

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “First Amendment”) is made on February 14, 2019, by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (the “Commission”), and REW, LLC, an Indiana limited liability company (the “Developer”) (each a “Party,” and collectively the “Parties”).

RECITALS

- A. The Commission and the Developer entered into a Development Agreement dated effective October 11, 2018 (the “Development Agreement”), for the development of a Project in the River West Development Area.
- B. Pursuant to **Exhibit C** of the Development Agreement, the Local Public Improvements (“LPI”) were to include the paving of the entry road and parking lot; however, the Parties have determined that the Project would be served best by including landscaping and irrigation as well.
- C. The Parties now desire to modify the Development Agreement to reflect the Parties’ agreement, as set forth herein.

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

1. The language of **Exhibit C** shall be deleted in its entirety and replaced with the following, “The Commission will complete, or cause to be completed, the following work in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws and regulations: Paving/Top Coat and Striping; Landscaping and Irrigation.”
2. The Developer hereby expressly reaffirms its obligations under the Development Agreement, and, unless expressly modified by this First Amendment, the terms and provisions of the Development Agreement remain in full force and effect.
3. Capitalized terms used in this First Amendment will have the meanings set forth in the Development Agreement unless otherwise stated herein.
4. The recitals set forth above are hereby incorporated into the operative provisions of this First Amendment.
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.

IN WITNESS WHEREOF, the Parties hereby execute this First Amendment to Development Agreement as of the first date stated above.

COMMISSION:

SOUTH BEND REDEVELOPMENT
COMMISSION

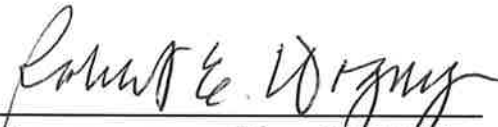
By: _____
Marcia I. Jones, President

ATTEST:

By: _____
Donald E. Inks, Secretary

DEVELOPER:

REW, LLC

By:  _____
Robert E. Wozny, Managing Member