

SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This Second Amendment To Real Estate Purchase Agreement (this “Second Amendment”) is made on December 15, 2016 (the “Effective Date”), by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (“Seller”), and 410 W Wayne Street LLC, an Indiana limited liability company with its registered office at 51260 Coveseide Dr., Granger, Indiana 46530 (“Buyer”), as the successor-in-interest to Chris Gerard, doing business as Bare Hands Brewery, a sole proprietorship with its principal place of business at 12804 Sandy Ct., Granger, Indiana 46530 (“Gerard”).

RECITALS

A. Seller and Gerard entered into that certain Real Estate Purchase Agreement dated August 25, 2016, as amended by the First Amendment To Purchase Agreement dated October 27, 2016 (collectively, the “Purchase Agreement”), for the purchase and sale of the Property (as defined in the Purchase Agreement) located in the City of South Bend.

B. Gerard assigned to Buyer the Purchase Agreement pursuant to the terms of that certain Assignment And Assumption Of Real Estate Purchase Agreement dated October 27, 2016.

C. Buyer continues its examination of the Property pursuant to Section 3 of the Purchase Agreement, including zoning and land use matters, and has requested an extension of the Due Diligence Period.

D. Seller desires to grant the requested extension as stated in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual promises and obligations in this Second Amendment and the Purchase Agreement, the adequacy of which consideration is hereby acknowledged, the parties agree as follows:

1. In Section 3.B. of the Purchase Agreement, the term “ninety (90)” is deleted and replaced by the term “one hundred fifty (150).”

2. Unless expressly modified by this Second Amendment, the terms and provisions of the Purchase Agreement remain in full force and effect.

3. Capitalized terms used in this Second Amendment will have the meanings set forth in the Purchase Agreement unless otherwise stated herein.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereby execute this Second Amendment To Real Estate Purchase Agreement to be effective on the Effective Date stated above.

BUYER:

410 W Wayne Street LLC, an Indiana limited liability company

By: _____

Printed:

Its:

Dated:

SELLER:

City of South Bend, Department of Redevelopment,
by and through its governing body, the South Bend
Redevelopment Commission

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

4000.0000065 62739102.001