

SECOND AMENDMENT TO AGREEMENT TO BUY AND SELL REAL ESTATE

This Second Amendment to Agreement to Buy and Sell Real Estate ("Second Amendment") is made and entered into effective as of December 8, 2015 by and between (i) Cohn & Cohn Investments, LLC (the "Purchaser") and (ii) City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission (the "Seller").

WITNESSETH:

WHEREAS, the Purchaser and Seller have entered into that certain Agreement to Buy and Sell Real Estate dated July 30th, 2015 ("Agreement") for the purchase and sale of the certain real property situated in the City of South Bend, State of Indiana and more particularly described in the Agreement, consisting of +/- 5 acres, more or less, identified as Lot 6 on Exhibit "A", together with all rights and appurtenances pertaining to such real property, all as defined in the Agreement; and

WHEREAS, the parties hereto desire to amend the terms and conditions of the Agreement, all as set forth herein; and

WHEREAS, the parties acknowledge that the Due Diligence Commencement Date under Section 3.B. of the Agreement was July 30, 2015.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. Due Diligence Period. To extend the Due Diligence Period through March 1, 2016, Section 3.C. of the Agreement is amended to read as follows: "Buyer shall have a period of two hundred fifteen (215) days following the Due Diligence Commencement Date to complete its examination of the Property in accordance with this Section 3 (the "Due Diligence Period")."

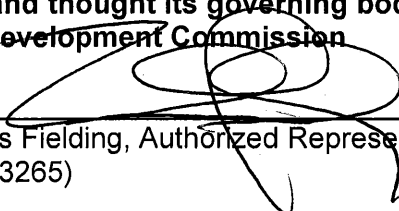
3. Ratification of Agreement. All other terms of the Agreement except as expressly modified by this Second Amendment are hereby ratified and affirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment is hereby executed as of the date first above written.

PURCHASER: Cohn & Cohn Investments, LLC

By: _____

**SELLER: City of South Bend, Department of Redevelopment,
by and through its governing body, the South Bend
Redevelopment Commission**

By:  12/1/15
Chris Fielding, Authorized Representative (pursuant to Resolution
No. 3265)

Ratified on _____, 2015.

SOUTH BEND REDEVELOPMENT COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

4000.0000047 37655225.001

Exhibit "A"

UNKV. DATA

POINT	COORD	BEARINGS	DI. FT.
101	193.20	S 89° 51' 24" E	1353.65
102	478.81	S 89° 51' 24" E	1353.65
103	182.22	S 89° 51' 24" E	1353.65
104	153.33	S 89° 51' 24" E	1353.65
105	164.24	S 89° 51' 24" E	1353.65
106	11.12	S 89° 51' 24" E	1353.65
107	184.82	S 89° 51' 24" E	1353.65
108	326.02	S 89° 51' 24" E	1353.65

ANALYSIS OF COVENANTS AND THE FOR THE BLACKBURN CORPORATE OFFICE OF THE ST. JOSEPH COUNTY RECORDS UNDER INSTRUMENT NUMBER 183494. THE ESTABLISHMENT OF A T ALONG ALL RIGHTS-OF-WAY IS A NICHOLS

UNLESS AND SUBJECT TO THE DEVELOPER OF SAID SUBDIVISION THE DEVELOPER RESERVES THE RIGHT TO IN COMPLIANCE WITH THE CITY IN ORDER TO PROVIDE FOR THE PLATS OR STRUCTURES WITHIN THE DISTRICTS OF THE OVERALL IN PROJECT DEVELOPMENT. THE TAD EXCEPTS THEIR SUCCESSORS TAX SUBJECT TO SAID USE OF THE EXISTING STRUCTURES UNDER THE CREATED IN THIS SUBDIVISION.

PROPOSES TO USE MUNICIPAL WATER S THEY ARE LOCATED ADJACENT TO OF NIMITZ PARKWAY. THE COMMON AL WATER LINES AND SANITARY WAY OF CRESCENT CIRCLE TO SERVE

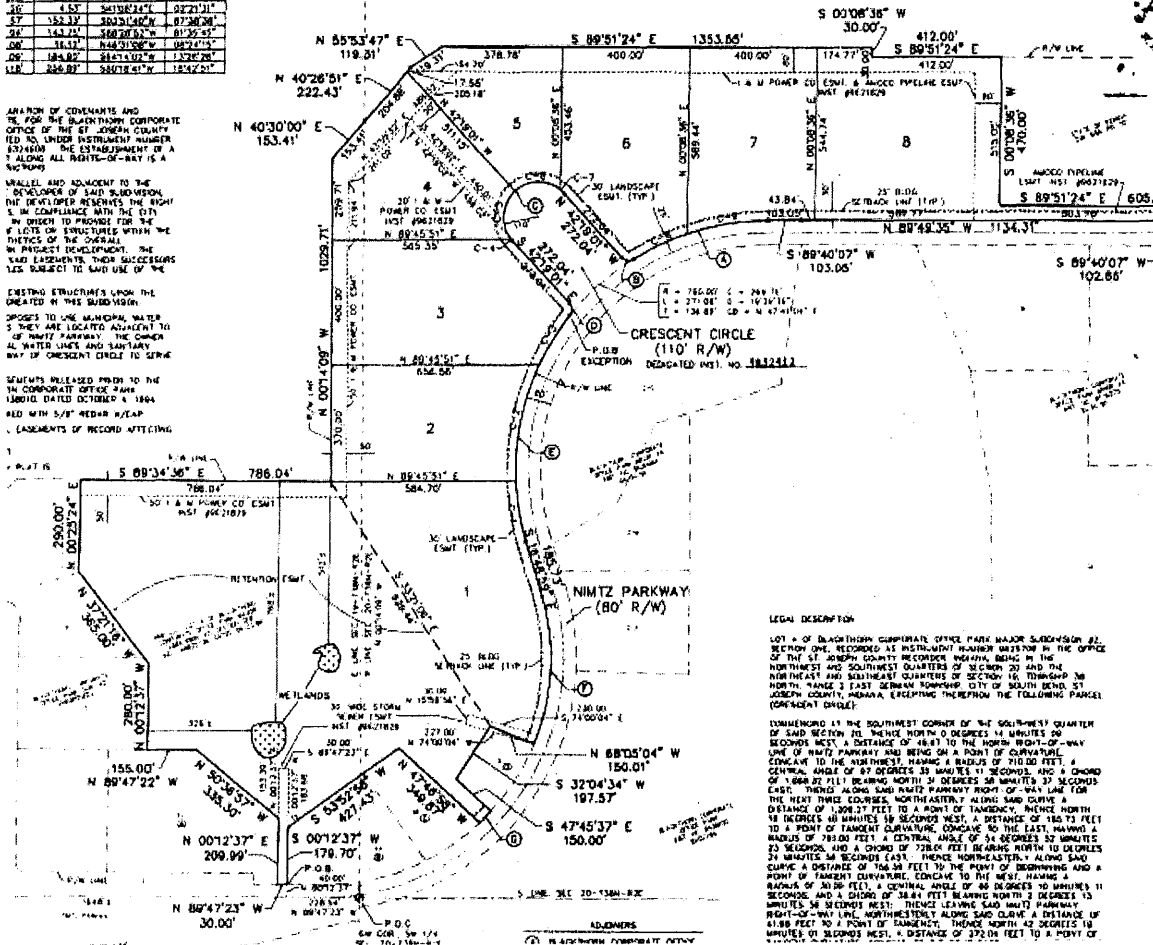
PERMITS RELEASED FROM THE IN CORPORATION OFFICE HAVE LABILED DATED OCTOBER 4, 1994

RED WITH 5/8" RED INK / EAP

LABORATORY OF RECORD ATTICING

INDIANA EAST-WEST TOLLROAD (I-80/90)

Robert Smith
SECRETARY OF THE COMMISSION
ROBERT W. SMITH



LEGAL DESCRIPTION

LOT 4 OF BLACKBURN CORPORATE OFFICE PARK MAJOR SUBDIVISION 22, SECTION ONE, RECORDED AT INSTRUMENT NUMBER 183494 IN THE OFFICE OF THE ST. JOSEPH COUNTY RECORDS HEREIN, BEING IN THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 20 AND THE NORTHEAST AND SOUTHWEST QUARTERS OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 3 EAST, DEERBARK TOWNSHIP, CITY OF SOUTH BEND, ST. JOSEPH COUNTY, INDIANA, EXCEPTING THEREFROM THE FOLLOWING (CONVEYANT) PARCELS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTH-WEST QUARTER OF SAID SECTION 20, THENCE NORTH 0 DEGREES 14 MINUTES 00 SECONDS WEST, A DISTANCE OF 48.81 TO THE NORTH RIGHT-OF-WAY LINE OF NIMITZ PARKWAY, SAID BEING ON A POINT OF CURVATURE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 710.00 FEET, A CENTRAL ANGLE OF 87 DEGREES 33 MINUTES 11 SECONDS, AND A CHORD OF 1.068 27 FEET BEARING NORTH 31 DEGREES 37 MINUTES 32 SECONDS EAST, THENCE ALONG SAID NIMITZ PARKWAY RIGHT-OF-WAY LINE FOR THE NEXT THREE CORNERS, NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 1,308.27 FEET TO A POINT OF TANGENCY, THENCE NORTH 18 DEGREES 40 MINUTES 58 SECONDS WEST, A DISTANCE OF 180.73 FEET TO A POINT OF FANCIER CURVATURE, CONCAVE TO THE EAST, HAVING A RADIUS OF 783.00 FEET, A CENTRAL ANGLE OF 94 DEGREES 37 MINUTES 23 SECONDS, AND A CHORD OF 128.81 FEET BEARING NORTH 10 DEGREES 24 MINUTES 38 SECONDS EAST, THENCE NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 756.38 FEET TO THE POINT OF BEGINNING AND A POINT OF FANCIER CURVATURE, CONCAVE TO THE WEST, HAVING A RADIUS OF 30.88 FEET, A CENTRAL ANGLE OF 88 DEGREES 40 MINUTES 11 SECONDS, AND A CHORD OF 38.84 FEET BEARING NORTH 2 DEGREES 15 MINUTES 36 SECONDS WEST, THENCE LEAVING SAID NIMITZ PARKWAY RIGHT-OF-WAY LINE, NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 61.88 FEET TO A POINT OF BEGINNING, THENCE NORTH 42 DEGREES 18 MINUTES 01 SECONDS WEST, A DISTANCE OF 272.08 FEET TO A POINT OF