

FOURTH AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This Fourth Amendment To Real Estate Purchase Agreement (this “Fourth Amendment”) is made effective as of January 24, 2019 (the “Effective Date”), by and between the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (“Seller”) and Franklin Street Technology Park LLC, an Indiana limited liability company with its principal place of business 814 Marietta Street, South Bend, Indiana 46601 (“Buyer”) (each a “Party” and together the “Parties”).

RECITALS

A. Buyer and Seller entered into that certain Real Estate Purchase Agreement, dated February 22, 2018 (“the “Purchase Agreement”), as subsequently amended on May 24, 2018 by that certain First Amendment to Real Estate Purchase Agreement (the “First Amendment”), on June 28, 2018 by that certain Second Amendment to Real Estate Purchase Agreement (the “Second Amendment”), and on September 13, 2018 by that certain Third Amendment to Real Estate Purchase Agreement (the “Third Amendment” and collectively, the “Agreement”), for the purchase and sale of the Property (as defined in the Purchase Agreement) located in the City of South Bend.

B. Buyer desires additional time to close on the purchase of the Property, and Seller wishes to provide Buyer with such additional time.

C. The Parties wish to further amend the Agreement as set forth herein.

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

1. Section 10.A. of the Agreement shall be deleted in its entirety and replaced with the following: “Unless this Agreement is earlier terminated, the Closing shall be held at the office of the Title Company, and the Closing Date shall be a mutually agreeable date not later than Three Hundred Thirty (330) days after the end of the Due Diligence Period.”

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

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

SIGNATURE PAGE FOLLOWS

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

BUYER:

Franklin Street Technology Park LLC,
an Indiana limited liability company

Charles S. Hayes, Managing Member

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