

REAL PROPERTY TRANSFER AGREEMENT

This Real Property Transfer Agreement is entered into as of July 14, 2026 (the "Effective Date"), by and between the City of South Bend, acting by and through its Board of Public Works, of 215 S. Dr. Martin Luther King Jr. Blvd., Suite 400, South Bend, Indiana 46601 (the "City") and 466 Works Community Development Corporation, an Indiana non-profit corporation, with its registered address being 2043 South Bend Avenue, PMB 352, South Bend, IN 46637 (the "Organization") (each a "Party," and together the "Parties").

RECITALS

A. The City is a municipal corporation existing and operating pursuant to the laws of the State of Indiana.

B. The Organization is an Indiana non-profit corporation organized exclusively to conduct, support, encourage, and assist such charitable and other programs and projects as are described both in Section 170(c)(2)(B) and 501(c)(3) of the Internal Revenue Code and is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code.

C. The City and the Organization have entered into an Agreement for Programs and Services, dated December 20, 2018, as amended by the First Addendum to Agreement for Programs and Services, dated May 14, 2019, as amended by the Second Addendum to Agreement for Programs and Services, dated November 26, 2019 (together, the "Services Agreement").

D. The City owns the certain real property described in attached Exhibit A (the "Property"), which Property is a portion of the parcels approved for development under the Services Agreement.

E. Consistent with the Pilot Housing Subsidy Program established under the Services Agreement, the Organization desires to acquire ownership of the Property from the City.

F. Pursuant to I.C. 36-1-11-1(b)(7), a sale or lease of property by the City to an Indiana non-profit corporation organized for educational, literary, scientific, religious, or charitable purposes that is exempt from federal income taxation under Section 501 of the Internal Revenue Code is not subject to the disposition requirements of I.C. 36-1-11.

G. The City, acting by and through the Board of Public Works, has determined that conveying the Property to the Organization under the terms of this Agreement and consistent with the Services Agreement is in the best interests of the residents of the City.

NOW, THEREFORE, in consideration of the mutual covenants stated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Organization agree as follows:

1. Qualifications of Organization. The Organization represents and warrants that (a) it is a non-profit corporation organized under the laws of the State of Indiana; (b) the Organization's articles of incorporation dated February 12, 2014, as amended on August 22, 2016 (the "Articles"), attached hereto as Exhibit B, have not been superseded or further amended and currently remain in full force and effect; and (c) the Organization is currently exempt from federal income taxation as stated in the Internal Revenue Service letter dated November 3, 2014, attached hereto as Exhibit C.

2. Transfer of Property. The City desires to convey the Property to the Organization for and in consideration of One Dollar (\$1.00), and the Organization desires to accept the Property, and any and all improvements located on the Property, subject to the terms and conditions of this Agreement.

3. Use of Property. The Organization agrees to use the Property only for purposes consistent with and permissible under its Articles and Section 501(c)(3) of the Internal Revenue Code and for no other purpose. The Organization agrees to construct a minimum of one (1) housing unit on the Property within 24 months of Closing (the "Use".)

4. Closing. The City will convey title to the Property to the Organization by special warranty deed in substantially the form attached hereto as Exhibit D, on or before July 30, 2026 (the "Closing"). The Board of Public Works (the "Board") hereby authorizes and instructs Elizabeth Maradik, President of the Board and Theresa Heffner, Clerk of the Board to execute and deliver the deed to the Organization. At the Organization's option, the City will record the deed at the City's expense, and the Board authorizes and instructs Erin Michaels of the City's Department of Community Investment to do so.

5. No Warranties. The Organization agrees to accept the Property in its condition on the Closing Date "as-is, where-is" and without any representations or warranties by the City concerning title to or the condition of the Property. The City offers no such representation or warranty as to title or condition, and nothing in this Agreement will be construed to constitute such a representation or warranty as to title or condition. The Organization may, at its sole cost and expense, obtain an owner's policy of title insurance or a survey prior to the transfer of such Property.

6. Organization's Post-Closing Development Obligations. Provided the Closing occurs, within twelve (12) months after the Closing Date, the Organization will commence construction and redevelopment of the Property for the Use. The Organization shall complete the construction of all structures within twenty-four (24) months after the Closing Date (the "Completion Date"), and will submit records to the City proving completion, including copies of the certificate of occupancy for each structure. If the redevelopment of the Property for the Use has not been substantially completed by the Completion Date, the Organization shall be in default under this Agreement, and the City shall have the option to exercise any of its rights under Section

10 of this Agreement. For the avoidance of doubt, the obligations set forth in this Section are independent of, and shall not modify or replace, any obligations of the Organization under the Services Agreement.

7. Certificate of Completion. Promptly after the Organization completes construction and redevelopment of the Property for the Use and proves the same to City's reasonable satisfaction in accordance with the terms of Section 6 above, upon the Organization's request, the City will issue to the Organization a certificate acknowledging such completion (the "Certificate of Completion"). The Organization shall be responsible, at its sole cost and expense, for recording the Certificate of Completion in the Office of the Recorder of St. Joseph County, Indiana.

8. Taxes. The Organization, and the Organization's successors and assigns, will be liable for any and all real property taxes and assessments, if any, assessed and levied against the Property with respect to the year in which the Closing takes place and for all subsequent years. The City will have no liability for any real property taxes and assessments associated with the Property, and nothing in this Agreement shall be construed to require the proration or other apportionment of real property taxes or assessments resulting in the City's liability therefor.

9. Entire Agreement; Severability. This Agreement embodies the entire agreement between the Parties and supersedes all prior discussions, understandings, or agreements between the Parties concerning the transaction contemplated in this Agreement, whether written or oral, with the exception of the Services Agreement, which remains in full force and effect. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated.

10. Default. If the Organization fails to substantially complete the post-closing development obligations set forth in Section 6 of this Agreement by the Completion Date, the City shall have the right to re-enter and take possession of the Property and to terminate and revest in the City the estate conveyed at Closing, in accordance with this Agreement and the Deed. If the Organization breaches any other provision of this Agreement, the City shall have any and all remedies available at law or in equity, including, without limitation, the right of specific performance and the right to recover its reasonable attorneys' fees and costs. Except as expressly set forth above, the Organization hereby irrevocably waives any and all claims against the City for damages arising out of or related to this Agreement or the conveyance of the Property and shall have no right to terminate this Agreement or pursue other remedies against the City. In no event shall the City be liable to the Organization for any damages, whether direct, indirect, incidental, consequential, or otherwise, arising out of or relating to this Agreement or the transaction contemplated herein. Notwithstanding the foregoing, the City's liability, if any, shall in no event exceed One Thousand Dollars (\$1,000.00). The limitations set forth in this Section shall not limit or impair the City's right to equitable relief or to enforce its reversionary interest as expressly provided herein and in the Special Warranty Deed.

11. Notices. All notices, demands and communications required or which either Party desires to give or make hereunder shall be effective if in writing signed by or on behalf of the Party giving or making the same, and if served/delivered to the addresses and/or fax numbers set forth below and in any of the following manners: (i) personally; (ii) by United States certified mail, return receipt requested; or (iii) by a national courier service for next business day delivery.

To City: City of South Bend Department of Community Investment
Attn: Executive Director
215 S. Dr. Martin Luther King Jr. Blvd.
Suite 500
South Bend, IN 46601

With a copy to: City of South Bend Legal Department
Attn: Corporation Counsel
215 S. Dr. Martin Luther King Jr. Blvd.
Suite 600
South Bend, IN 46601

To Organization 466 Works Community Development Corporation
Attn: Director
P.O. Box 206
South Bend, IN 46624

Either Party may, by written notice, modify its address or representative for future notices. Notices given personally shall be deemed to have been given upon receipt. Notices mailed by United States mail shall be deemed to have been given on the third business day after the date of mailing or upon receipt by either Party if a written receipt is signed therefor. Notices sent by United States mail or national courier service for next day or next business day delivery shall be deemed to have been given on such next day or next business day, as the case may be, following deposit. Either Party hereto may change its address for the service as aforesaid by giving written notice to the other of such change of address in accordance with the provision of this Section 11.

12. Assignment. The Organization may not assign this Agreement or any of its rights hereunder, in whole or in part, without the prior written consent of the City. In the event the Organization wishes to obtain the City's consent regarding a proposed assignment of this Agreement, the City may request, and the Organization will provide, any and all information reasonably demanded by the City in connection with the proposed assignment and/or the proposed assignee.

13. Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana. Venue for any action concerning this Agreement will be in the courts of St. Joseph County, Indiana.

14. Dispute Resolution; Waiver of Jury Trial. Any action to enforce the terms or conditions of this Agreement or otherwise concerning a dispute under this Agreement will be commenced in the courts of St. Joseph County, Indiana, unless the Parties mutually agree to an alternative method of dispute resolution. 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. In any legal proceeding, each Party irrevocably waives the right to trial by jury in any action, counterclaim, dispute, or proceeding based upon, or related to, the subject matter of this Agreement. This waiver applies to all claims against all parties to such actions and proceedings. This waiver is knowingly, intentionally, and voluntarily made by both Parties.

15. 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.

16. Recitals and Exhibits. The above recitals and the attached exhibits are hereby incorporated into this Agreement.

17. Authority; Counterparts. Each undersigned person signing and delivering this Agreement on behalf of the Parties, respectively, represents and warrants that he or she is duly authorized and fully empowered to sign and deliver this Agreement. The Parties may execute this Agreement in separate counterparts, which taken together will constitute one original document. An electronically transmitted copy of a signature will be regarded as an original signature.

18. Time. Time is of the essence as to all terms and conditions of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the City and the Organization have signed this Real Property Transfer Agreement to be effective as of the Effective Date.

**CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS**



Elizabeth A. Maradik, President



Joseph R. Molnar, Vice President



Murray L. Miller, Member



Breana M. Micou, Member



Abigail E. Magas, Member

Attest:



Hillary R. Horvath, Clerk

Date: July 14, 2026

466 Works Community Development
Corporation,
an Indiana non-profit corporation

By: Seymour H. Barker

Printed: Seymour H. Barker

Title: Director

Date: 6/30/26

By: Charlotte D. Pfeifer

Printed: Charlotte D. Pfeifer

Title: Secretary

Date: 6/30/26

EXHIBIT A

Description of Property

Parcel I

Parcel Key Number: 018-7044-1708
Tax ID Number: 71-08-13-333-006.000-026
Legal Description: Lot 42 Dubails 3rd Add
Also Known As: 220 E. Dayton St, South Bend, IN 46613

Parcel II

Parcel Key Number: 018-7016-0651
Tax ID Number: 71-08-13-255-006.000-026
Legal Description: Lot 192 Wenger & Krieghbaum Replat Of Wenger 6th
Also Known As: V/L Broadway, South Bend, IN 46613

Parcel III

Parcel Key Number: 018-7047-1818
Tax ID Number: 71-08-13-403-007.000-026
Legal Description: Lot 24 H Studebaker 1st
Also Known As: 718 E. Indiana Ave, South Bend, IN 46613

Parcel IV

Parcel Key Number: 018-7047-1820
Tax ID Number: 71-08-13-403-009.000-026
Legal Description: Lot 26 H Studebaker 1st Add
Also Known As: 726 E. Indiana Ave, South Bend, IN 46613

Parcel V

Parcel Key Number: 018-7048-1872
Tax ID Number: 71-08-13-451-013.000-026
Legal Description: Lot 121 Henry Studebaker 2nd
Also Known As: 606 E. Dayton St, South Bend, IN 46613

EXHIBIT B

**Articles of Incorporation of
466 Works Community Development Corporation**

[See attached.]

**State of Indiana
Office of the Secretary of State**

Certified Copies

To Whom These Presents Come, Greeting:

I, CONNIE LAWSON, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that this is a true and complete copy of this **7** page document consisting of the following records filed in this office:

Certification Date: November 30, 2016
Business Name: 466 WORKS COMMUNITY DEVELOPMENT CORPORATION
Business ID: 2014021302826

Transaction	Date Filed	No. of pages
Articles of Incorporation	02/12/2014	3
Articles of Amendment	08/23/2016	4
Total No. of pages		7



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, November 30, 2016

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

State of Indiana
Office of the Secretary of State

CERTIFICATE OF INCORPORATION

of

466 WORKS COMMUNITY DEVELOPMENT CORPORATION INC.

I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, February 12, 2014.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, February 13, 2014

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE

2014021302826 / 2014021302826

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
2/13/2014 2:28 PM

ARTICLES OF INCORPORATION

Formed pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991.

ARTICLE I - NAME AND PRINCIPAL OFFICE

466 WORKS COMMUNITY DEVELOPMENT CORPORATION INC.

1620 S. SAINT JOSEPH STREET, SOUTH BEND, IN 46613

ARTICLE II - REGISTERED OFFICE AND AGENT

C. EUGENE HALE

715 E. IRVINGTON AVENUE, SOUTH BEND, IN 46614

ARTICLE III - INCORPORATORS

C. EUGENE HALE

1620 S. SAINT JOSEPH STREET, SOUTH BEND, IN 46613

Signature: C. EUGENE HALE

REVEREND RICKARDO TAYLOR

1620 S. SAINT JOSEPH STREET, SOUTH BEND, IN 46613

Signature: RICKARDO TAYLOR

ARTICLE IV - GENERAL INFORMATION

Effective Date: 2/12/2014

Type of Corporation: Public Benefit Corporation

Does the corporation have members?: Yes

The purposes/nature of business

THIS CORPORATION IS A PUBLIC BENEFIT CORPORATION THAT SHALL BE ORGANIZED AND OPERATED EXCLUSIVELY TO CONDUCT, SUPPORT, ENCOURAGE, AND ASSIST SUCH RELIGIOUS, CHARITABLE, SCIENTIFIC, LITERARY, EDUCATIONAL, AND OTHER PROGRAMS AND PROJECTS AS ARE DESCRIBED IN SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE OF 1986 OR CORRESPONDING PROVISIONS OF ANY SUBSEQUENT FEDERAL TAX LAWS (THE "CODE"). WITHOUT LIMITING THE FOREGOING GENERAL STATEMENT OF PURPOSES, THE CORPORATION SHALL, TO THE EXTENT PERMITTED OF AN ORGANIZATION DESCRIBED IN SECTION 501(C)(3) OF THE CODE, ENGAGE IN THE PLANNING, DIRECTING, AND COORDINATING OF REVITALIZATION EFFORTS OF THE SOUTHEAST SIDE NEIGHBORHOOD LOCATED IN SOUTH BEND, INDIANA.

Distribution of assets on dissolution or final liquidation

UPON THE DISSOLUTION OF THE CORPORATION, THE BOARD OF DIRECTORS SHALL, AFTER PAYING OR MAKING PROVISION FOR THE PAYMENT OF ALL OF THE LIABILITIES OF THE CORPORATION, DISPOSE OF ALL ASSETS OF THE CORPORATION EXCLUSIVELY FOR RELIGIOUS, CHARITABLE, EDUCATIONAL, SCIENTIFIC, OR LITERARY PURPOSES AS SHALL AT THE TIME QUALIFY AS AN EXEMPT ORGANIZATION OR ORGANIZATIONS UNDER SECTION 501(C)(3) OF THE CODE AS THE BOARD OF DIRECTORS SHALL DETERMINE, OR TO FEDERAL, STATE, OR LOCAL GOVERNMENTS TO BE USED EXCLUSIVELY FOR PUBLIC PURPOSES. ANY SUCH ASSET NOT SO DISPOSED OF SHALL BE DISPOSED OF BY THE SUPERIOR COURT OF THE COUNTY IN WHICH THE PRINCIPAL OFFICE OF THE CORPORATION IS THEN LOCATED, EXCLUSIVELY FOR SUCH PURPOSES OR TO SUCH ORGANIZATIONS, SUCH AS THE COURT SHALL DETERMINE, WHICH ARE ORGANIZED AND OPERATED EXCLUSIVELY FOR SUCH PURPOSES, OR TO SUCH GOVERNMENTS FOR SUCH PURPOSES.

**State of Indiana
Office of the Secretary of State**

Certificate of Amendment
of

**466 WORKS COMMUNITY DEVELOPMENT CORPORATION
INC.**

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Amendment of the above Domestic Nonprofit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

The name following said transaction will be:

466 WORKS COMMUNITY DEVELOPMENT CORPORATION

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, August 22, 2016.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 23, 2016

Connie Lawson

Connie Lawson
SECRETARY OF STATE

2014021302826 / 7382485

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>



**ARTICLES OF AMENDMENT TO THE ARTICLES
OF INCORPORATION (NONPROFIT)**

State Form 4161 (R14 / 7-18) / Corporate Form 364-2
Approved by State Board of Accounts, 2016

Approved and Filed
2014021302826/7382485
Filing Date: 08/23/2016
Effective :08/22/2016 11:00
CONNIE LAWSON
Indiana Secretary of State

Indiana Code 23-17-17-1 et seq.
23-17-29-3

FILING FEE: \$30.00

The undersigned officer of the Nonprofit Corporation named in Article I below (hereinafter referred to as the "Corporation") desiring to give notice of corporate action effectuating Amendment(s) to the Articles of Incorporation, certifies the following facts:

This Corporation exists pursuant to: (Check appropriate box.)

- ☐ The Indiana Not-For-Profit Corporation Act of 1971 (IC 23-7-1.1) as amended
☐ Indiana General Not-For-Profit Corporation Act (approved March 7, 1935)
☒ Indiana Nonprofit Corporation Act of 1991 (IC 23-17-1) as amended

ARTICLE I – AMENDMENT(S)

SECTION 1: The name of the Corporation is:

466 Works Community Development Corporation, Inc.

SECTION 2: The date of incorporation of the Corporation (month, day, year)

February 12, 2014

SECTION 3: The name of the Corporation following this amendment to the Articles of Incorporation is:

466 Works Community Development Corporation

SECTION 4:

The exact text of Article(s) IV of the Articles of Incorporation is now as follows:

Does the corporation have members: no.

The purposes/nature of business: see attached Sheet 1A.

SECTION 5:

The date of adoption of the amendment to the Article(s) IV was August 18, 20 16

INDIANA SECRETARY OF STATE
RECEIVED
2016 AUG 22 AM 11:03

466 Works Community Development CorporationSection 4.1: Purpose.

(a) The Corporation's purpose is to operate as a community development corporation as defined by 42 USCS § 13851 to plan, direct and coordinate revitalization of the southeast neighborhood of South Bend, Indiana consisting of the area bounded on the north by Sample Street, on the east by Miami Street, on the south by Ewing Avenue, and on the west by Michigan Street, including the provision of low-income housing or community economic development projects. In furtherance of the aforesaid purpose, to transact any and all lawful business for which corporations may be incorporated under the Indiana Nonprofit Corporation Act of 1991 (IC 23-17-1 et seq.), provided such business is not inconsistent with the Corporation being organized and operated exclusively for charitable educational purposes and Section 501(c)(3) of the Internal Revenue Code.

(b) No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members (if any), directors, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its charitable purposes.

(c) No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the organization shall not carry on any other activities not permitted to be carried on by (1) an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (2) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

(d) Upon the dissolution of the organization, its assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose, and any such assets not disposed of shall be disposed of by the Circuit Court of St. Joseph County, Indiana, in which the principal office of the organization is located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

(e) Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on: (i) By a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws, or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2), Section 2055(a)(2), or Section 2522(a)(2) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws.

Section 4.2: Powers. Subject to any limitation imposed by the Indiana Nonprofit Corporation Act, Section 501(c)(3) of the Internal Revenue Code, or other applicable law, the Corporation shall have the power to do everything necessary, advisable or convenient for the accomplishment of any of the purposes hereinbefore set forth, or which shall at any time appear conducive to or expedient for the protection or benefit of the Corporation, and to do all of the things incidental thereto or connected therewith which are not forbidden by law.

Section 4.3: Term of Existence. The Corporation shall have perpetual existence.

ARTICLE II – MANNER OF ADOPTION AND VOTE

SECTION 1: Action by the Board of Directors

The Board of Directors duly adopted a resolution proposing to amend the Article(s) of Incorporation: *(Select one.)*

- ☒ At a meeting held on August 18, 20 16, at which a quorum of such Board was present.
- ☐ By written consent executed on _____, 20 _____, and signed by all members of such Board.

SECTION 2: Action by members

IF APPROVAL OF MEMBERS WAS NOT REQUIRED:

- The Amendment(s) were approved by a sufficient vote of the Board of Directors or incorporators and approval of members was not required.
- ☒ Yes ☐ No
- The Amendment(s) were approved by a person other than the members, and that approval pursuant to Indiana Code 23-17-17-1 was obtained.
- ☐ Yes ☐ No

IF APPROVAL OF MEMBERS WAS REQUIRED:

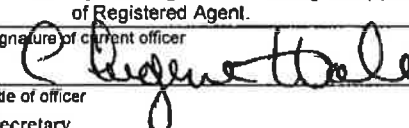
	TOTAL	MEMBERS OR DELEGATES ENTITLED TO VOTE AS A CLASS		
		1	2	3
MEMBERS OR DELEGATES ENTITLED TO VOTE				
MEMBERS OR DELEGATES VOTED IN FAVOR				
MEMBERS OR DELEGATES VOTED AGAINST				

- ☒ The manner of the adoption of the Articles of Amendment and the vote by which they were adopted constitute full legal compliance with the provisions of the Act, the Articles of Incorporation, and the By-Laws of the Corporation.

I hereby verify, subject to penalties of perjury, that the facts contained herein are true.

Required if registered agent information was updated:

- ☐ By checking the box, the Signator(s) represent(s) that the Registered Agent named in the application has consented to the appointment of Registered Agent.

Signature of current officer


Printed name of officer
C. Eugene Hale

Title of officer
Secretary

EXHIBIT C

IRS 501(c)(3) Qualification Letter

[See attached.]

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 03 2014

466 WORKS COMMUNITY DEVELOPMENT
CORPORATION INC
1620 S SAINT JOSEPH STREET
SOUTH BEND, IN 46613-0000

Employer Identification Number:
46-5523814
DLN:
26053697001744
Contact Person:
CHIUNGLAN CHUNG ID# 31721
Contact Telephone Number:
(859) 669-4138
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
February 12, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

466 WORKS COMMUNITY DEVELOPMENT

Sincerely,

Tamara Ripperda

Director, Exempt Organizations

Letter 5436

EXHIBIT D

Form of Special Warranty Deed

HOLD FOR:

City of South Bend
215 S. Dr. Martin Luther King Jr. Blvd.
South Bend, IN 46601

AUDITOR'S RECORD

TRANSFER NO. _____

TAXING UNIT _____

DATE _____

KEY NO. See Attached Exhibit

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH THAT the City of South Bend, Indiana, by and through its Board of Public Works (the "Grantor" or the "City")

CONVEYS AND SPECIALLY WARRANTS TO 466 Works Community Development Corporation, an Indiana non-profit corporation, with its registered address being 2043 South Bend Avenue, PMB 352, South Bend, IN 46637 (the "Grantee") for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following real estate in St. Joseph County, Indiana (the "Property"):

See Attached Exhibit 1

Grantor and Grantee covenant and agree that Grantor conveys the Property to Grantee subject to the requirement that Grantee, and its successors and assigns, may use the Property solely for (i) construction (i) single family or multi-family housing and (ii) any other use consented to in writing by Grantor, and Grantee shall not discriminate in the lease, rental, use, occupancy, or enjoyment of the Property or any improvements constructed on the Property. This restriction will at all times be subject to any mortgages recorded against the Property, and any foreclosure or deed in lieu of foreclosure with regard to any such mortgage shall automatically without further action terminate this restriction.

Pursuant to Section 10 of the Real Estate Transfer Agreement, the Grantor conveys the Property to the Grantee by this deed subject to certain conditions subsequent. In the event the Grantee fails to perform the conditions subsequent, or satisfactorily to prove such performance, in accordance with Section 10 of the Real Estate Transfer Agreement, then the Grantor shall have the right to re-enter and take possession of the Properties and to terminate and revest in the Grantor the estate conveyed to the Grantee by this deed and all of the Grantee's rights and interests in the Properties without offset or compensation for the value of any improvements to the Properties made by the Grantee. The recordation of a Certificate of Completion will forever release and discharge the Grantor's reversionary interest stated in this paragraph.

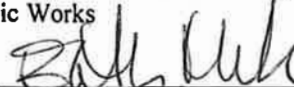
Grantor hereby conveys the Property subject to all covenants, restrictions, and easements of record.

The undersigned persons executing this Special Warranty Deed on behalf of the Grantor represent and certify that each has been fully empowered and authorized to execute this Special Warranty Deed and that all action necessary to complete this conveyance on Grantor's behalf has been duly taken.

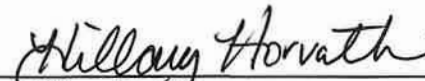
Dated this 14th day of July, 2026.

GRANTOR:

City of South Bend, Indiana, by and through its Board of Public Works

By: 
Elizabeth Maradik, President

ATTEST:

By: 
Hillary Horvath, Clerk

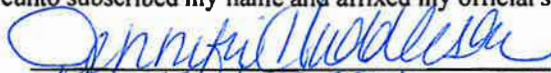
STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

 Before me, the undersigned, a Notary Public for and in said County and State this 14 day of July, 2026, personally appeared Elizabeth Maradik and Hillary Horvath, to me known to be the President and Clerk, respectively, of the City of South Bend, Indiana, Board of Public Works, the Grantor, and acknowledged execution of the foregoing Special Warranty Deed as authorized by the Real Property Transfer Agreement, dated July 14 2026.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

(SEAL)




JENNIFER HUDDLESTON, Notary Public
Resident of La Porte County, IN

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. /s/ Danielle Campbell Weiss

Prepared by Danielle Campbell Weiss, Senior Assistant City Attorney, 215 S. Dr. Martin Luther King Jr. Blvd., Suite 600, South Bend, Indiana 46601

EXHIBIT 1

Description of Property

Parcel I

Parcel Key Number: 018-7044-1708
Tax ID Number: 71-08-13-333-006.000-026
Legal Description: Lot 42 Dubails 3rd Add
Also Known As: 220 E. Dayton St, South Bend, IN 46613

Parcel II

Parcel Key Number: 018-7016-0651
Tax ID Number: 71-08-13-255-006.000-026
Legal Description: Lot 192 Wenger & Krieghbaum Replat Of Wenger 6th
Also Known As: V/L Broadway, South Bend, IN 46613

Parcel III

Parcel Key Number: 018-7047-1818
Tax ID Number: 71-08-13-403-007.000-026
Legal Description: Lot 24 H Studebaker 1st
Also Known As: 718 E. Indiana Ave, South Bend, IN 46613

Parcel IV

Parcel Key Number: 018-7047-1820
Tax ID Number: 71-08-13-403-009.000-026
Legal Description: Lot 26 H Studebaker 1st Add
Also Known As: 726 E. Indiana Ave, South Bend, IN 46613

Parcel V

Parcel Key Number: 018-7048-1872
Tax ID Number: 71-08-13-451-013.000-026
Legal Description: Lot 121 Henry Studebaker 2nd
Also Known As: 606 E. Dayton St, South Bend, IN 46613

**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date	7/1/2026	Department	DCI
Name	Erin Michaels	Phone Extension	5931
BPW Date	7/14/2026		

Review and Approval Required Prior to Submittal to Board

Diversity Compliance and Inclusion Officer	☐	Officer Name	_____
BPW Attorney	☐	Attorney Name	_____
Dept. Attorney	☒	Attorney Name	Danielle Campbell Weiss
Purchasing	☐		_____

Check the Appropriate Item Type – Required for All Submissions

☐ Professional Services Agreement	☐ Contract	☐ Proposal
☐ Open Market Contract	☐ Amendment/Addendum	☐ Special Purchase, QPA
☐ Bid Opening	☐ Bid Award	☐ Req. to Advertise ☐ Title Sheet
☐ Quote Opening	☐ Quote Award	☐ Reject Bids/Quotes
☐ Proposal Opening	☐ C/O & PCA No. _____	☐ PCA
☐ Chg. Order, No. _____	☐ Traffic Control	☐ Resolution
☒ Other: Real Estate Transfer Agreement		☐ Ease./Encroach

Required Information

Company or Vendor Name	466 Works Community Development Corporation		
New Vendor	☐ Yes	☐ If Yes, Approved by Purchasing	
	☐ No		
MBE/WBE Contractor	☐ MBE	Completed E-Verify Form Attached	☐ Yes
	☐ WBE		☐ No
Project Name	Real Property Transfer Agreement – 466 Works		
Project Number	_____		
Funding Source	_____		
Account No.	_____		
Amount	_____		
Terms of Contract	_____		
Purpose/Description	Request to transfer five (5) City-owned vacant lots to 466 Works for the development of affordable housing		

For Change Orders Only

Amount of	☐	Increase	\$ _____
	☐	Decrease	(\$ _____)
Previous Amount			\$ _____
		Increase	_____ %
Current Percent of Change:		Decrease	(_____ %)
New Amount			\$ _____
		Increase	_____ %
Total Percent of Change:		Decrease	(_____ %)
Time Extension Amount:			_____
New Completion Date:			_____