

**FIRST AMENDMENT TO AMENDED AND RESTATED
AGREEMENT FOR THE LEASE AND DEVELOPMENT OF REAL PROPERTY
WITHIN THE SOUTH BEND CENTRAL DEVELOPMENT AREA
BY AND BETWEEN THE SOUTH BEND REDEVELOPMENT COMMISSION
AND MEMORIAL HOSPITAL OF SOUTH BEND, INC.**

This First Amendment to Amended and Restated Agreement for the Lease and Development of Real Property within the South Bend Central Development Area by and between the South Bend Redevelopment Commission and Memorial Hospital of South Bend, Inc. (this "First Amendment") is effective as of April 13, 2018 (the "Effective Date"), by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the "Commission") and Memorial Hospital of South Bend, Inc. (the "Developer") (each a "Party" and together the "Parties").

RECITALS

A. The Commission and the Developer entered into that certain Amended and Restated Agreement for the Lease and Development of Real Property within the South Bend Central Development Area by and between the South Bend Redevelopment Commission and Memorial Hospital of South Bend, Inc. dated January 23, 1998 and recorded as Document Number 9804642 (the "Development Agreement"), for the lease and development of Property (as defined in the Development Agreement) located in the City of South Bend.

B. The Parties desire to amend the Development Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises and obligations in this First Amendment and the Development Agreement, the Parties agree as follows:

1. Section XII is deleted in its entirety and replaced by the following:

Section XII. Parking Garage Leasable Space

The Commission and the Developer agree that approximately 11,000 square feet of floor space in and along the eastern boundary of the Parking Garage (the "Leasable Space") will be made available for rent to the public by the Commission. The use of any parcel within the Leasable Space shall be governed by the use regulations set forth in the City of South Bend Zoning Ordinance specific to the zoning district of that parcel.

2. Exhibit H to the Development Agreement is deleted in its entirety.
3. Unless expressly modified by this First Amendment, the terms and provisions of the Development Agreement remain in full force and effect.
4. Capitalized terms used in this First Amendment will have the meanings set forth in the Agreement unless otherwise stated herein.

5. This First Amendment will be governed and construed in accordance with the laws of the State of Indiana.

6. This First Amendment 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.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereby execute this First Amendment to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT
COMMISSION

David Varner, Vice President

ATTEST:

Donald E. Inks, Secretary

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

Before me, the undersigned, a Notary Public for and in said County and State this ____ day of _____, 2018, personally appeared David Varner and Donald E. Inks, to me known to be the Vice President and Secretary, respectively, of the South Bend Redevelopment Commission, and acknowledged execution of the foregoing First Amendment To Amended And Restated Agreement.

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

(SEAL)

_____, Notary Public

Commission expires: _____

Resident of _____ County, _____

MEMORIAL HOSPITAL OF SOUTH BEND, INC.,
an Indiana non-profit corporation

By: 
Larry A. Tracy, Jr., President

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

Before me, the undersigned, a Notary Public for and in said County and State this 12th day of April, 2018, personally appeared Larry A. Tracy, Jr., to me known to be the President of Memorial Hospital of South Bend, Inc., and acknowledged execution of the foregoing First Amendment To Amended And Restated Agreement.

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

(SEAL)

 692091

Mariellan I. Weaver, Notary Public

Commission expires: 12/05/2024

Resident of St Joseph County, Indiana

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. Elliot A. Anderson.

Prepared by Elliot A. Anderson, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.