

SIXTH AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This Sixth Amendment to Real Estate Purchase Agreement (“Sixth Amendment”) is made effective as of March 31, 2022 (the “Effective Date”) by the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Seller”) and Bear Brew LLC (“Buyer” and collectively with the Seller, the “Parties”). Each of the Parties may be referred to in this Amendment as a “Party.”

Recitals

A. The Parties entered into a Real Estate Purchase Agreement, dated August 25, 2016, as the same was amended by a First Amendment to Real Estate Purchase Agreement, dated October 27, 2016, a Second Amendment to Real Estate Purchase Agreement, dated December 15, 2016, a Third Amendment to Real Estate Purchase Agreement, dated January 9, 2020, a Fourth Amendment to Real Estate Purchase Agreement, dated effective July 9, 2020, a Fifth Amendment to Real Estate Purchase Agreement, dated effective September 20, 2020 (collectively, the “REPA”), in which the Seller agreed to sell and the Buyer agreed to purchase and develop certain real property located at 331 W. Wayne St., South Bend, Indiana (the “Property”).

B. The Parties again desire to modify certain portions of the REPA.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained in this Sixth Amendment and the REPA and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Section 12.A.v. of the REPA entitled "Commencement of Development" shall be deleted in its entirety and replaced with the following:

v. Commencement of Development. Buyer shall commence construction at the Property no later than September 1, 2022 (the “Project Commencement Date”). Buyer shall also complete a rough-in inspection with the Building Department prior to February 1, 2023 (the “Project Rough-In Inspection Date”). If the Project Commencement Date or Project Rough-In Inspection dates are not met then the Buyer shall immediately execute the Warranty Deed attached as Exhibit D and return the Property to the Seller, without any right to compensation from Seller. Buyer shall remain liable for any property taxes and assessments due and owing on the Property on and prior to the transfer date.

2. Section 12.A.vi. of the REPA entitled "Completion of Development" shall be deleted in its entirety and replaced with the following:

vi. *Completion of Development.* Buyer shall complete the improvements to the Property, which are referred to in Section 12.A.i. of the REPA, as evidenced by the issuance of a Certificate of Occupancy, no later than September 1, 2023 (the "Project Completion Date").

3. Section 12.C. of the REPA entitled "Reversion" shall be revised to delete the phrase "12.A.v." from the 5th line thereof.

4. Unless expressly modified by this Sixth Amendment, the terms and provisions of the REPA remain in full force and effect.

5. Capitalized terms used in this Sixth Amendment will have the meanings set forth in the REPA unless otherwise stated herein.

IN WITNESS WHEREOF, the undersigned have executed this Sixth Amendment as of the date set forth after their signatures.


SOUTH BEND REDEVELOPMENT COMMISSION

By: _____
Marcia I. Jones, President

ATTEST: _____
Tory Warner, Secretary

Date: May ____, 2022

BEAR BREW LLC

:  _____
: _____ Christopher Gerard _____

It: _____ Sole Owner _____

Date: _____ 07/02/2022 _____

EXHIBIT D

Warranty Deed

AUDITOR'S RECORD

TRANSFER NO. _____
TAXING UNIT _____
DATE _____
KEY NO. 018-3012-044003

WARRANTY DEED

THIS INDENTURE WITNESSETH, that **Bear Brew LLC**, an Indiana limited liability company, with an address of 12804 Sandy Ct., Granger, Indiana 46530 (the "Grantor") CONVEYS AND WARRANTS to the **City of South Bend, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission**, 1400 S. County-City Building, 227 W. Jefferson Boulevard, South Bend, Indiana (the "Grantee"), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the real estate located in St. Joseph County, Indiana and more particularly described as

Lot A as shown on the plat of Vail's Subdivision (First Replat), recorded on October 4, 2013, as Document No. 1330638 in the Office of the Recorder of St. Joseph County, Indiana.

Parcel Key No. 018-3012-044003
Commonly Known as 331 W. Wayne St., South Bend, IN

(the "Property").

The Grantor hereby conveys the Property to the Grantee free and clear of all leases or licenses; subject to real property taxes and assessments accruing after the date of conveyance; subject to all easements, covenants, conditions, restrictions, and other matters of record; subject to rights of way for roads and such matters as would be disclosed by an accurate survey and inspection of the Property.

The undersigned person executing this deed on behalf of the Grantor represents and certifies that he is a duly authorized representative of the Grantor and has been fully empowered, by proper action of the governing body of the Grantor, to execute and deliver this deed, that the Grantor has full corporate capacity to convey the real estate described herein, and that all necessary action for the making of such conveyance has been taken and done.

Signature Page Follows

GRANTOR:

BEAR BREW LLC

By: _____
Chris Gerard, Member

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Chris Gerard, known to me to be a Member of Bear Brew LLC and acknowledged the execution of the foregoing Warranty Deed being authorized so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the ____ day of September 2022.

_____, Notary Public
Resident of _____, Indiana
Commission expires: _____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. _____

This instrument was prepared by Sandra L. Kennedy, Corporation Counsel, County-City Building, 227 W Jefferson Blvd., Ste. 1200S, South Bend, IN 46601.