

FIRST AMENDMENT TO MASTER LEASE

THIS FIRST AMENDMENT TO MASTER LEASE (this "First Amendment") is made on August 11, 2016 (the "Effective Date"), by and between GLC Portage Prairie, LLC (the "Landlord") and the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (the "Tenant").

RECITALS

A. Pursuant to the terms of the parties' Development Agreement dated July 16, 2015, Landlord and Tenant entered into that certain Master Lease dated July 16, 2015 (the "Master Lease"), related to Landlord's development of a spec commercial/bulk distribution facility and related improvements on the Real Estate (as defined in the Master Lease).

B. Landlord and Tenant desire to modify certain terms of the Master Lease as stated in this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises and obligations in this First Amendment and the Master Lease, the adequacy of which consideration is hereby acknowledged, Landlord and Tenant agree as follows:

1. Section 4(c) is deleted in its entirety and replaced by the following:

Abatement of Rent. The parties acknowledge and agree that Landlord and Tenant desire to find third-party tenants for the entirety of the Premises. As such, Tenant's obligation to pay Rent shall be terminated with respect to any portion of the Building that is, or at any time was, subject to a Replacement Lease from and after the Replacement Rent Date (as defined below). As used herein, a "Replacement Lease" shall be any lease entered into by Landlord after the Effective Date of this Master Lease with a third party under which the third party agrees to occupy the Premises or a portion thereof, and the "Replacement Lease Date" shall be the date on which Landlord and the third party execute a Replacement Lease. Landlord shall deliver a copy of each Replacement Lease within ten (10) days after its respective Replacement Lease Date. Tenant's obligation to pay Rent for the portion of the Building subject to a Replacement Lease will forever terminate (and will not be restored at any time for such portion of the Premises) on the date the third party commences paying rent to Landlord under the Replacement Lease (the "Replacement Rent Date"). For any Replacement Lease entered into before August 11, 2016, the Replacement Rent Date may occur no later than July 1, 2017. For any Replacement Lease entered into on or after August 11, 2016, the Replacement Rent Date may occur no later than one (1) month after the Replacement Lease Date. In no event will Tenant pay

Rent to Landlord for a portion of the Premises if Landlord has received or will receive payment of rent in any amount from a third party for the same portion of the Premises for the same period of time.

2. Unless expressly modified by this First Amendment, the terms and provisions of the Master Lease remain in full force and effect.

3. Capitalized terms used in this First Amendment will have the meanings set forth in the Master Lease unless otherwise stated herein.

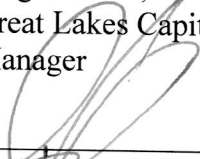
IN WITNESS WHEREOF, the Parties hereby execute this First Amendment to Master Lease to be effective on the Effective Date stated above.

LANDLORD:

GLC Portage Prairie, LLC

By: Great Lakes Capital Management, LLC

Its: Manager



Ryan Rans, Member

TENANT:

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

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