

**FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT**

This First Amendment To Real Estate Purchase Agreement (this “First Amendment”) is made on April 13, 2017 (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 Hibberd Realty, Inc., an Indiana corporation with its registered office at 1329 E. Washington St., South Bend, Indiana 46617, as assignee of Hibberd Development, LLC (“Buyer”) (each a “Party,” and collectively the “Parties”).

RECITALS

A. Seller and Hibberd Development, LLC, entered into that certain Real Estate Purchase Agreement dated December 15, 2016 (the “Purchase Agreement”), for the purchase and sale of the Property located in the City of South Bend.

B. Hibberd Development, LLC, assigned its interests under the Purchase Agreement to Buyer by that certain Assignment of Contract for Purchase of Real Estate dated April \_\_, 2017, attached hereto as Exhibit A (the “Assignment”).

C. In preparation for the Closing, Seller desires to express its consent to the Assignment, and the Parties desire to amend the Purchase Agreement and address certain other matters in accordance with the terms of this First Amendment.

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

1. In accordance with Section 18 of the Purchase Agreement, Seller hereby consents to the Assignment attached hereto as Exhibit A and will execute and deliver the same to Buyer.

2. In light of the Assignment, Exhibit B attached to the Purchase Agreement is deleted in its entirety and replaced by Exhibit B attached hereto.

3. In accordance with Section 12 of the Purchase Agreement, the Parties will execute and deliver at Closing the Assignment And Assumption Of Commercial Lease attached hereto as Exhibit C.

4. In accordance with Section 12 of the Purchase Agreement, Seller will deliver to Buyer at Closing a Tenant Estoppel Certificate executed by Gates Automotive Corp., as lessee under the Commercial Lease dated August 1, 2008, in substantially the form attached hereto as Exhibit D.

5. The undersigned president of Buyer, as a former employee of the City and a current appointee to the City of South Bend Board of Park Commissioners, hereby affirms that he is subject to certain terms and limitations of the City of South Bend Ethics Code of January 1, 2012, as amended on April 19, 2013, and February 24, 2014 (the “Ethics Code”), including

Section 8 of the Ethics Code, which prohibits a current or former appointee, employee, or official from disclosing or materially benefitting from confidential information he or she learned by reason of his or her employment by the City that is not generally known to or readily ascertainable by others or otherwise subject to public access or disclosure by law. The undersigned president of Buyer hereby represents and warrants that he has neither learned nor benefitted from any confidential information concerning the Property or otherwise affecting the transaction contemplated in the Purchase Agreement, as amended by this First Amendment, during the course of or arising out of his employment by the City or his appointment to any of its boards or commissions. Further, at the time of delivering a signed copy of this First Amendment to Seller's Representative, Buyer will deliver to Seller's Representative a copy of the Uniform Conflict of Interest Disclosure Statement, the form of which is attached to the Purchase Agreement as Exhibit C, completed and signed by the undersigned president of Buyer.

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

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

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

BUYER:

Hibberd Realty, Inc.,  
an Indiana corporation

\_\_\_\_\_  
Mark W. Neal, President  
Dated:

SELLER:

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

\_\_\_\_\_  
David Varner, Vice President

ATTEST:

\_\_\_\_\_  
Donald E. Inks, Secretary

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**EXHIBIT A**

**Assignment of Contract for Purchase of Real Estate**

**Assignment of Contract for Purchase of Real Estate**

For value received, Hibberd Development, LLC, an Indiana limited liability company, as assignor, hereby transfers and assigns to Hibberd Realty, Inc., an Indiana corporation, as assignee, and assigns, all right, title and interest in that Real Estate Purchase Agreement, dated December 15, 2016 between the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission, as seller, and Hibberd Development, LLC, as purchaser, for the purchase of a certain parcel of real estate located in South Bend, Indiana commonly known as 331-335 South Main Street, more particularly described in said contract. Hibberd Development, LLC authorizes and empowers assignee, on its performance of all of the covenants, conditions, and payments described in said contract to demand and receive of seller the deed covenanted to be given in the contract hereby assigned in the same manner and with the same effect as Hibberd Development, LLC could have done had this assignment not been made.

Dated: April \_\_, 2017

HIBBERD DEVELOPMENT, LLC,  
an Indiana limited liability company

\_\_\_\_\_  
Mark W. Neal, Manager

Acceptance by Assignee

Hibberd Realty, Inc. hereby accepts the above assignment of that contract made the 15<sup>th</sup> day of December, 2016. Further Hibberd Realty, Inc. hereby agrees to perform all obligations to be performed by assignor under the contract, and to indemnify assignor against any liability arising from the performance or nonperformance of such obligations.

Dated: April \_\_, 2017

HIBBERD REALTY, INC.  
an Indiana corporation

\_\_\_\_\_  
Mark W. Neal, President

Consent by Seller

The City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission, as the seller named in the contract herein assigned, consents to this assignment to Hibberd Realty, Inc., assignee.

Dated: April \_\_, 2017

\_\_\_\_\_  
David Varner, Vice President

\_\_\_\_\_  
Attest: Donald E. Inks, Secretary

**EXHIBIT B**

**Form of Special Warranty Deed**

### **SPECIAL WARRANTY DEED**

THIS INDENTURE WITNESSETH, that the City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission, 1400 S. County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana (the “Grantor”)

CONVEYS AND SPECIALLY WARRANTS to Hibberd Realty, Inc., an Indiana corporation with its registered office at 1329 E. Washington St., South Bend, Indiana 46617 (the “Grantee”), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following real estate located in St. Joseph County, Indiana (the “Property”):

Lot Numbered Two Hundred Seventy-six (276), together with 32 feet off of and from the entire length of the South side of Lot Numbered Two Hundred Seventy-five (275), as shown on the Original Plat of the Town, now City of South Bend.

Parcel Key Nos. 18-3008-0265, 18-3008-0266, and 18-3008-0267

Commonly known as 331-335 S. Main Street, South Bend, Indiana

The Grantor warrants title to the Property only insofar as it might be affected by any act of the Grantor during its ownership thereof and not otherwise.

The Grantor hereby conveys the Property to the Grantee free and clear of all leases, licenses, and interests except as agreed in the Real Estate Purchase Agreement dated December 15, 2016, as amended by the First Amendment To Real Estate Purchase Agreement dated April 13, 2017, by and between Grantor and Grantee, as assignee of Hibberd Development, LLC (collectively, the “Purchase Agreement”); subject to real property taxes and assessments; subject to all easements, covenants, conditions, restrictions, and other matters of record; subject to rights of way for roads and such matters as would be disclosed by an accurate survey and inspection of the Property; subject to all applicable building codes and zoning ordinances; and subject to all provisions and objectives contained in the Commission’s development area plan affecting the area in which the Property is situated and any design review guidelines associated therewith.

Pursuant to Section 11 of the Purchase Agreement, the Grantor conveys the Property to the Grantee by this deed subject to certain conditions subsequent. In the event the Grantee fails to perform the Site Improvements, or satisfactorily to prove such performance, in accordance with Section 11 of the Purchase Agreement, then the Grantor shall have the right to re-enter and take possession of the Property and to terminate and revest in the Grantor the estate conveyed to the Grantee by this deed and all of the

Grantee's rights and interests in the Property without offset or compensation for the value of any improvements to the Property made by the Grantee. The recordation of a Certificate of Completion in accordance with Section 11 of the Purchase Agreement will forever release and discharge the Grantor's reversionary interest stated in this paragraph.

The Grantor conveys the Property to the Grantee subject to the limitation that the Grantee, and its successors and assigns, shall not discriminate against any person on the basis of race, creed, color, sex, age, or national origin in the sale, lease, rental, use, occupancy, or enjoyment of the Property or any improvements constructed on the Property.

Each of the undersigned persons executing this deed on behalf of the Grantor represents and certifies that s/he is a duly authorized representative of the Grantor and has been fully empowered, by proper action of the governing body of the Grantor, to execute and deliver this deed, that the Grantor has full corporate capacity to convey the real estate described herein, and that all necessary action for the making of such conveyance has been taken and done.

Capitalized terms not otherwise defined in this deed will have the meanings stated in the Purchase Agreement.

[Signature page follows.]

GRANTOR:

CITY OF SOUTH BEND,  
DEPARTMENT OF REDEVELOPMENT

\_\_\_\_\_  
David Varner, Vice President

ATTEST:

\_\_\_\_\_  
Donald E. Inks, Secretary

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared David Varner and Donald E. Inks, known to me to be the Vice President and Secretary, respectively, of the South Bend Redevelopment Commission and acknowledged the execution of the foregoing Special Warranty Deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the \_\_\_\_ day of \_\_\_\_\_, 2017.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Residing in 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. Benjamin J. Dougherty.

This instrument was prepared by Benjamin J. Dougherty, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.



**EXHIBIT C**

**Assignment And Assumption Of Commercial Lease**

## ASSIGNMENT AND ASSUMPTION OF COMMERCIAL LEASE

This Assignment And Assumption Of Commercial Lease (this "Assignment") is made as of April 13, 2017 (the "Effective Date"), by and between the South Bend Redevelopment Commission ("Assignor"), and Hibberd Realty, Inc. ("Assignee").

### RECITALS

A. Assignor, as assignee of the South Bend Board of Public Works, assignee of G.M.S. Realty Inc., is the lessor under that certain Commercial Lease dated August 1, 2008, with and Gates Automotive Corp., the lessee (the "Gates Lease").

B. In accordance with Section 12 of the Real Estate Purchase Agreement by and between Assignor and Assignee, dated December 15, 2016, as amended by the First Amendment To Real Estate Purchase Agreement dated April 13, 2017 (the "Purchase Agreement"), Assignor desires to assign, and Assignee desires to assume, all of Assignor's rights, powers, privileges, reservations, obligations, liabilities, and duties under the Gates Lease.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby assigns, sets over, transfers, grants, and conveys unto Assignee, its successors and assigns, all of Assignor's rights, powers, privileges, reservations, obligations, liabilities, and duties, of any kind or character, as the lessor under the Gates Lease.

2. Assumption. Assignee hereby accepts the foregoing assignment and assumes and agrees to perform all of the obligations, liabilities, and duties of the lessor under the Gates Lease from and after the date upon which this Assignment is delivered to Assignee in accordance with Section 12 of the Purchase Agreement.

3. Successors and Assigns. This Assignment will be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

4. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Indiana.

ASSIGNOR:

South Bend Redevelopment Commission

\_\_\_\_\_  
David Varner, Vice President

ATTEST:

\_\_\_\_\_  
Donald E. Inks, Secretary

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared David Varner and Donald E. Inks, known to me to be the Vice President and Secretary, respectively, of the South Bend Redevelopment Commission and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the \_\_\_\_ day of \_\_\_\_\_, 2017.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Residing in St. Joseph County, Indiana

ASSIGNEE:

Hibberd Realty, Inc., an Indiana corporation

\_\_\_\_\_  
Mark W. Neal, President

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

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Mark W. Neal known to me to be the President of Hibberd Realty, Inc., an Indiana corporation, and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Residing in 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. Benjamin J. Dougherty.

This instrument was prepared by Benjamin J. Dougherty, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.

**EXHIBIT D**

**Tenant Estoppel Certificate**

## **TENANT ESTOPPEL CERTIFICATE**

This Tenant Estoppel Certificate (this "Certificate") is made as of April \_\_, 2017 (the "Effective Date"), by Gates Automotive Corporation (the "Tenant"), the tenant under the Lease (as hereinafter defined) for certain real property located in the City of South Bend, Indiana (the "Property").

Tenant hereby certifies to Hibberd Realty, Inc. (the "Purchaser"), who, in material reliance on the certifications included in this Certificate, is purchasing the Property pursuant to that certain Real Estate Purchase Agreement by and between Purchaser and the South Bend Redevelopment Commission, dated December 15, 2016, as amended by the First Amendment To Real Estate Purchase Agreement dated April 13, 2017, that as of the Effective Date:

1. Tenant currently leases the Property pursuant to that certain Commercial Lease dated August 1, 2008, a true and correct copy of which is attached hereto as Exhibit 1 (the "Lease"). The Lease is valid and binding and in full force and effect and there has been no amendment, modification, or supplement of any kind or nature varying the stated terms and conditions of the Lease. The Lease represents the entire agreement between the parties thereto regarding the Property.

2. Landlord has delivered, and Tenant has accepted, possession of the Property and is currently in occupancy of the entire Property. Tenant has not subleased any portion of the Property or assigned or otherwise transferred any of its rights under the Lease.

3. The term of the Lease commenced on August 1, 2008, and has been extended by Tenant until July 31, 2017, in accordance with Tenant's right under Section 18 of the Lease. At the conclusion of the current term, Tenant will have one (1) additional option to renew the Lease for a final term of two (2) additional years expiring on July 31, 2019.

4. To Tenant's knowledge, Tenant is not in material default under the Lease and Tenant has not received any notices of material default under the Lease which have not been cured and, to Tenant's knowledge, there are no events which have occurred that with the giving of notice or the passage of time, or both, would result in a material default by Tenant under the Lease.

5. Tenant has not sent Landlord any notices of default under the Lease which have not been cured, and to Tenant's knowledge, there are no defaults by Landlord under the lease as of the date hereof and there are no events that have occurred that, with the giving of notice or the passage of time, or both, would result in a default by Landlord thereunder.

6. Tenant has no right of first refusal, right of first offer, or option to purchase or lease the Property, or any part thereof.

7. To Tenant's knowledge, Tenant is not using the Property in violation of any applicable laws, rules, ordinances, or regulations, including but not limited to, any applicable environmental laws, rules, or regulations (collectively, "Laws") and to Tenant's knowledge,

there are no actions or other claims pending or threatened against Tenant in connection with any such Laws, nor has Tenant received any notices alleging Tenant's violation of any such Laws.

8. Tenant has read this Certificate and acknowledges and understands the certifications and representations made herein. Tenant hereby executes this Certificate intending reliance hereon by Purchaser. Tenant has full authority to execute this Certificate, which has been duly authorized by all necessary action.

The undersigned, intending to be legally bound hereby, has duly executed and delivered this Certificate as of the Effective Date.

Gates Automotive Corporation,  
An Indiana corporation

By: \_\_\_\_\_  
Printed:  
Its:

**EXHIBIT 1 TO TENANT ESTOPPEL CERTIFICATE**

**Commercial Lease dated August 1, 2008**

[See attached.]



## COMMERCIAL LEASE

THIS INDENTURE WITNESSETH, that G.M.S. Realty, Inc hereafter.. referred to as "Lessor", leases to Gates Automotive Corp. hereafter referred to as "Lessee", for and in consideration of the covenants and agreements hereinafter mentioned, the premises in St. Joseph County, State of Indiana, known and described as follows; 205 W Western Ave , South Bend, In 45534 (see Diagram)

To have and to hold the same unto the Lessee from August 1, 2008 to and including July 31, 2013 and the Lessee, in consideration of said demise, does covenant and agree with the Lessor as follows:

1. The Lessee hereby represents that he will use said premises for the following described purpose, All activities connected with the business of Automotive Sales and Service.
2. To pay as rent for said leased premises the sum of \$30,321.60 Year (Gross) payable as follows: \$ 2526.80 monthly installment in advance on the first of each month beginning with first month's rent of \$2526.80 upon execution of this lease on August 1, 2008 and continuing on the first of each successive month thereafter, without notice of demand, each installment to be paid in advance upon the first day of each installment period to the Lessor or at such other place as the Lessor may from time to time designate in writing.
3. That the Lessee has examined and knows the conditions of said premises and has received the same in good order and repair, except as herein otherwise specified, and that no representations as to the condition of repair thereof have been made by the Lessor or his representative, prior to or at the execution of this lease that are not herein expressed or endorsed hereon; and that Lessee will keep the interior of said premises in good repair, including the interior walls, replacing all broken glass with glass of the same size and quality as that broken, and will keep said premises, as well as all drains, stools, lavators, and all other facilities and equipment in connection with said premises, in a clean and healthy condition according to the city ordinances, and the direction of the proper public offices, during the terms of the lease, at his own expense; and upon the termination of this lease in any way, will yield up said premises to Lessor in good condition and repair (loss by fire and ordinary wear excepted) and will deliver the key to Lessor.

provisions of the lease with reference to such restoration contracts, liens, demands and expenses shall apply to said restoration as well as the original alterations.

7. To allow Lessor free access to the premises for the purpose of examining or exhibiting the same and also to allow the Lessor to upon said premises, at any and times, "For Sale" signs, and within thirty (30) days of termination of this lease, "For rent" or "For Lease" signs.

8. Lessee shall promptly pay and discharge all store license taxes and all general property taxes or special license fee that may be assessed or levied by any lawful authority against the property of Lessee or any sub-tenants on, against, or by virtue of the business conduct in or on the demised premises against, or by virtue of the business conduct in or on the demised premises during the term of this lease.

9. Lessee covenants that should he default in his agreement to pay the rent above provided to be paid, or any part thereof, or in any of the other covenants and agreements herein contained, he will at once deliver peaceable possession of said premises to the Lessor and, failing to do so, it shall be lawful for the Lessor, his heirs or assigns, without notice, to declare said term ended, and to reenter said demise premises, or any part thereof either with or without process of law, and to expel, remove and put out the Lessee, or any person or persons occupying the same, using such force as may be necessary so to do, and to repossess and use said premises as before this demise, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants and Lessee further covenants and agrees, that Lessor shall have, at all times, the right to distrain for rent due, and shall have a valid and first lien upon all property of Lessee whether exempt by law or not, as security for the payment of the rent herein covenanted to be paid.

10. That after the service of notice, or the commencement of a suite, or after final judgement for possession of said premises, Lessor may receive and collect any rent due and the payment of said rent not waive or affect said notice, said suite or said judgement.

11. It is agreed by the parties hereto that in the event Lessee is declared bankrupt or voluntarily offers to creditors terms of composition or in case a receiver is appointed to take charge of and conduct the affairs of the Lessee, then Lessor shall have the right of immediate possession of said premises.

12. That in case said premises shall be so injured by fire, windstorm or other catastrophe as to be rendered untenable, and shall not be repaired by the Lessor and rendered tenantable within ninety (90) days thereafter, it shall be optional with either party hereto to terminate the lease by written notice at the end of such ninety (90) days, in which case rent shall be paid at the agreed rate above provided up to the time of such fire; but in case such injuries are repaired and the premises rendered tenantable within ninety (90) days, the right to terminate the lease for such cause shall not exist; provided, that nothing herein contained shall relieve the Lessee from liability for rent or damage where such damage or destruction shall be caused by the carelessness, negligence, or improper conduct of the Lessee, his agent or servants.

13. It is expressly agreed that no waiver nor apparent waiver, nor the failure of Lessor to require strict performance of any condition, covenant or agreement shall at any time be implied.

14. At the termination of this lease, by lease, by lapse of time or otherwise, Lessee will yield up immediate possession to Lessor, and failing to do so, will pay as liquidated damages for each day such possession is withheld, a sum equal to five times the per diem rental; but the provisions for this clause shall not be held as a waiver by Lessor of any rights of re-entry as herein set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for any breach of any of the covenants herein.

15. It is also agreed that the Lessee shall pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the Lessor in enforcing the covenants and agreements of this lease, including the agreement to deliver possession for any reason herein provided, and all the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and insure to their respective heirs, executors, administrators, successors and assigns, and the terms "Lessor" and "Lessee" shall embrace all of the parties hereto irrespective of number of gender.

16. It is agreed that all payments herein provided to be made shall be made without relief from valuation or appraisal laws, and all payments required to be made which are not be made at the time due shall bear interest at the rate of ten (10%) percent per annum from date of delinquency.

17. In addition to the first monthly installment payable in advance described in paragraph (2) above, Lessee agrees to pay a Security Deposit of \$00.0, payable upon execution of this lease. Lessor may, but shall not be obligated to apply all or portions of said Security Deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee. Lessee shall not have the right to apply thier Security Deposit in payment of the month's rent.

18. The Lessor grants the Lessee an option to renew the lease for an additional Three(3) Two(2)Year Terms at a rent of \$2526.80. All other terms of the lease would remain the same.

19. The Lessor grants Early Termination by the Lessee with 90 Days written notice to Lessor.

20. Lessor will pay Real Estate Taxes, Property Insurance on the building, exterior maintenance and repairs, sewer and water, heating, snow removal, interior maintenance, trash and janitorial services and electricity

21. Assignment and Sublease or Sale. Tennant shall be entitled to assign this Lease or sublet the Leased Premises in whole or in part with the prior consent of Landlord, which consent shall not be unreasonably withheld.

Tenant shall notify Landlord of any such assignment or subletting and, upon any assignment of the Lease by Tenant; Tenant shall be released from all further liability or obligation hereunder arising on and after any such assignment.

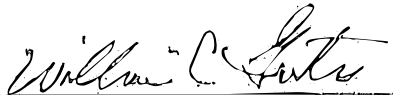
Landlord shall be entitled to Sell or assign this Leased Premises in whole or in part without the prior consent of Tenant. Landlord shall notify Tenant of any such assignment or subletting and, upon any assignment of the Lease by Landlord.

22. Lessee shall have access to the leased premises twenty-four hours daily and at all times.

23. Lessor agrees to provide to the Lessee a clean space, the right to use the freight elevator under the supervision of the supervision of the Lessor, and reasonable security to prevent vandalism or theft to the possessions of the Lessee.

Dated this 1 day of August, 2008

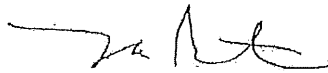
LESSOR:

  
\_\_\_\_\_  
G.M.S. Realty, Inc

August 1, 2008

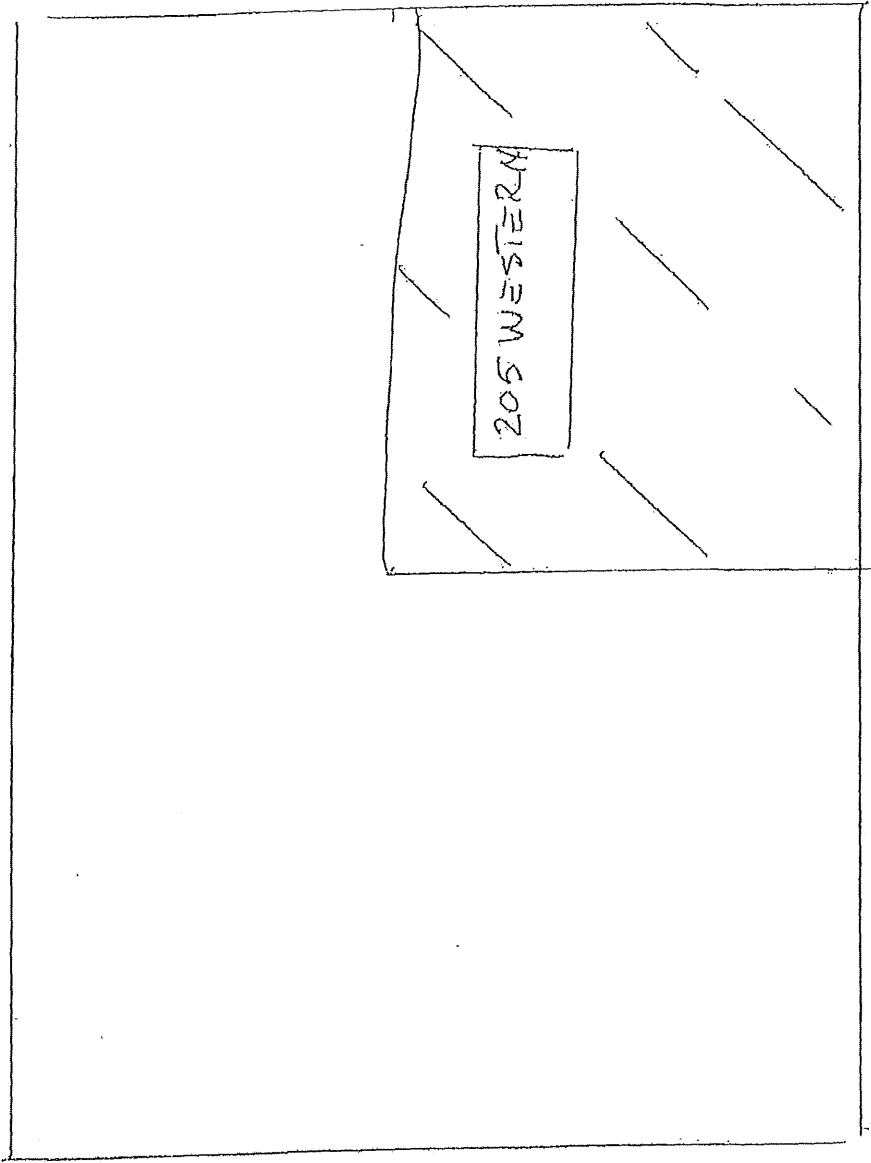
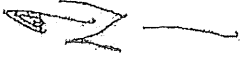
Date

LESSEE:

  
\_\_\_\_\_  
Gates Chevrolet Corp.

August 1, 2008

MAIN ST.



WESTERN AVE

LAY SITE