

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated effective September 16, 2021 ("Effective Date"), is made by and among **410 W Wayne Street LLC**, an Indiana limited liability company ("Assignor"), **Bear Brew LLC**, an Indiana limited liability company ("Assignee") and the **South Bend Redevelopment Commission**, governing body of the **Department of Redevelopment of the City of South Bend, Indiana** ("Commission").

WITNESSETH:

WHEREAS, Assignor assumed the obligations and interest in a Real Estate Purchase Agreement, as amended (the "Agreement"), on October 28, 2016 from Chris Gerard d/b/a Bare Hands Brewery; and

WHEREAS, Assignor transferred the Property, as that term is defined in the Agreement, to the Assignee on or about September 16, 2021; and

WHEREAS, Assignor desires to transfer its rights and obligations under the Agreement to Assignee and the Assignee desires to assume the rights and obligations thereunder; and

WHEREAS, in accordance with Section 18 of the Agreement, the Agreement may not be assigned without the prior written consent of the Commission.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignee and Assignor hereby agree as follows:

1. Recitals; Capitalized Terms. The recitals to this Assignment are fully incorporated by this reference as if set forth herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. Assignment and Assumption.

(a) Effective as of the Effective Date, Assignor hereby transfers, assigns, conveys and delegates to Assignee all of Assignor's right, title, interest, liabilities, and obligations in, to, and under the Agreement.

(b) Effective as of the Effective Date, Assignee hereby accepts such assignment and assumes from Assignor all right, title, interest, liabilities and obligations under the Agreement arising on the Effective Date and thereafter, and agrees to pay, perform, and discharge, when due, all of such liabilities and obligations thereunder.

3. Representations and Warranties. Each party hereto hereby represents and warrants to the other that it has been duly authorized to execute and deliver this Assignment and that this Assignment constitutes the legal, valid and binding obligation of such party and is enforceable against such party in accordance with its terms.

4. Modifications to the Agreement. As of the Effective Date, Section 1 of the Agreement is modified to reflect the Seller's Representative as:

Caleb Bauer, Acting Executive Director
Department of Community Investment
227 W Jefferson Blvd., Ste 1400S
South Bend, IN 46601

and Buyer's Representative as:

Bear Brew LLC
Attn. Chris Gerard
12804 Sandy Ct.
Granger, IN 46530

5. Consent. The Commission hereby consents to the assignment of the Agreement by Assignor to Assignee as of the Effective Date and agrees to recognize the Assignee as of the Effective Date as the "Buyer's Representative" thereunder.

6. Governing Law. The internal laws of the State of Indiana applicable to contracts made and wholly performed therein shall govern the validity, construction, performance and effect of this Assignment.

7. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors in interest and assigns.

8. Headings. The subject headings or captions of the paragraphs in this Assignment are inserted for convenience of reference only and shall not affect the meaning, construction or interpretation of any provisions contained herein. All terms herein are equally applicable to both the singular and plural forms of such terms.

9. Counterparts. This Assignment may be signed by facsimile or other electronic transmission and/or in one or multiple counterparts, with each counterpart having the same force and effect as if this single instrument were executed by each of the parties hereto and delivered to the other party.

10. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Assignment.

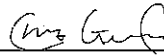
11. Severability. If any provision of this Assignment shall be held invalid, illegal, or unenforceable, the validity, legality or enforceability of the other provisions of this Assignment shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

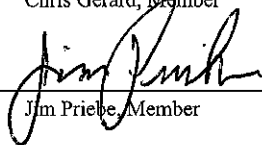
12. Further Assurances. The parties hereto agree to execute such further documents and agreements as may be necessary or appropriate to effectuate the purpose of this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the date first above written.

ASSIGNOR:

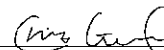
410 W WAYNE STREET LLC

By: 
Chris Gerard, Member

By: 
Jim Priebe, Member

ASSIGNEE:

BEAR BREW LLC

By: 
Chris Gerard, Member

AGREED, ACKNOWLEDGED AND CONSENTED TO:

By its signature below, the Department of Redevelopment of the City of South Bend, Indiana ("Commission") hereby contents to the assignments, assumptions, and terms contained in this Assignment and Assumption Agreement as of the date first above written.

COMMISSION:

SOUTH BEND REDEVELOPMENT COMMISSION

By: _____
Marcia Jones, President

Attest: _____
Troy Warner, Secretary

Date: _____