

## ESTOPPEL CERTIFICATE

RE: Terms, conditions and stipulations contained in an unrecorded Parking Lease made by and between the South Bend Redevelopment Commission, governing body of the Department of Redevelopment of the City of South Bend, Indiana (“**Lessor**”) and The LaSalle Apartments, LLC, an Indiana limited liability company (“**Lessee**”), dated April 21, 2015; as amended by a First Amendment to Parking Lease made between Lessor and Lessee, dated April 13, 2018, and as evidenced by Memorandum of Parking Lease, dated April 21, 2015, recorded, May 1, 2015 as Instrument Number 1510364 of the St. Joseph County, Indiana Recorder's Office (collectively, the “**Lease Agreement**”).

LaSalle Partners RA, LLC, an Indiana limited liability company (“**Purchaser**”), has entered into a certain Purchase and Sale Agreement with Lessee for that certain multifamily apartment complex commonly known as The LaSalle Apartments located at 237 North Michigan Street, South Bend, Indiana 26601 and legally described in Exhibit “A” attached hereto and made a part hereof (the “**Property**”).

The Purchaser and Citibank, N.A., as Trustee for the Registered Holders of Barclays Commercial Mortgage Securities LLC, Multifamily Mortgage Pass-Through Certificates, Series 2018-K1506, Merchants Capital Corp., an Indiana corporation and Federal Home Loan Mortgage Corporation, their successors and assigns (the “**Purchaser’s Lender**”) have examined title to the Property and established that the Lease Agreement affects the Property.

Purchaser and Purchaser’s Lender have requested that the Lessor execute and deliver this estoppel certificate (“**Estoppel Certificate**”) and understand that the Purchaser is relying on the following statements in purchasing the Property from the Lessee and that the Purchaser’s Lender is relying on the statements herein in connection with providing financing to the Purchaser.

Lessor hereby certifies that:

1. The Property is subject to and governed by the terms of the Lease Agreement and that other than the recorded amendments and supplements of public record, the Lease Agreement has not been amended or terminated and remains in full force and effect;
2. To Lessor’s knowledge, no uncured default, event of default, or breach by Lessee exists under the Lease Agreement and no facts or circumstances exist that, with the passage of time or the giving of notice, or both, will or could constitute default, an event of default, or breach by the Lessee under the Lease Agreement. Furthermore, Lessee has not received any written notice of default from Lessor under the Lease Agreement.
3. As of the date hereof, no rent or additional rent is due from Lessee under the Lease.
4. All costs and expenses, if any, for the maintenance and repair of the Premises and any improvements have been paid in full to date.

**[NO FURTHER TEXT ON THIS PAGE.]**

This Estoppel Certificate has been executed this 26th day of May 2022.

**LESSOR:**

SOUTH BEND REDEVELOPMENT COMMISSION,  
governing body of the Department of Redevelopment of the  
City of South Bend, Indiana

By: \_\_\_\_\_  
Marcia I. Jones, President

Attest: \_\_\_\_\_  
Troy Warner, Secretary

## EXHIBIT "A"

### **Parcel 1** (Fee)

A part of the West Half of the Northwest Quarter of Section 12, T 37 N, R 2 E. Also known as Lot #1 in the recorded plan of the Original Plat of the Town, now City of South Bend Portage Township, City of South Bend, St. Joseph County, Indiana.

### **Parcel 2:** (Leasehold)

A part of the West Half of the Northwest Quarter of Section 12, Township 37 North, Range 2 East, also known as Lots #2, #3 and #10 in the recorded plan of the Original Plat of the Town (now City) of South Bend Portage Township, City of South Bend, St. Joseph County, Indiana.