

## **REAL ESTATE PURCHASE AGREEMENT**

This Real Estate Purchase Agreement (this “Agreement”), is effective as of March 28, 2024 (the “Effective Date”), by and between, Beacon Health System, Inc., an Indiana nonprofit corporation, with offices at 3245 Health Drive, Granger, Indiana 46530 (“Beacon”), Memorial Hospital of South Bend, Inc. and Beacon Medical Group, Inc. (f/k/a Memorial Health System, Inc.), each a subsidiary of Beacon, with offices at 615 N. Michigan Street, South Bend, Indiana 46601 (together, “Memorial”), Great Lakes Capital Development, LLC, an Indiana Limited Liability Company, with offices at 7410 Aspect Drive, Suite 100, Granger, IN 46530 (“GLC”), and the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Commission”) (each, a “Party,” and collectively, the “Parties”).

### **RECITALS**

WHEREAS, Beacon and/or Memorial own certain real property located in South Bend, Indiana, more particularly described in attached **Exhibit A** (the “Parcels”); and

WHEREAS, the Parties have engaged in negotiations pertaining to certain future development projects that will be constructed on and around the Parcels; and

WHEREAS, the Commission exists and operates under the provisions of the Redevelopment of Cities and Towns Act of 1953, as amended (I.C. 36-7-14 *et seq.*, the “Act”); and

WHEREAS, the Act further provides that the clearance, replanning, and redevelopment of redevelopment areas are public uses and purposes for which public money may be spent; and

WHEREAS, Beacon and Memorial desire to sell the Parcels by executing and delivering deeds to GLC, in the forms attached hereto as **Exhibit B**; and

WHEREAS, in furtherance of the future development projects and as additional consideration for the transfer of the Parcels for such development, concurrently with the execution of this Agreement, the Commission and Beacon shall enter into, or cause the execution of a certain Development Agreement (the “Beacon Development Agreement”), and also concurrently with the execution of this Agreement, the Commission and GLC shall enter into, or cause the execution of a certain Development Agreement (the “GLC Development Agreement”); and

WHEREAS, the Parties acknowledge the transfer of the Parcels as contemplated by this Agreement is inextricably linked to the successful completion of both the Beacon Development Agreement and the GLC Development Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations stated in this Agreement, the adequacy of which is hereby acknowledged, the Parties agree as follows:

## **SECTION 1. INTERPRETATION, TERMS AND RECITALS.**

### 1.1 Interpretation.

(a) The terms “herein,” “hereto,” “hereunder,” and all terms of similar import shall be deemed to refer to this Agreement as a whole rather than to any Article of, Section of, or Exhibit to this Agreement.

(b) Unless otherwise specified, references in this Agreement to (i) “Section” or “Article” shall be deemed to refer to the Section or Article of this Agreement bearing the number so specified, (ii) “Exhibit” shall be deemed to refer to the Exhibit of this Agreement bearing the letter or number so specified, and (iii) references to this “Agreement” shall mean this Agreement and any exhibits and attachments hereto.

(c) Captions used for or in Sections, Articles, and Exhibits of this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

(d) The terms “include”, “including” and “such as” shall each be construed as if followed by the phrase “without being limited to.”

1.2 Recitals. The Recitals set forth above are incorporated into and are a part of this Agreement for all purposes.

## **SECTION 2. PURCHASE OF THE PARCELS.**

2.1 Generally. On June 28, 2024, or an earlier date or later date agreed by the Parties in writing, (the “Closing Date”), Beacon and/or Memorial will convey to GLC the Parcels, as further described in Exhibit A, for One Dollar (\$1.00) (the “Purchase Price”) and other valuable consideration as set forth in this Agreement, by executing and delivering a deed to GLC or an entity designated and controlled by GLC, in the forms attached hereto as Exhibit B.

2.2 Other Terms and Conditions. The purchase of the Parcels is further subject to the following terms and conditions:

(a) Due Diligence. GLC may, at its sole expense, conduct reasonable survey, inspection, and examination of the Parcels related to zoning and land use matters, environmental matters, and real property title matters (“Due Diligence”); however, GLC shall not conduct any invasive testing at the Parcels without Beacon and/or Memorial’s express prior written consent. GLC shall have a period of forty-five (45) days following the Effective Date to complete its Due Diligence (the “Due Diligence Period”). GLC may provide written notice to Beacon and/or Memorial that it waives the remainder of the Due Diligence Period. Upon such written notice, Beacon/Memorial and GLC may proceed to Closing prior to the expiration of the Due Diligence period described in this Section. If GLC determines defects exist as revealed by title, survey, or environmental reports, GLC shall so notify Beacon and/or Memorial, and Beacon and/or Memorial shall have a

reasonable period of time, not to exceed thirty (30) days, after the receipt of that notice to cure the defects, and will, in good faith, exercise due diligence to do so. Upon curing said defects, the transaction will be closed within a reasonable time not to exceed thirty (30) days after GLC agrees in writing that the defects are cured. If the defects are not cured within the above required time, GLC shall have the right to terminate this Agreement by written notice as provided in Section 5.5 (“Notices and Demands”) and the remaining provisions in this Agreement shall be null and void.

(b) Preservation of Title. After the Execution Date, Beacon and/or Memorial shall not take any action or allow any action to be taken by others to cause the properties to become subject to any interests, liens, restrictions, easements, covenants, reservations, or other matters affecting title.

(c) Title and Abstract Costs. GLC shall be responsible for its own title or abstract costs related to its due diligence investigation of the Parcels as contemplated by this Section 2.

(d) Documents Pertaining to the Properties. Promptly after the Effective Date, Beacon and/or Memorial shall provide GLC with a copy of all known environmental inspection reports, engineering titles, and survey reports and documents in its possession relating to the Parcels. The Commission shall also provide GLC with a copy of all known reports pertaining to the Parcels in its possession.

(e) Closing Date. The closing of the transaction contemplated by this Section shall occur on the date mutually agreed upon by the Parties, occurring no later than June 28, 2024 subject to such extension as provided above for cure of title or related matters. At closing, Beacon and/or Memorial shall deliver to GLC (i) a Declaration of Restrictive Covenant imposing certain rights and restrictions with respect to competitive use of the Parcels (“Restriction”), and (ii) the deeds in the forms attached hereto as **Exhibit B** conveying the Parcels to GLC, subject to the Restriction, and GLC shall deliver to Beacon and/or Memorial the Purchase Price. Possession of the Parcels shall be delivered at closing, in the same condition as each existed on the Effective Date, ordinary wear and tear and casualty excepted. Each Party shall be responsible for an equal share of the closing and/or document preparation fees of the title company utilized, and all county recorder costs associated with the transactions contemplated in this Agreement.

(f) Taxes. Beacon and/or Memorial shall be responsible for all real property taxes related to the Parcels accruing through the Closing Date, if any, even if such taxes are not yet due and payable. GLC shall be responsible for all real property taxes accruing against the transferred property after the Closing Date, if any.

(g) Commissions. The Parties mutually acknowledge and warrant to one another that no Party is represented by any broker in connection with the transaction contemplated in this Agreement. The Parties agree to reimburse each other for any claim

for commissions charged by a broker in connection with the transaction contemplated in this Agreement.

(h) Temporary License Agreement. At closing, GLC and Beacon and/or Memorial shall execute a license agreement (“Temporary License Agreement”) for Beacon and/or Memorial’s temporary use of the paved parking area on for purposes of employee parking on the following parcels: Tax ID Nos. 018-1003-0095, 018-1003-0094, 018-1003-0093, 018-1003-0092, 018-1003-0100, 018-1003-0102, 018-1003-0101, 018-1003-0103, 018-1003-0111, 018-1003-0107, and 018-1003-0125. The Temporary License Agreement shall provide that Beacon and/or Memorial remain responsible for all costs of snow plowing, maintaining and insuring the Parcels and contain customary representation and indemnity of GLC and the Commission regarding any such use or injuries on such Parcels. The term of the Temporary License Agreement will remain in effect until such time as redevelopment activity commences on the site, and Beacon and/or Memorial provides its written consent to the termination of the Temporary License Agreement, which shall not be unreasonably withheld. GLC shall provide at least thirty (30) days advance notice of its intent to terminate the Temporary License Agreement. Notwithstanding the foregoing or anything to the contrary contained herein, in no event shall the Temporary License Agreement be terminated prior to the construction of the surface parking lot and ancillary projects associated therewith, as set forth in the Beacon Development Agreement.

(i) Other Agreements. In furtherance of the future development projects, concurrently with the execution of this Agreement, the Commission and Beacon shall enter into, or cause the execution of the Beacon Development Agreement, and concurrently with the execution of this Agreement, the Commission and GLC shall enter into, or cause the execution of the GLC Development Agreement. In the event that either of these agreements are not executed, this Agreement shall become null and void.

2.3 Post Closing Obligations. After the Closing, the following obligations will also be in effect:

(a) Ground Lease. GLC and the Commission shall enter into a ground lease agreement, as contemplated in the GLC Development Agreement, upon which the Commission shall construct new parking garages (the “Parking Garages”).

(b) Restriction of Competitive Uses. Due to the close proximity of the Parcels to the property generally located at 615 N. Michigan Street, South Bend, Indiana, and more particularly identified as Parcel Nos. 71-08-01-305-001.000-025 and 71-08-01-305-019.000-026, which is owned by Memorial and operated by Beacon (“Hospital Site”), Beacon desires to restrict certain competitive uses (“Competitive Uses”) from being performed on the Parcels by businesses that are not affiliated with Memorial or Beacon. “Competitive Uses” shall include operation of the Parcels as an inpatient hospital providing emergency or inpatient intensive care services or for provision of inpatient or outpatient surgeries. Memorial and Beacon further desire to have rights with respect to other listed uses including urgent care services, medical diagnostic and imaging services, outpatient

therapy services, and in-patient rehabilitation services (“Listed Uses”). The Listed Uses will not include services determined to be office-based services that do not require facility licensure. This Restriction of Competitive Uses shall be set out on a deed of conveyance of the Parcels (or form of Declaration of Restrictive Competitive Uses encumbering the Parcels) and shall constitute a restrictive covenant which runs with the land in perpetuity and shall inure to the benefit of the Parties and to their licensees, successors, lessees and assigns, for so long as Beacon is operating the Hospital Site for a Competitive Use. GLC agrees that it shall not permit any portion of the Parcels to be operated for a Competitive Use without Beacon’s prior written consent, and that GLC shall provide Beacon with a right of first refusal to match the terms of and lease (or purchase, as the case may be) any portion of the Parcels which GLC intends to lease or sell for a Listed Use (the “Matching Right”).

(c) Exercise of the Matching Right. In the event the Matching Right is exercised by Beacon, the process shall be as follows:

(i) Contemporaneously with the mutual execution of a letter of intent or other similar agreement relating to the sale or lease of a portion of the Parcels to a business involved in performing a Listed Use (the “LOI”), GLC will provide Beacon with written notice of the LOI using the same notice procedures set forth in Section 5.5 (“Notice and Demands”).

(ii) Following the receipt of the notice regarding an LOI, Beacon shall have thirty (30) calendar days to elect to match the terms of the LOI, and Beacon’s failure to respond within such thirty (30) calendar days shall be deemed (a) a consent to the proposed sale or lease for a Listed Use, and (b) such portion of the Parcels shall no longer be subject to the terms hereof with respect to the Listed Use.

(iii) In the event that Beacon provides GLC with notice that elects to match the terms of the LOI, GLC shall immediately terminate any discussions with the proposed tenant or purchaser and provide Beacon with a substantially similar agreement as was contemplated in the LOI (the “Matching Agreement”). Within thirty (30) days after receipt of the Matching Agreement, Beacon shall accept the terms of the Matching Agreement and thereafter consummate such transaction as contemplated in the Matching Agreement. If Beacon fails to accept the Matching Agreement within thirty (30) days (a) the portion of the Transferred Parcels subject to the LOI shall be released from this restriction for Listed Use, and (b) GLC shall have the right to (i) reengage with the original or any future proposed tenant or purchaser for such space, and/or (ii) seek any and all damages that might result from Beacon's delay.

### **SECTION 3. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.**

3.1 Cooperation. In the event of any administrative, legal, or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement, the Parties shall cooperate in defending such action or proceeding to

settlement or final judgment including all appeals. Each Party shall select its own legal counsel. In no event shall any Party be required to bear the fees and costs of another Party's attorneys. The Parties agree that if any other provision of this Agreement, or this Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the Parties agree to be bound by the terms of this Section 3.1, which shall survive such invalidation, nullification, or setting aside.

#### **SECTION 4. DEFAULTS; DISPUTE RESOLUTION; INTERPRETATION.**

4.1 Default. Any failure by any Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. Upon the occurrence of a default under this Agreement, the Parties shall proceed to resolve the default in accordance with Section 4.2 ("Dispute Resolution"). If the default is cured within thirty (30) days after the notice described in this Section 4.1, then no default shall exist and the noticing Party shall take no further action.

4.2 Dispute Resolution. The Parties agree they will attempt in good faith to resolve all claims, controversies, or disputes arising out of or relating to this Agreement or an alleged breach of this Agreement by negotiation. The Parties acknowledge that disputes arising under this Agreement are likely to be complex and they desire to streamline and minimize the cost of resolving such disputes. Therefore, if a dispute cannot be resolved by negotiation, the Parties agree they shall next seek to resolve any disputes through mediation administered by an agreed upon mediator. To the extent that a dispute is not settled by mediation within 180 days of the commencement of the mediation, or such further period as the Parties shall hereafter agree in writing, the dispute or any unresolved portion thereof shall be decided by binding arbitration in St. Joseph County, Indiana. The procedures specified herein shall be the sole and exclusive methods for the resolution of disputes between the parties arising out of or relating to this Agreement. However, a Party may seek a temporary restraining order, a preliminary injunction or other preliminary judicial relief if in its judgment, such action is necessary to avoid irreparable damage. Despite such action, the Parties shall continue to participate in good faith in the procedures specified here. All applicable statutes of limitation shall be tolled while the procedures specified here are pending. The Parties will take any action required to effectuate such tolling.

4.3 Reversion. The Parties acknowledge and agree that the Parcels are currently being utilized by Beacon/Memorial as employee parking near the Hospital Site, and through the Beacon Development Agreement and GLC Development Agreement, Beacon will continue to have employee parking available. The GLC Development Agreement includes certain commitments from the Commission to construct Parking Garages on the Parcels near the Hospital Site. The Beacon Development Agreement includes certain commitments from the Commission through which the Commission will demolish an office building and the construct a surface parking lot on the site of the demolished building (as defined in the Beacon Development Agreement as the "Local Public Improvements") for Beacon's use as employee parking. The Beacon Development

Agreement further includes a commitment from the Commission to reserve certain parking spaces within the newly constructed Parking Garages for Beacon's use as employee parking. In the event that construction of the Parking Garage that will provide parking for Beacon employees as defined in the Beacon Development Agreement, as contemplated in the GLC Development Agreement, does not commence within five (5) years of the Effective Date of this Agreement (the "Required Commencement Date"), Beacon shall have the option to request reversion of the Parcels described in **Exhibit A**, and GLC will convey all of its rights and interests in the Parcels to Beacon, subject to Beacon's prior payment to the Commission of the total cost expended by the Commission to complete the Local Public Improvements, as more fully described in Beacon Development Agreement (the "Reversion"). If Beacon does not pay the Commission the total costs expended to complete the Local Public Improvements, GLC shall not be obligated to convey its rights and interests in the Parcels to Beacon. Beacon must elect to request the Reversion of the Parcels as described in this Section, if at all, prior to the Commission's commencement of construction of the Parking Garage and in no event later than one (1) year after the Required Commencement Date. Failure by Beacon to request the Reversion of the Parcels within this time frame shall be deemed Beacon's acknowledgement that the Required Commencement Date has been met, and the Parcels shall no longer be subject to the Reversion.

4.4 Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, none of the Parties shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of terrorism, restrictions imposed or mandated by governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environments regulations, contract defaults by third parties, or similar basis for excused performance which is not within the reasonable control of the Party to be excused (each, an event of "Force Majeure"). Upon the request of any of the Parties, a reasonable extension of any date or deadline set forth in this Agreement due to such cause will be granted in writing for a period necessitated by the event of Force Majeure, or longer as may be mutually agreed upon by all the Parties.

4.5 Interpretation; Governing Law. This Agreement was negotiated by the Parties at arm's length and each of the Parties hereto has reviewed the Agreement after the opportunity to consult with independent legal counsel. No Party shall be deemed the drafter of the Agreement, and no Party shall maintain that the language in this Agreement shall be construed against any signatory hereto. The captions and Section numbers of this Agreement are for convenience and in no way define or limit the scope or intent of the Sections of this Agreement. Further, notwithstanding anything to the contrary herein, no person other than the Parties hereto, and their permitted assigns, shall have any right of action under this Agreement. This Agreement is governed by and construed in accordance with the laws of the State of Indiana.

## **SECTION 5. MISCELLANEOUS**

5.1 Other Necessary Acts. Each Party shall execute and deliver to the other Parties all such other further instruments and documents as may be reasonably necessary to accomplish the

matters contemplated by this Agreement and to provide and secure to the other Parties the full and complete enjoyment of its rights and privileges hereunder. Notwithstanding the foregoing, the Parties understand and agree that certain actions contemplated by this Agreement may be required to be undertaken by persons, agencies, or entities that are not a party to this Agreement, including, but not limited to certain permits, consents, and/or approvals (to the extent they have not yet been obtained and completed), and that any action by such third parties shall require independent approval by the respective person, agency, entity, or governing body thereof.

5.2 Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute one and the same instrument. Any electronically transmitted version of a manually executed original shall be deemed a manually executed original.

5.3 Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

5.4 Waiver. Neither the failure nor any delay on the part of a Party to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of any such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

5.5 Notices and Demands. Any notice, demand, or other communication required or permitted under the terms of this Agreement may be delivered (a) by hand-delivery (which will be deemed delivered at the time of receipt), (b) by registered or certified mail, return receipt requested (which will be deemed delivered three (3) days after mailing), or (c) by overnight courier service (which will be deemed delivered on the next business day) to each Party's respective addresses and representatives stated below.

Beacon: Beacon Health System, Inc.  
3245 Health Drive  
Granger, Indiana 46530  
Attn: Chief Financial Officer

Memorial: Memorial Hospital of South Bend, Inc.  
615 N. Michigan Street  
South Bend, Indiana 46601  
Attn: President



GLC: Great Lakes Capital Development LLC  
7410 Aspect Drive, Suite 100  
Granger, IN 46530  
Attn: Audra Sieradzski  
E-mail: asieradzski@greatlakescapital.com

With a copy to: Rich Deahl  
E-mail: rdeahl@greatlakescapital.com

Commission: South Bend Redevelopment Commission  
1400S County-City Building  
227 W. Jefferson Blvd.  
South Bend, IN 46601  
Attn: Executive Director  
South Bend Department of Community Investment

With a copy to: South Bend Legal Department  
1200S County-City Building  
227 W. Jefferson Blvd.  
South Bend, IN 46601  
Attn: Corporation Counsel

5.6 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as third-party beneficiaries or otherwise, and all of the terms, covenants, and conditions hereof shall be for the sole and exclusive benefit of the Parties herein.

5.7 Tax Advice. Each Party acknowledges and agrees that it is responsible for its own federal, state, and/or local tax obligations or consequences that may arise from or relate to this Agreement. No Party is relying on any representation that may be made by another regarding the tax consequences of the matters contemplated herein and shall hold the other Parties harmless from any adverse tax consequences resulting from any and all provisions of this Agreement.

5.8 Assignment. Each Party's rights under this Agreement shall be personal to that Party. No Party may assign its rights or obligations under this Agreement to any third party without obtaining each other Party's prior written consent to such assignment, which each Party may give or withhold in its sole discretion, provided such consent is not unreasonably withheld. Notwithstanding the foregoing, GLC may, without any consent of the Parties, assign this Agreement to any affiliate or principal of GLC (which is under common control with GLC), provided GLC retains liability for performance of all obligations under this Agreement. In the event any Party seeks the consent to any such assignment, such Party shall provide all relevant

information concerning the identities of the persons or entities proposed to be involved in and an explanation of the purposes for the proposed assignment(s).

5.9 Authority. Each undersigned person executing and delivering this Agreement on behalf of a Party represents and certifies that he or she is the duly authorized officer or representative of such Party, that he or she has been fully empowered to execute and deliver this Agreement on behalf of such Party, and that all necessary action to execute and deliver this Agreement has been taken by such Party.

5.10 Further Assurances. The Parties agree that they will each undertake in good faith, as permitted by law, any action and execute and deliver any document reasonably required to carry out the intents and purposes of this Agreement, as well as to cooperate and support advancement of the rights and obligations of the Parties under each of the GLC Development Agreement and the Beacon Development Agreement.

5.11 Exhibits. All exhibits described herein and attached hereto are incorporated into this Agreement by reference.

5.12 Entire Agreement. No representation, promise, or inducement not included in this Agreement will be binding upon the Parties hereto. This Agreement cannot be modified except by mutual agreement of the Parties set forth in a written instrument signed by the Parties' authorized representatives.

5.13 Time. Time is of the essence of this Agreement.

**Signature Page Follows**

IN WITNESS WHEREOF, the Parties hereby execute this Real Estate Purchase Agreement to be effective as of the Effective Date stated above.

BEACON HEALTH SYSTEM, INC.

\_\_\_\_\_  
Jeffrey P. Costello, Chief Financial Officer

MEMORIAL HOSPITAL OF SOUTH BEND, INC.

\_\_\_\_\_  
Larry A. Tracy, Jr., President

BEACON MEDICAL GROUP, INC. (f/k/a Memorial Health System, Inc.)

\_\_\_\_\_  
Jeffrey P. Costello, Chief Financial Officer

IN WITNESS WHEREOF, the Parties hereby execute this Real Estate Purchase Agreement to be effective as of the Effective Date stated above.

GREAT LAKES CAPITAL DEVELOPMENT LLC

---

Bradley J. Toothaker, Manager

**AGREED, ACKNOWLEDGED, AND CONSENTED TO:**

By the signatures below, the South Bend Redevelopment Commission hereby consents to the terms contained in this Real Estate Purchase Agreement as of the first date above written.

SOUTH BEND REDEVELOPMENT  
COMMISSION

\_\_\_\_\_  
Troy Warner, Vice President

ATTEST:

\_\_\_\_\_  
Vivian Sallie, Secretary

## EXHIBIT A

### Description of Parcels to be Transferred to GLC

Parcel 1

Key No. 018-1003-0125

Legal Description: Lots 72 & 73 O P South Bend

Commonly Known As: 307 N. Dr. Martin Luther King Jr. Blvd.

Parcel 2

Key No. 018-1003-0107

Legal Description: Lot 172 & So 1/2 Vac Alley Op South Bend

Commonly Known As: 309 N Dr. Martin Luther King Jr Blvd

Parcel 3

Key No. 018-1003-0111

Legal Description: Lot 171 & So 41ft Lot 170 & No 1/2 Vac Alley Op South Bend

Commonly Known As: 321 N Dr. Martin Luther King Jr Blvd

Parcel 4

Key No. 018-1003-0103

Legal Description: 36 Ft S Side Lot 175 O P So Bend

Commonly Known As: 324 N Main Street

Parcel 5

Key No. 018-1003-0102

Legal Description: N 30 Ft Lot 175 O P So Bend

Commonly Known As: 328 N Main Street

Parcel 6

Key No. 018-1003-0100

Legal Description: Lot 176 Ex 55'E End O P So Bend

Commonly Known As: 336 N Main Street

Parcel 7

Key No. 018-1003-0092

Legal Description: Lot 162& E1/2 Vac alley W & Adj O P So Bend 14/15 Vac Ord #10218-13  
03-22-2013

Commonly Known As: 401 N. Martin Luther King Jr. Dr.

Parcel 8

Key No. 018-1003-0093

Legal Description: Lot 161& E1/2 Vac alley W & Adj O P So Bend 14/15 Vac Ord #10218-13  
03-22-2013

Commonly Known As: 409 N. Martin Luther King Jr. Dr.

Parcel 9

Key No. 018-1003-0094

Legal Description: Lot 160 & S1/2 Vac alley N & Adj & E1/2 Vac alley W & Adj O P So Bend  
14/15 Vac Ord #10218-13 03-22-13 13/14 Vac Ord#10176-12 10-11-12

Commonly Known As: 413 N. Martin Luther King Jr. Dr.

Parcel 10

Key No. 018-1003-0095

Legal Description: Lots 165 166 E Pt Of 167 & Lots 157 158 & 159 & Ew vac alley Ex Pt Sold  
For St & Pt Vac Ns Alley Original Plat So Bend 14/15 Vac Ord#10218-13 03-22-13 13/14 Vac  
Ord#10176-12 10-11-12

Commonly Known As: 425 N. Martin Luther King Jr. Dr.

Parcel 11

Key No. 018-1003-0089

Legal Description: Lots 163 & 164 & W1/2 Vac alley E & Adj O P So Bend 14/15 Vac Ord  
#10218-13 7/15/2013

Commonly Known As: 410 416 N. Main St.

Parcel 12

Key No. 018-1003-0117

Legal Description: 56x100 Ft Nw Pt Lot 115 O P South Bend

Commonly Known As: 332 N. Martin Luther King Jr. Dr.

Parcel 13

Key No. 018-1003-0118

Legal Description: 56' Ne Pt Lot 115 & S 22.75' Vac Madison St N & Adj O P South Bend

Commonly Known As: 110 E Madison St.

**EXHIBIT B**

**Forms of Warranty Deeds  
Transferring Parcels to GLC**



**AUDITOR'S RECORD**

TRANSFER NO. \_\_\_\_\_

TAXING UNIT \_\_\_\_\_

DATE \_\_\_\_\_

KEY NOS. -- See Exhibit 1

**SPECIAL WARRANTY DEED**

THIS INDENTURE WITNESSETH, that Memorial Health System, Inc., an Indiana not-for-profit corporation now known as Beacon Medical Group, Inc., with a mailing address of 615 N. Michigan St., South Bend, Indiana 46601 (the "Grantor")

CONVEYS AND SPECIALLY WARRANTS to Great Lakes Capital Development LLC, 7410 Aspect Drive, Suite 100, Granger, IN 46530 (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 following real estate located in St. Joseph County, Indiana (the "Property"):

See Attached Exhibit 1.

The Grantor warrants title to the Property only insofar as it might be affected by any act of the Grantor during its ownership thereof and not otherwise.

The Grantor hereby conveys the Property to the Grantee free and clear of all leases or licenses; subject to real property taxes and assessments; subject to all rights of way for roads and such matters as would be disclosed by an accurate survey and inspection of the Property; subject to all applicable building codes and zoning ordinances and the rights and restrictions set forth in that certain Declaration of Restrictions (during the term thereof) dated \_\_\_\_\_, 2024 and recorded with the Office of the Recorder of St. Joseph County as Instrument No. \_\_\_\_\_ on \_\_\_\_\_, 2024 (the "Restriction"). This Restriction shall run with the land in perpetuity and shall inure to the benefit of the Grantor and Grantee and their licensees, successors, lessees, and assigns, so long as Grantor is operating the Hospital Site for a Competitive Use (as defined in such Restriction).

The Grantor conveys the Property to the Grantee subject to the limitation that the Grantee, and its successors and assigns, shall not discriminate against any person on the basis of race, creed, color, sex, age, or national origin in the sale, lease, rental, use, occupancy, or enjoyment of the Property or any improvements constructed on the Property.

Each of the undersigned persons executing this deed on behalf of the Grantor represents and certifies that they are a duly authorized representative of the Grantor and have 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



EXHIBIT 1

**Description of Property**

Key No. 018-1003-0125

Legal Description: Lots 72 & 73 O P South Bend

Commonly Known As: 307 N. Dr. Martin Luther King Jr. Blvd.

Key No. 018-1003-0107

Legal Description: Lot 172 & So 1/2 Vac Alley Op South Bend

Commonly Known As: 309 N Dr. Martin Luther King Jr Blvd

Key No. 018-1003-0111

Legal Description: Lot 171 & So 41ft Lot 170 & No 1/2 Vac Alley Op South Bend

Commonly Known As: 321 N Dr. Martin Luther King Jr Blvd

Key No. 018-1003-0103

Legal Description: 36 Ft S Side Lot 175 O P So Bend

Commonly Known As: 324 N Main Street

Key No. 018-1003-0102

Legal Description: N 30 Ft Lot 175 O P So Bend

Commonly Known As: 328 N Main Street

Key No. 018-1003-0100

Legal Description: Lot 176 Ex 55'E End O P So Bend

Commonly Known As: 336 N Main Street

**AUDITOR'S RECORD**

TRANSFER NO. \_\_\_\_\_

TAXING UNIT \_\_\_\_\_

DATE \_\_\_\_\_

KEY NOS. – See Exhibit 1

**SPECIAL WARRANTY DEED**

THIS INDENTURE WITNESSETH, that Memorial Hospital of South Bend, Inc., an Indiana not-for-profit corporation, with a mailing address of 615 N. Michigan St., South Bend, Indiana 46601 (the “Grantor”)

CONVEYS AND SPECIALLY WARRANTS to Great Lakes Capital Development LLC, 7410 Aspect Drive, Suite 100, Granger, Indiana 46530 (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 following real estate located in St. Joseph County, Indiana (the “Property”):

See Attached Exhibit 1.

The Grantor warrants title to the Property only insofar as it might be affected by any act of the Grantor during its ownership thereof and not otherwise.

The Grantor hereby conveys the Property to the Grantee free and clear of all leases or licenses; subject to real property taxes and assessments; subject to all rights of way for roads and such matters as would be disclosed by an accurate survey and inspection of the Property; subject to all applicable building codes and zoning ordinances and the rights and restrictions set forth in that certain Declaration of Restrictions (during the term thereof) dated \_\_\_\_\_, 2024 and recorded with the Office of the Recorder of St. Joseph County as Instrument No. \_\_\_\_\_ on \_\_\_\_\_, 2024 (the “Restriction”). This Restriction shall run with the land in perpetuity and shall inure to the benefit of the Grantor and Grantee and their licensees, successors, lessees, and assigns, so long as Grantor is operating the Hospital Site for a Competitive Use (as defined in such Restriction).

The Grantor conveys the Property to the Grantee subject to the limitation that the Grantee, and its successors and assigns, shall not discriminate against any person on the basis of race, creed, color, sex, age, or national origin in the sale, lease, rental, use, occupancy, or enjoyment of the Property or any improvements constructed on the Property.



EXHIBIT 1

**Description of Property**

Key No. 018-1003-0092

Legal Description: Lot 162 & E1/2 Vac alley W & Adj O P So Bend 14/15 Vac Ord #10218-13 03-22-2013

Commonly Known As: 401 N. Martin Luther King Jr. Dr.

Key No. 018-1003-0093

Legal Description: Lot 161 & E1/2 Vac alley W & Adj O P So Bend 14/15 Vac Ord #10218-13 03-22-2013

Commonly Known As: 409 N. Martin Luther King Jr. Dr.

Key No. 018-1003-0094

Legal Description: Lot 160 & S1/2 Vac alley N & Adj & E1/2 Vac alley W & Adj O P So Bend 14/15 Vac Ord #10218-13 03-22-13 13/14 Vac Ord#10176-12 10-11-12

Commonly Known As: 413 N. Martin Luther King Jr. Dr.

Key No. 018-1003-0095

Legal Description: Lots 165 166 E Pt Of 167 & Lots 157 158 & 159 & Ew vac alley Ex Pt Sold For St & Pt Vac Ns Alley Original Plat So Bend 14/15 Vac Ord#10218-13 03-22-13 13/14 Vac Ord#10176-12 10-11-12

Commonly Known As: 425 N. Martin Luther King Jr. Dr.

Key No. 018-1003-0089

Legal Description: Lots 163 & 164 & W1/2 Vac alley E & Adj O P So Bend 14/15 Vac Ord #10218-13 7/15/2013

Commonly Known As: 410 416 N. Main St.

Key No. 018-1003-0117

Legal Description: 56x100 Ft Nw Pt Lot 115 O P South Bend

Commonly Known As: 332 N. Martin Luther King Jr. Dr.

Key No. 018-1003-0118

Legal Description: 56' Ne Pt Lot 115 & S 22.75' Vac Madison St N & Adj O P South Bend

Commonly Known As: 110 E Madison St.