

**ASSIGNMENT AND ASSUMPTION
OF
REAL ESTATE OPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF REAL ESTATE OPTION AGREEMENT (this “**Assignment and Assumption**”) dated as of August 22, 2016, is entered into by and between Swing-Batter-Swing, LLC, an Indiana limited liability company (“**Assignor**”), and Heading for Home LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS

A. Reference is hereby made to that certain Real Estate Option Agreement dated July 30, 2015, by and between Assignor and the South Bend Redevelopment Commission (“**Commission**”) (the “**Option Agreement**”) in connection with the option to purchase the Property, as that term is defined in the Option Agreement. All initially-capitalized terms not otherwise defined herein shall have the meanings set forth in the Option Agreement unless the context clearly indicates otherwise.

B. Assignor desires to assign to Assignee, all of Assignor’s right, title, interests, and obligations as option holder in, to and under the Option Agreement with respect to the Property, and Assignee desires to accept the assignment thereof and assume Assignor’s right, title, interests, and obligations thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Assignment and Assumption.

1.1 Assignment. Assignor hereby transfers, assigns and conveys, without recourse, representation or warranty, express or implied, all of Assignor’s rights, interests, liabilities and obligations in and to the Property, and all of Assignor’s rights, interests, liabilities and obligations under the Option Agreement to acquire same to Assignee. Assignee hereby assumes all such rights, interests, liabilities and obligations, and joins in all representations, warranties, releases, and indemnities, of Assignor under the Option Agreement relating to such Property and the Option Agreement assigned to it above. Assignee agrees that its option to acquire the Property pursuant to the Option Agreement shall be subject to all terms and conditions thereof. Commencing as of the date hereof, Commission shall have the right to deal exclusively with Assignee with respect to the Option Agreement.

1.2 Assumption. Assignee hereby assumes all of the terms and provisions under the Option Agreement, and all of Assignor’s obligations under the Option Agreement arising after the date hereof and agrees fully and faithfully to pay, perform and discharge, as and when payment, performance and discharge are due, all of Assignor’s obligations under the Option Agreement arising after the date hereof.

1.3 Successors and Assigns. This Assignment and Assumption shall be binding on and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors in interest and permitted assigns.

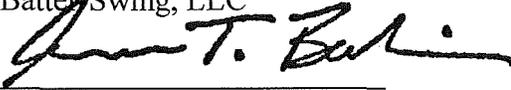
1.4. Consent. This Assignment shall be subject to the consent of the Commission.

1.5. Representation. Assignor represents and warrants that the Assignee is controlled by Andrew Berlin.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Real Estate Option Agreement as of the day and year first above written.

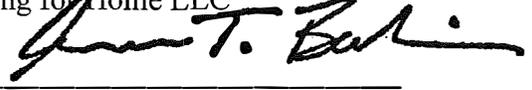
ASSIGNOR:

Swing-Batter Swing, LLC

By: 

ASSIGNEE:

Heading for Home LLC

By: 

The undersigned hereby consents to this Assignment.

COMMISSION:

CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary