

## **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

This First Amendment To Development Agreement (this “First Amendment”) is effective as of November 20, 2017 (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 LangLab LLC, an Indiana limited liability company with its principal place of business at 1302 High Street, South Bend, Indiana 46601 (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

### RECITALS

A. The Commission and the Developer entered into that certain Development Agreement dated January 26, 2017 (the “Development Agreement”) concerning improvements to the Developer Property to facilitate the expansion of the Developer’s small business promotion activities.

B. In order to further support the Developer’s improvements to the Developer Property, the Parties desire to amend the terms of the Development Agreement as set forth in this First Amendment.

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. In Section 1.3 of the Development Agreement, the term “Fifty Thousand Dollars (\$50,000.00)” is deleted and replaced by the term “Seventy-Six Thousand Dollars (\$76,000.00).”

2. The following sentence is added to Section 5.2(a) of the Development Agreement: “The Parties mutually acknowledge and agree that upon the completion of the work set forth in Exhibit C, irrespective of whether such work requires the Commission to expend the entirety of the Funding Amount, the Commission’s obligations under this Agreement will be satisfied in full.”

3. The contents of Exhibit C to the Development Agreement are deleted and replaced by the following: “In accordance with the terms of this Agreement and in compliance with all applicable laws and regulations, the Commission will complete, or cause to be completed, certain improvements to and/or the replacement of heating, air conditioning, and ventilation systems (or parts thereof) serving the Developer Property, in accordance with specifications approved by the Engineering Department for the City of South Bend on or about October 18, 2017, under Project No. 117-024.”

4. 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.

5. Capitalized terms used in this First Amendment will have the meanings set forth in the Development Agreement unless otherwise stated herein.

6. The recitals set forth above are hereby incorporated into the operative provisions of this First Amendment.

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

8. 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 be effective as of the Effective Date stated above.

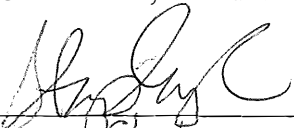
SOUTH BEND REDEVELOPMENT  
COMMISSION

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Marcia I. Jones, President

ATTEST:

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Donald E. Inks, Secretary

LANGLAB LLC, an Indiana limited liability company

By:   
Name: Stephanie Rizk  
Title: Owner Manager