

**ASSIGNMENT AND ASSUMPTION OF ENVIRONMENTAL
INDEMNITY, REMEDIATION AND ACCESS AGREEMENT
WITH RESPECT TO CERTAIN PROPERTY**

THIS ASSIGNMENT AND ASSUMPTION OF ENVIRONMENTAL INDEMNITY, REMEDIATION AND ACCESS AGREEMENT WITH RESPECT TO CERTAIN PROPERTY (this "Assignment") is entered into effective as of December 1, 2021, by and between **GREAT LAKES CAPITAL DEVELOPMENT, LLC**, an Indiana limited liability company "Great Lakes"), **CATALYST THREE, LLC**, an Indiana limited liability company ("Catalyst" and collectively with Great Lakes, "Assignor") and **1173 SOUTH BEND, DST**, a Delaware statutory trust (together with its permitted successors and assigns, "Purchaser" or "Assignee").

Background

A. Great Lakes and the City of South Bend, Indiana (the "City"), acting through the South Bend Redevelopment Commission (the "Commission"), a department of the City, entered into that certain Environmental Indemnity, Remediation and Access Agreement (the "EIA Agreement") effective as of October 1, 2014. The EIA Agreement relates to the real property described as follows:

LOT NUMBERED SEVEN (7) IN THE RECORDED PLAT OF IGNITION PARK MAJOR SUBDIVISION, SECTION TWO, RECORDED JULY 1, 2014 AS INSTRUMENT NUMBER 1415380 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA ("RECORDER"), AS CORRECTED AND RE-RECORDED WITH THE RECORDER ON SEPTEMBER 18, 2014 AS INSTRUMENT NO. 1423192 (the "Tract").

B. Great Lakes subdivided the Tract into three lots ("Lots 1, 2 and 3", respectively) and conveyed Lot 3, as more fully described on Exhibit A attached hereto to Catalyst, an affiliate of Great Lakes.

C. Catalyst has entered into an agreement (the "Purchase Agreement") to sell Lot 3 to Assignee and, in connection with such sale, has agreed to assign all of its rights and obligations under the EIA Agreement, only as such rights and obligations affect Lot 3, to Assignee. The date that the purchase and sale transaction described in the Purchase Agreement is completed shall be referred to herein as the "Closing Date".

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

1. Assignment. As of the Closing Date, Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in, to and under the EIA Agreement, only with respect to the application of the EIA Agreement to Lot 3. Notwithstanding the foregoing or anything to the contrary contained herein, Assignor (a) retains all rights, title and interest in, to and under the EIA Agreement with respect to the application of the EIA Agreement to Lots 1 and 2, and (b) does not assign any rights or benefits under Sections 10 and 11 of the EIA to Assignee.

2. Assumption. Assignee hereby assumes and agrees to pay all sums, and perform, fulfill and comply with all covenants and obligations, which are to be paid, performed, fulfilled and complied with by the Assignor under the EIA Agreement solely as it relates to the ownership, use of and access to Lot 3 from and after the Closing Date.

3. Assignee's Indemnification of Assignor. Assignee shall and does hereby indemnify Assignor against, and agrees to hold Assignor harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the EIA Agreement solely as it relates to the ownership by Assignee of Lot 3, based upon or arising out of any breach or alleged breach of the EIA Agreement with respect to Lot 3 or this Assignment by Assignee occurring or alleged to have occurred after the Closing Date.

4. Assignor's Indemnification of Assignee. Assignor shall and does hereby indemnify Assignee against, and agrees to hold Assignee harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses, including but not limited to reasonable attorneys' fees ("Claims"), incurred in connection with the EIA Agreement, based upon or arising out of any breach or alleged breach of the EIA Agreement or this Assignment by Assignor relating to Lots 1 and 2 and, solely with respect to Lot 3, Claims occurring or alleged to have occurred under such EIA Agreement on or prior to and including the Closing Date.

5. Retained Rights and Obligations. Great Lakes and Assignee hereby acknowledge and agree that Great Lakes and or its affiliated entities retain title to Lots 1 and 2 and nothing contained herein shall affect the rights and obligations of Great Lakes under the EIA Agreement as they relate to Lots 1 and 2.

6. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

7. Counterparts. The parties agree that this Assignment may be executed by the parties in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Assignment. The parties acknowledge that Assignor has the right, under Section 15 of the EIA Agreement, to assign the same to Assignee provided the City does not reasonably object to such assignment ("No Objection"). Assignor and Assignee hereby agree to take all commercially reasonable actions that may be required to obtain the City's formal confirmation of No Objection to the assignment contemplated herein.

[Signature Page Follows]

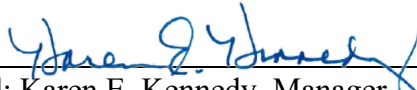
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth above.

“ASSIGNEE”

**1173 SOUTH BEND, DST,
A Delaware statutory trust**

By: 1173 South Bend ST, LLC, Delaware limited liability company

Its: Trustee

By: 
Printed: Karen E. Kennedy, Manager

“ASSIGNOR”

CATALYST THREE, LLC

By: Great Lakes Capital Management, LLC

Its: Manager

By: _____
Printed: Bradley J. Toothaker
Its: Managing Member

GREAT LAKES CAPITAL DEVELOPMENT,
LLC

By: _____
Printed: Bradley J. Toothaker
Its: Managing Member

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GREAT LAKES CAPITAL DEVELOPMENT,
LLC

By: _____

Printed: Bradley J. Toothaker

Its: Managing Member

**EXHIBIT A TO
Property Description**

The Land referred to herein below is situated in the County of St Joseph, State of Indiana, and is described as follows:

Parcel 1:

Lot Numbered Three (3) in the Recorded Plat of Ignition Park Minor Subdivision #1, Recorded October 28, 2014 as Instrument Number [1426954](#) in the Office of the Recorder of St. Joseph County, Indiana.

Parcel 2:

Non-Exclusive Easement for ingress and egress for the benefit of Parcel 1 as set forth in Declaration of Easements made by Catalyst One, LLC, an Indiana limited liability company, Catalyst Two, LLC, an Indiana limited liability company and Catalyst Three, LLC, an Indiana limited liability company, recorded December 17, 2019 as Instrument [2019-33487](#).