHT-OF-WAY LINE OF MICHIGAN STREET; THENCE EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF NAVARRE STREET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE ALONG SAID WEST LINE EXTENDED SOUTH 82.5 FEET MORE OF LESS TO THE SOUTH RIGHT-OF-WAY LINE OF SAID NAVARRE STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT WHICH IS 185 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF

MICHIGAN STREET; THENCE NORTH 82.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

WAYNE STREET FROM MICHIGAN STREET TO BEGINNING OF THE EAST JEFFERSON BOULEVARD BRIDGE - SMART STREET LEGAL DESCRIPTION

BEGINNING AT A POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF ST. JOSEPH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF WAYNE STREET; THENCE ALONG SAID NORTH LINE IN A NORTHEASTERLY DIRECTION TO A POINT OF INTERSECTION WITH THE WEST EDGE OF THE EAST JEFFERSON BOULEVARD BRIDGE; THENCE SOUTH ALONG SAID WEST BRIDGE EDGE 82.5 FEET MORE OR LESS TO THE SOUTH RIGHT-OF-WAY LINE OF SAID WAYNE STREET; THENCE SOUTHWESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID WAYNE STREET WHICH IS A 82.5 FOOT WIDE RIGHT-OF-WAY TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID ST. JOSEPH STREET; THENCE ALONG SAID EAST LINE EXTENDED NORTHEASTERLY 82.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

3. Except as modified herein, all of the other terms, covenants and conditions of the Lease shall remain in full force and effect and are affirmed by Authority and Lessee.

4. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Lease.

5. This Addendum is effective as of its date.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf as of the day and year first hereinabove written.

SOUTH BEND
REDEVELOPMENT AUTHORITY

By: _____
Richard Klee, President

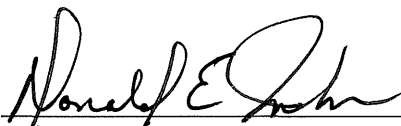
ATTEST:

Erin Hanig, Secretary-Treasurer

SOUTH BEND
REDEVELOPMENT COMMISSION

By:  _____
Marcia I. Jones, President

ATTEST:



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 Richard Klee and Erin Hanig, personally known by me to be the President and Secretary-Treasurer, respectively, of the Board of Directors of the South Bend Redevelopment Authority, and acknowledged the execution of the foregoing Second Addendum to Lease for and on behalf of said Authority.

WITNESS my hand and Notarial Seal this _____ day of _____ 2016.

(SEAL)

(Written Signature)

(Printed Signature)

My commission expires: _____.

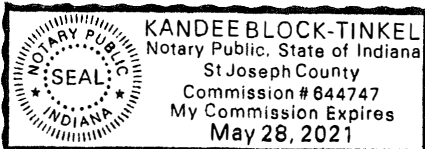
I am a resident of _____ County, Indiana.

(Notary page to Second Addendum to Lease)

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, personally known by me to be the President and Secretary, respectively, of the South Bend Redevelopment Commission, and acknowledged the execution of the foregoing Second Addendum to Lease for and on behalf of said Commission.

WITNESS my hand and Notarial Seal this 28th day of July day of July 2016.



(SEAL)

Kande Block-Tinkel
(Written Signature)

Kande Block-Tinkel
(Printed Signature)

My commission expires: May 28, 2021

I am a resident of St. Joseph County, Indiana.

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: Randolph R. Rompola.

This instrument prepared by Randolph R. Rompola, Faegre Baker Daniels LLP, 202 S. Michigan Street, Suite 1400, South Bend, Indiana 46601.

(Notary page to Second Addendum to Lease)

FIRST SUPPLEMENTAL TRUST AGREEMENT

BETWEEN

SOUTH BEND REDEVELOPMENT AUTHORITY

AND

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

DATED AS OF AUGUST 1, 2016

FIRST SUPPLEMENTAL TRUST AGREEMENT

THIS FIRST SUPPLEMENTAL TRUST AGREEMENT (the "First Supplemental Trust Agreement") has been executed as of the 1st day of August, 2016, by the SOUTH BEND REDEVELOPMENT AUTHORITY, a public body corporate and politic, organized and existing under Indiana Code 36-7-14.5, as amended (hereinafter called the "Authority"), and U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States, as Trustee (the "Trustee").

WITNESSETH:

WHEREAS, the Authority was created under and pursuant to the provisions of Indiana Code 36-7-14.5, for the purpose of financing local public improvements for lease to the South Bend Redevelopment Commission (the "Commission"); and

WHEREAS, the Authority and the Trustee have previously entered into a Trust Agreement dated as of April 1, 2015 (the "Original Trust Agreement"), authorizing the issuance of South Bend Redevelopment Authority Lease Rental Revenue Bonds of 2015 (the "Bonds"); and

WHEREAS, the proceeds of the Bonds were used for the purpose of financing the costs of the construction in the River West Development Area of certain local public improvements including all or any portion of the acquisition, construction and installation of certain local public improvements as part of the City's Smart Streets initiative and Westside Main Streets Revitalization Plan which local public improvements shall consist of all or any portion of the acquisition, construction and installation of the following: pavement, streetscape, and sidewalk improvements, bulb-out installation, street signage and markings, installation of bicycle facilities, road widening, intersection and traffic signal interconnection improvements, utility relocation, utility and sidewalk improvements, and installation of lighting and right-of-way improvements, all of which local public improvements are to be located along the following stretches of road: (i) Bartlett Street between Lafayette Blvd and Riverside Drive; (ii) Michigan Street between Riverside Drive and Barbie Street; (iii) Main Street between Park Lane and Barbie Street; (iv) St. Joseph Street between LaSalle Avenue and Western Avenue; (v) Lafayette Blvd between Park Lane and Indiana Avenue; (vi) Western Avenue between Michigan Street and Mayflower Road; (vii) Lincolnway West between West LaSalle Avenue and the City limits (Woodland Avenue); (viii) Marion and Madison Streets between Michigan Street and Lincolnway West; and (ix) any cross streets related to the foregoing stretches and various expenses related thereto (the "Original Project") and the costs of issuance of the Bonds; and

WHEREAS, the Original Trust Agreement contemplates that the Authority and the Trustee may, from time to time, enter into further indentures supplemental and amendatory to the Original Trust Agreement for various purposes, including to cure any ambiguity or formal defect or omission in the Original Trust Agreement, which does not adversely affect the rights of the Bondholder (as defined in the Original Trust Agreement); and

WHEREAS, this First Supplemental Trust Agreement is being entered into by the Authority and the Trustee pursuant to the Original Trust Agreement for the purpose of amending the definition of "Project" to cure an omission in the Original Trust Agreement by including certain additional local public improvements, including, but not limited to additional street improvements to (i) Michigan Street from the St. Joseph River to Angela Boulevard; (ii) Marion Street from roundabout to Riverside Drive and Riverside Drive to Michigan Street; (iii) Riverside Drive from the beginning of curve east of duck pond to Michigan Street; (iv) North St. Joseph Street from Marion Street to Navarre Street; (v) Navarre Street from Michigan Street to Riverside Drive; and (vi) Wayne Street from Michigan Street to beginning of the East Jefferson Boulevard Bridge and curb ramp work, in compliance with the Americans with Disabilities Act of 1990, at such intersections with such streets (collectively, the "Additional Project"); and

WHEREAS, at a meeting duly convened and held on August 8, 2016, the Authority has duly authorized the execution and delivery of this First Supplemental Trust Agreement;

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL TRUST AGREEMENT WITNESSETH THAT:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions.

(A) Unless otherwise provided herein, the terms defined in Section 1.01 of the Original Trust Agreement shall for all purposes have the same meanings specified in this First Supplemental Trust Agreement.

(B) The following definition contained in Section 1.01 of the Original Trust Agreement is amended to read as follows:

"Project" means the construction in the River West Development Area of certain local public improvements including all or any portion of the acquisition, construction and installation of certain local public improvements as part of the City's Smart Streets initiative and Westside Main Streets Revitalization Plan which local public improvements shall consist of all or any portion of the acquisition, construction and installation of the following: pavement, streetscape, and sidewalk improvements, bulb-out installation, street signage and markings, installation of bicycle facilities, road widening, intersection and traffic signal interconnection improvements, utility relocation, utility and sidewalk improvements, and installation of lighting and right-of-way improvements, all of which local public improvements are to be located along the following stretches of road: (i) Bartlett Street between Lafayette Blvd and Riverside Drive; (ii) Michigan Street between Riverside Drive and Barbie Street; (iii) Main Street between Park Lane and Barbie Street; (iv) St. Joseph Street between LaSalle Avenue and Western Avenue; (v) Lafayette Blvd between Park Lane and Indiana Avenue; (vi) Western Avenue between Michigan Street and

Mayflower Road; (vii) Lincolnway West between West LaSalle Avenue and the City limits (Woodland Avenue); (viii) Marion and Madison Streets between Michigan Street and Lincolnway West; (ix) Michigan Street between the St. Joseph River to Angela Boulevard; (x) Marion Street from roundabout to Riverside Drive and Riverside Drive to Michigan Street; (xi) Riverside Drive from the beginning of curve east of duck pond to Michigan Street; (xii) North St. Joseph Street from Marion Street to Navarre Street; (xiii) Navarre Street from Michigan Street to Riverside Drive; (xiv) Wayne Street from Michigan Street to beginning of the East Jefferson Boulevard Bridge; and (xv) any cross streets related to the foregoing stretches and various expenses related thereto, which Project is to be financed with the proceeds of the Bonds and leased to the Commission, pursuant to the Lease.

ARTICLE II

MISCELLANEOUS

SECTION 2.01. Survival of Original Trust Agreement. Except to the extent modified, amended, or supplemented by this First Supplemental Trust Agreement, the Original Trust Agreement shall remain in full force and effect.

* * * * *

IN WITNESS WHEREOF, the Authority has caused this First Supplemental Trust Agreement to be signed in its name and behalf by its President and duly attested by its Secretary-Treasurer and, to evidence its acceptance of the trusts hereby created, the Trustee has caused this First Supplemental Trust Agreement to be signed in its name and behalf by its duly authorized officers and duly attested, all as of the day and year first above written.

SOUTH BEND
REDEVELOPMENT AUTHORITY

By: _____
President

ATTEST:

Secretary-Treasurer

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Title: _____

ATTEST:

By: _____

Title: _____