

SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This Second Amendment To Real Estate Purchase Agreement (this “Second Amendment”) is made on November 20, 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 Cressy & Everett Commercial Corporation, doing business as Newmark Grubb Cressy & Everett, an Indiana corporation with its principal place of business at 4100 Edison Lakes Parkway, Suite 350, Mishawaka, Indiana 46545 (“Buyer”) (each a “Party,” and collectively the “Parties”).

RECITALS

A. Seller and Buyer entered into that certain Real Estate Purchase Agreement dated May 11, 2017, as amended by the First Amendment To Real Estate Purchase Agreement dated July 27, 2017 (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 (the “City”).

B. Buyer has concluded its examination of the Property pursuant to Section 3 of the Purchase Agreement, and the Parties have agreed to proceed to Closing upon the terms of the Purchase Agreement as amended by this Second Amendment in consideration of certain of Buyer’s costs in examining the Property and in complying with the City’s downspout disconnection program.

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 2 of the Purchase Agreement, which defines the Purchase Price for the Property, the term “One Hundred Twenty-Five Thousand Dollars (\$125,000.00)” is deleted and replaced by the term “Ninety-Two Thousand Six Hundred Sixty and 47/100 Dollars (\$92,660.47).”

2. In Section 10.A. of the Purchase Agreement, the term “thirty (30) days” is deleted and replaced by the term “sixty (60) days.”

3. In light of the termination of the VA Lease prior to the Closing Date, (a) Exhibit D attached to the Purchase Agreement is deleted and replaced by Exhibit D attached to this Second Amendment, (b) the last three (3) sentences of Section 12 of the Purchase Agreement are deleted in their entirety, and (c) Section 10.B(iii) of the Purchase Agreement is deleted and replaced by the following sentence: “At Closing, Seller will execute and deliver to Buyer the Temporary Access Agreement attached as **Exhibit D.**”

4. Section 10.B(v) of the Purchase Agreement is deleted in its entirety.

5. Exhibit E attached to the Purchase Agreement is deleted and replaced by Exhibit E attached to this Second Amendment.

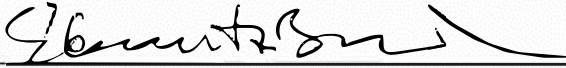
6. Unless expressly modified by this Second Amendment, the terms and provisions of the Purchase Agreement remain in full force and effect.

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

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:

Cressy & Everett Commercial Corporation,
doing business as Newmark Grubb Cressy & Everett,
an Indiana corporation



Edward Bradley, Senior VP and Principal

Dated: 11-15-17

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

4000.0000091 43253016.002

EXHIBIT D

Temporary Access Agreement

TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement (this "Agreement") is made on _____, 2017 (the "Effective Date"), by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, of 1400 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601 (the "Commission"), and Cressy & Everett Commercial Corporation, doing business as Newmark Grubb Cressy & Everett, an Indiana corporation with its principal place of business at 4100 Edison Lakes Parkway, Suite 350, Mishawaka, Indiana 46545 (the "Company").

RECITALS

A. Commission owns in fee simple certain real property located within the River West Development Area of the City of South Bend, Indiana (the "City"), as described and approximately depicted in attached **Exhibit 1** (the "Access Parcel").

B. Company owns in fee simple the real property described in attached **Exhibit 2** (the "Company Parcel"), which abuts the Access Parcel along the Access Parcel's eastern boundary.

C. In connection with Company's purchase of the Company Parcel from Commission under the parties' Real Estate Purchase Agreement dated May 11, 2017, as amended by the First Amendment To Real Estate Purchase Agreement dated July 27, 2017, and the Second Amendment To Real Estate Purchase Agreement dated November 20, 2017 (collectively, the "Purchase Agreement"), Company desires to obtain from Commission a right of access over the Access Parcel to the Company Parcel for the purpose of facilitating Company's use of overhead doors on the western side of the building on the Company Parcel (the "Building") for Company's use of the Building as a self-storage facility, and Commission has agreed to grant the same on the terms and conditions stated in this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Commission and Company, agree as follows:

1. Grant of Access. Commission hereby grants to Company a non-exclusive, temporary license to access the Access Parcel for the limited purpose of pedestrian and vehicular ingress and egress over and across the Access Parcel to and from the Company Parcel by Company and its agents, contractors, employees, and invitees to use the five (5) overhead doors in existence on the western side of the Building on the Effective Date of this Agreement (the "Overhead Doors") in connection with Company's use of the Building as a self-storage facility (the "License").

2. Termination. Commission may revoke and terminate the License (a) immediately, in the event Company fails to satisfy any of its obligations under the Purchase Agreement, (b) immediately, in the event Company ceases to own a controlling interest in the Building, (c) immediately, in the event the Building is demolished or the use of the Overhead Doors for self-storage purposes ceases, and (d) upon Company's failure to cure a default under this Agreement within thirty (30) days after receiving a written notice of such default from Commission (or its authorized representative).

3. Maintenance; Restoration. Company, at its sole expense, will at all times maintain and repair the Access Parcel. In the event Company (or any of its agents, contractors, employees, or invitees) disturbs or damages any part of the Access Parcel, Company will promptly restore such area(s) to substantially the same condition that existed immediately prior to such disturbance or damage. Company agrees to complete all of the foregoing restoration work to the City's satisfaction, as determined in the City's sole discretion. In the event Company fails to preserve the Access Parcel at all times in good condition and repair, Commission or the City may, at its option, incur costs and expenses to maintain and repair the Access Parcel, which costs and expenses Company will pay promptly upon the written demand of Commission or the City, as the case may be.

4. Clear Path of Travel. Commission and Commission's agents and employees will place no permanent structures in, on, or over the Access Parcel that will obstruct or interfere with the Company's use of the Access Parcel without Company's prior consent. Further, the parties agree that Company will have no right under this Agreement to install improvements of any kind on the Access Parcel.

5. Title; No Lease or Easement. Commission covenants that it is the sole owner in fee simple of the Access Parcel and has the lawful right to permit Company to use it under this Agreement. Commission and Company mutually agree and acknowledge that this Agreement does not constitute a lease of or easement over the Access Parcel. This Agreement grants the Company no interest of any kind in the Access Parcel except the License granted above and revocable in accordance with the terms of this Agreement.

6. Property Taxes. Company will be responsible for the payment of all real property taxes and assessments, of any nature whatsoever (the "Taxes"), which are levied against the Access Parcel for all periods during the term of the License. Commission will have no liability for any Taxes associated with the Access Parcel, whether accruing during the term of the License or after the term of the License, and nothing in this Agreement will be construed to require the proration or other apportionment of Taxes resulting in the Commission's liability therefor.

7. Hazardous Materials. Company shall not cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted upon the Access Parcel.

8. Indemnification; Insurance. Company shall indemnify and hold Commission and the City harmless from and against any and all claims resulting from damage to any property upon the Access Parcel or injury to any person upon the Access Parcel. In addition, Company will maintain commercial general liability insurance coverage in the minimum amount of at least Five Million Dollars (\$5,000,000.00) per occurrence and will designate the Commission and the City as additional insureds under any such policy of insurance. Promptly following the Effective Date of this Agreement, Company will produce to Commission a certificate of insurance evidencing the same.

9. Reservation of Rights. Commission reserves for itself the free use of the Access Parcel in any manner not inconsistent with the terms of this Agreement.

10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties have signed this Temporary Access Agreement to be effective as of the Effective Date.

COMPANY:

Cressy & Everett Commercial Corporation,
doing business as Newmark Grubb Cressy & Everett,
an Indiana corporation



Edward Bradley, Senior VP and Principal

Dated: 11-15-17

COMMISSION:

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

4000.0000091 43253016.002

Exhibit 2 to Temporary Access Agreement

Description of Company Parcel

Lots Numbered Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22) and Twenty-three (23) as shown on the recorded Plat of William S. Vail's Addition to the Town, now City of South Bend; including that part of Railroad Avenue heretofore vacated lying South of and adjoining said Lots 22 and 23. Also, the entire vacated alley running East and West lying between Lots 20 and 21 as shown on the recorded Plat of William S. Vail's Addition to the City of South Bend; also, the East One-half (1/2) of Vacated Franklin Street lying West of and adjacent to said Lots 17 through 23.

Parcel Key Nos. 018-3012-0447 and 018-3012-0452

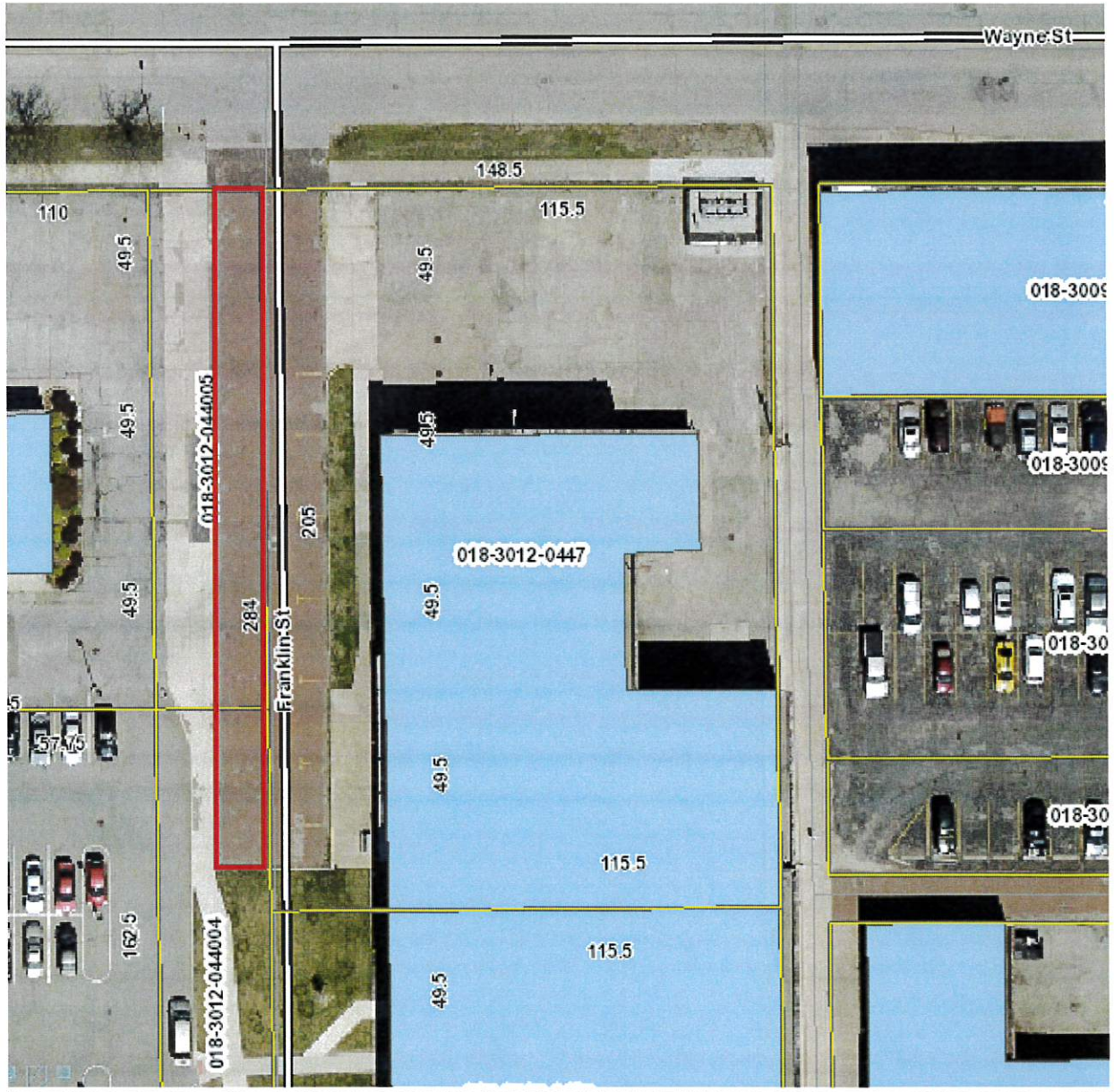
EXHIBIT E

Temporary Parking Lot Access Agreement

Exhibit 1 to Temporary Access Agreement

Description of Access Parcel

A parcel of real property located in the City of South Bend, Indiana, approximately depicted below and more particularly described as the eastern half of Outlot A and the northern forty-six (46) feet of the eastern half of Outlot B as said outlots are shown on the recorded plat of Vail's Subdivision (First Replat) recorded on October 4, 2013, as Document No. 1330638 in the Office of the Recorder of St. Joseph County.



TEMPORARY PARKING LOT ACCESS AGREEMENT

This Temporary Parking Lot Access Agreement (this "Parking Agreement") is made on _____, 2017 (the "Effective Date"), by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, of 1400 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601 (the "Commission"), and Cressy & Everett Commercial Corporation, doing business as Newmark Grubb Cressy & Everett, an Indiana corporation with its principal place of business at 4100 Edison Lakes Parkway, Suite 350, Mishawaka, Indiana 46545 (the "Company") (each a "Party," and collectively, the "Parties").

RECITALS

A. The Commission owns certain real property and improvements located within the River West Development Area of the City of South Bend, Indiana (the "City"), as more particularly described in attached **Exhibit 1** (the "Parking Lot").

B. In connection with its purchase of abutting real property from the Commission (the "Building" or the "Building Parcel"), and its redevelopment of the same, under the Parties' Real Estate Purchase Agreement dated May 11, 2017, as amended by the First Amendment To Real Estate Purchase Agreement dated July 27, 2017, and the Second Amendment To Purchase Agreement dated November 20, 2017 (collectively, the "Purchase Agreement"), the Company desires to have access to and use of the Parking Lot, and the Commission agrees to permit the same, subject to the terms and conditions stated in this Parking Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. License; Vehicular and Pedestrian Access. The Commission hereby grants to the Company a temporary license (the "License") to enter and use the Parking Lot exclusively for the parking of properly licensed passenger vehicles, including motorcycles, by the Company and the tenants and invitees of the Building, subject to the terms of this Parking Agreement. Effective at all times during the term of the License, the Commission hereby grants to the Company a non-exclusive, temporary license for vehicular and pedestrian access to and from the Building and its abutting sidewalk over and across Outlot B shown on the recorded plat of Vail's Subdivision (First Replat) recorded on October 4, 2013, as Document No. 1330638 in the Office of the Recorder of St. Joseph County (the "Pedestrian Access Area"). At all times during the term of the License, the Company will be responsible for all maintenance of the Pedestrian Access Area, including without limitation landscaping, mowing, clearance of snow and ice, and all other necessary work to keep the Pedestrian Access Area in a neat, clean, and safe condition. The Company will indemnify and hold harmless the Commission and the City from and against all claims, liabilities, damages, or losses arising out of the Company's or the Company's tenants' use of the Pedestrian Access Area.

2. Term; Termination. The term of the License will commence upon the Effective Date. The Commission may revoke and terminate the License (a) immediately, in the event the company fails to satisfy any of its obligations under the Purchase Agreement, (b) immediately, in

the event the Company or the Company's permitted assignee (under Section 16 of this Parking Agreement) ceases to own a controlling interest in the Building, or (c) after the time stated in Section 9 below, in the event the Company fails to cure a default under this Parking Agreement.

3. Parking Spaces; Modification. (a) The Parties mutually acknowledge that, as of the Effective Date of this Parking Agreement, the Parking Lot contains one hundred forty-seven (147) parking spaces. On the Effective Date of this Parking Agreement, the Company's License includes a right to use one hundred forty-seven (147) parking spaces in the Parking Lot, subject to reduction from time to time under the terms of this Section 3 (the "Company's Allotment"). Upon advance written notice, in the event the Commission determines in its sole and absolute discretion that the Parking Lot (or any portion thereof) is required for any development project or purpose involving the Commission or the City (the "Development Event"), the Commission may reduce the Company's Allotment of parking spaces to any number not less than sixty (60) parking spaces. Within thirty (30) days after receiving the Commission's notice of a Development Event reducing the Company's Allotment, the Company will provide written notice to the Commission stating whether the Company's Allotment, after reduction, is sufficient to accommodate its and its tenants' occupancy of the Building (the "Company's Notice"). If, after reduction, the Company's Allotment is insufficient to accommodate its and its tenants' occupancy of the Building, the Company's Notice will provide reasonable evidence, including without limitation evidence of leases or commitments for space in the Building, of the Company's need to obtain alternative parking accommodations and will state the number of spaces reasonably required (the "Alternative Spaces"). In defining the Company's reasonable need for the Alternative Spaces, the Company's Notice will acknowledge and account for all parking spaces located on the Building Parcel, which number at least nine (9) as of the Effective Date of this Parking Agreement. Upon receipt of the Company's Notice and satisfactory supporting evidence proving the need for the requested number of Alternative Spaces, the Commission will negotiate in good faith with the Company to provide to the Company access to the requested number of Alternative Spaces on one or more locations within a one-block radius of the Building (each an "Alternative Location"). The Parties' agreement for the Alternative Spaces will be reduced to a written amendment to this Parking Agreement or a separate, written agreement on terms mutually acceptable to the parties and substantially similar to the terms of this Parking Agreement. Following the Commission's notice of a Development Event and at all times thereafter, the maximum number of parking spaces the Company will be permitted to use under this Parking Agreement (the "Space Maximum"), whether such parking spaces are located at the Parking Lot or at an Alternative Location, will be the sum of (i) the number of spaces in the Company's Allotment, after reduction due to the Development Event, and (ii) the number of Alternative Spaces, if any, determined by the Commission following receipt of the Company's Notice and satisfactory supporting evidence, provided, however, that such Space Maximum will not exceed one hundred twenty (120) at any time following the Development Event.

(b) In the event the Commission offers the Company access to an Alternative Location lacking an existing parking surface, the Commission, at its sole cost, will improve the Alternative Location adequately to supply the number of Alternative Spaces determined by the Commission following receipt of the Company's Notice and satisfactory supporting evidence.

(c) In the event the Commission is required to provide the Company Alternative Spaces upon a Development Event under this Section 3, the Commission will give the Company access to the Alternative Spaces before the reduction of the Company's Allotment is effective.

(d) Notwithstanding anything in this Parking Agreement to the contrary, in the event the Company proposes to purchase the Parking Lot (or a portion of it) for purposes of constructing a new development thereon, such proposal will not be considered a Development Event (as defined above), and in the event such purchase is consummated, the Company will not be entitled to any Alternative Spaces under this Parking Agreement.

4. Acceptance of Parking Lot As-Is. The Company agrees to accept the Parking Lot "as-is, where-is" and without any representations or warranties by the Commission concerning its condition or fitness for any particular use or purpose. The Commission makes no such representation or warranty as to the Parking Lot's condition or fitness, and nothing in this Parking Agreement will be construed to constitute such a representation or warranty.

5. Maintenance. At all times during the term of the License, the Company will be solely responsible for maintaining the Parking Lot, all improvements on the Parking Lot, and all tree lawns and sidewalks on or abutting the Parking Lot in good condition and repair suitable for its use as a surface parking lot, including, without limitation, all expenses of surface maintenance, mowing, snow and ice removal, repairs, striping, parking barriers, and all other costs incidental to the use of the Parking Lot, tree lawns, and sidewalks.

6. Alterations. The Company will make no alterations, additions, or improvements ("Alterations") to the Parking Lot without obtaining the Commission's prior written consent to the same. To seek such consent, the Company must submit to the Director of Redevelopment Engineering (the "DRE") detailed plans and specifications, prepared by a licensed contractor, setting forth all of the Company's proposed Alterations. Following the Commission's approval (which may be rendered by the DRE on behalf of the Commission) of such plans and specifications, the Company will, at the Company's sole expense, carry out the Alterations in strict adherence to the plans and specifications submitted to and approved by the Commission or the DRE and will defend and indemnify the Commission against any liability arising out of any claim or lien against the Parking Lot in connection with such work. Any Alterations to the Parking Lot made by the Company will become the property of the Commission, without reimbursement or compensation of any kind to the Company for the value of such Alterations. At the termination of this Parking Agreement, the Commission may require the Company to remove, at the Company's sole expense, any Alterations the Company made to the Parking Lot, and the Company will defend and indemnify the Commission against any liability arising out of any claim or lien against the Parking Lot in connection with such removal.

7. Damage. To the extent that any portion of the Parking Lot is disturbed or damaged in connection with the Company's use of the Parking Lot, the Company, at the Company's sole expense, shall restore the Parking Lot to the condition that existed immediately prior to such disturbance or damage to the satisfaction of the DRE.

8. Storage; Hazardous Materials. At all times during the term of the License, the Company will keep the Parking Lot in neat and clean order. The Company agrees that it will not

store any supplies, materials, goods, or personal property of any kind on the Parking Lot. Without limiting the foregoing, the Company shall not, without the prior written consent of the Commission, cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted at the Parking Lot.

9. Default. If the Company fails to cure any failure in or default of any of its obligations or covenants under this Parking Agreement within ten (10) days after receiving from the Commission written notice of the same, the Commission may (a) terminate this Parking Agreement and prohibit the Company's access to the Parking Lot and/or (b) initiate any legal action or proceeding it deems appropriate to enforce the terms of this Parking Agreement and/or (c) pursue any other remedy available at law or in equity. All of the Commission's remedies will be cumulative.

10. Commission's Use. The Commission reserves the right to use the Parking Lot during the term of this Parking Agreement for any purpose that does not substantially interfere with or obstruct the Company's permitted use of the Parking Lot in accordance with the terms of this Parking Agreement, including, without limitation, (a) evening and weekend parking for events held in or around the facility known as Four Winds Field at Coveleski Stadium, and (b) parking for City employees during weekday business hours as agreed in advance by the Company and the Commission (or its designee).

11. Compliance. The Company agrees that it will, at its own expense, observe and comply with all applicable statutes, laws, ordinances, requirements, orders, rules, and regulations of all governmental authorities in relation to its use of the Parking Lot.

12. Security. The Company agrees that the Commission will not be liable for any loss, damage, destruction, or theft of the Company's (or the Company's employees') property or any bodily harm or injury that may arise from the Company's use of or access to the Parking Lot. The Company agrees that it will at all times be solely responsible for the safety and security of any property, including vehicles and their contents, the Company keeps or permits to be kept on the Parking Lot.

13. Indemnification. The Company agrees and undertakes to indemnify and hold the City and the Commission, and their respective agents, employees, successors, and assigns, harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which the City or the Commission may suffer or incur as a result of any claims or actions which may be brought by any person or entity arising out of the Company's use of the Parking Lot, except to the extent caused by the grossly negligent or willful acts or omissions of the City or the Commission. If any action is brought against the City or the Commission, or their respective agents, employees, successors, or assigns, in connection with the Company's use of the Parking Lot, the Company agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

14. Insurance. The Company, at the Company's sole expense, shall maintain during the term of the License a policy of commercial general liability insurance, or such other policy or policies of insurance against any and all claims for bodily injury, death, or property damage, arising out of the Company's use of the Parking Lot in an amount not less than Five Million Dollars

(\$5,000,000.00) per occurrence. The Company agrees to include the Commission and the City as additional insureds on any such policy and produce to the Commission a copy of each such policy evidencing the same. To the extent that the Commission or the City is harmed as a result of the Company's use of the Parking Lot, the Company hereby grants the Commission first priority on any proceeds received from the Company's insurance. Notwithstanding anything in this Parking Agreement to the contrary, neither the Commission nor the City waive any governmental immunity or liability limitations available to them under Indiana law.

15. Real Estate Taxes. The Company will be responsible for the payment of all real property taxes and assessments, of any nature whatsoever (the "Taxes") levied against any portion(s) of the Parking Lot for all periods during which said portion(s) are included in the Company's License. The Company will be responsible for the payment of all Taxes levied against any Alternative Location(s) for all periods during which said Alternative Location(s) are included in the Company's License. The Commission will have no liability for any Taxes associated with the Parking Lot, whether accruing during the term of the License or after the term of the License, and nothing in this Parking Agreement will be construed to require the proration or other apportionment of Taxes resulting in the Commission's liability therefor.

16. Assignment. The Company may not assign this Parking Agreement or the License granted herein to any other person or party without the Commission's prior written consent. Any attempt by the Company to assign or otherwise convey any interest in this Parking Agreement will be void and of no force or effect unless the Company first obtains the Commission's written consent. Notwithstanding the foregoing, the Commission will not unreasonably withhold its consent to a proposed assignment of this Parking Agreement by the Company to a third party (the "Proposed Assignee") if (i) the Proposed Assignee has purchased or is contractually obligated to purchase the Building, (ii) the Proposed Assignee's anticipated use of the Building will not materially increase the intensity of parking needs of the Building's users, and (iii) the Proposed Assignee demonstrates, to the Commission's reasonable satisfaction, that it is of sound financial condition and is capable of responsibly owning and managing the Building. In the event the Company wishes to obtain the Commission's consent regarding a proposed assignment of this Parking Agreement, the Company will provide any and all information reasonably demanded by the Commission in connection with the proposed assignment and/or the Proposed Assignee.

17. Title; No Lease or Easement. The Commission covenants that it is the sole owner in fee simple of the Parking Lot and has the lawful right to permit the Company to use it under this Parking Agreement. The Commission and the Company mutually agree and acknowledge that this Parking Agreement does not constitute a lease of or easement over the Parking Lot or any Alternative Spaces provided by the Commission in accordance with the terms of Section 3 above. This Parking Agreement grants the Company no interest of any kind in the Parking Lot except the License granted above and revocable in accordance with the terms of this Parking Agreement.

18. Interpretation; Governing Law. Both Parties having participated fully and equally in the negotiation and preparation of this Parking Agreement, this Parking Agreement shall not be more strictly construed, nor shall any ambiguities in this Parking Agreement be presumptively resolved, against either Party. This Parking Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

19. Entire Agreement. This Parking Agreement embodies the entire agreement between the Commission and the Company and supersedes all prior discussions, understandings, or agreements, whether written or oral, between the Commission (or any representative of the Commission) and the Company concerning the Company's use of the Parking Lot.

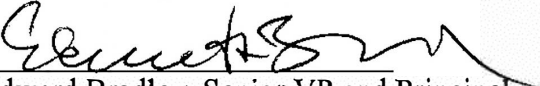
20. Authority; Counterparts; Signatures. Each undersigned person signing on behalf of his/her respective Party certifies that he/she is duly authorized to bind his/her respective Party to the terms of this Parking Agreement. This Parking Agreement may be separately executed in counterparts by the Commission and the Company, and the same, when taken together, will be regarded as one original agreement. Electronically transmitted signatures will be regarded as original signatures.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have each executed this Temporary Parking Lot Access Agreement to be effective as of the Effective Date stated above.

COMPANY:

Cressy & Everett Commercial Corporation,
doing business as Newmark Grubb Cressy & Everett,
an Indiana corporation


Edward Bradley, Senior VP and Principal
Dated: 11-15-67

COMMISSION:

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

4000.0000091 43253016.002

Exhibit 1 to Temporary Parking Lot Access Agreement

Description of Parking Lot

Lot B as shown on the recorded plat of Vail's Subdivision (First Replat) recorded on October 4, 2013, as Document No. 1330638 in the Office of the Recorder of St. Joseph County.

Parcel Key No. 018-3012-044002