

**FIRST AMENDMENT TO  
REAL ESTATE PURCHASE AGREEMENT**

This FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT (this “**Amendment**”) is made and entered into to be effective as of the 26<sup>th</sup> day of May, 2022, by and between South Bend Redevelopment Commission (“**Seller**”), as Seller, and RealAmerica Development, LLC, an Indiana limited liability company (“**Purchaser**”), as Purchaser.

**RECITALS**

A. Seller and Purchaser entered into that certain Real Estate Purchase Agreement, dated effective as of July 22, 2021 (the “**Agreement**”), for the purchase and sale of certain real property located in the in St. Joseph County, City of South Bend, State of Indiana as more particularly described in Exhibit A of the Agreement (the “**Real Estate**”). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

B. Seller and Purchaser now desire to amend the Agreement in order to provide for an extension of the Investigation, Buyer’s Contingency and Closing date thereunder and to address certain other matters, all as set forth hereunder.

**AGREEMENT**

NOW, THEREFORE, in consideration of these premises, and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. **Recitals.** The recitals set forth above, including each and every recital contained therein, are incorporated into and made a part of this Amendment as though fully set forth herein.

2. **Amendments.** The Agreement is hereby amended as follows:

a) Buyer’s Contingency of a LIHTC Reservation. The Agreement is hereby amended as necessary to provide that the third full sentence in paragraph 4 (b) shall be amended and replaced with the following:

“Buyer represents that IHEDA intends to accept project applications on or around July 25, 2022 and announce reservations ("Reservation") on or about November 17, 2022, but in no event later than December 31, 2022.”

b) Extension of Contingency Date. The Agreement is hereby amended as necessary to provide that the Contingency Date (as such term is used and defined in the Agreement) solely as it relates to matters specified in Paragraph 4 (c) of the Agreement is hereby extended until 11:59 p.m. on March 31, 2023.

c) Closing. The last full sentence of Paragraph 7 (a) of the Agreement shall be amended and replaced with the following:

“The "Closing Date" shall be April 30, 2023, or such earlier or later date as may be agreed to in writing by Seller and Buyer.”

3. **Entire Agreement; Conflict.** Except as otherwise stated herein, all other terms, conditions and agreements contained in the Agreement remain unmodified and in full force and effect. To the extent a conflict exists between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.


4. **Counterparts; Electronic or Facsimile Transmission.** This Amendment may be executed in counterparts which, when combined, shall constitute one instrument. The electronic or facsimile transmission of a signed counterpart of this Amendment shall be binding upon the party whose signature is contained on the transmitted copy.

**[Signature Page Follows.]**

IN WITNESS WHEREOF, Purchaser and Seller have executed this First Amendment to Real Property Purchase Agreement to be effective as of the date set forth above.

“PURCHASER”:

RealAmerica Development, LLC

By:   
\_\_\_\_\_ Ronda Shrewsbury, President

“SELLER”:

South Bend Redevelopment Commission

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

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