



Department of
Community Investment

Memorandum

Tuesday, November 10, 2015

TO: Redevelopment Commissioners

FROM: Chris Fielding

SUBJECT: Unifirst Amendment

The agreement to purchase lot 6 (4P) in Blackthorn Corporate Park contemplated a due diligence period upon approval of the use and design by the BOA. This process has taken longer than expected and the company has requested additional time.



FIRST AMENDMENT TO AGREEMENT TO BUY AND SELL REAL ESTATE

This First Amendment to Agreement to Buy and Sell Real Estate ("First Amendment") is made and entered into effective as of November 2, 2015 by and between (i) Cohn & Cohn Investments, LLC (the "Purchaser") and (ii) City of South Bend, Department of Redevelopment, by and thought its governing body, the South Bend Redevelopment Commission (the "Seller").

WITNESSETH:

WHEREAS, the Purchaser and Seller have entered into that certain Agreement to Buy and Sell Real Estate dated July 30th, 2015 ("Agreement") for the purchase and sale of the certain real property situated in the City of South Bend, State of Indiana and more particularly described in the Agreement, consisting of +/- 5 acres, more or less, Identified as Lot 6 on Exhibit "A", together with all rights and appurtenances pertaining to such real property, all as defined in the Agreement; and

WHEREAS, the parties hereto desire to amend the terms and conditions of the Agreement, all as set forth herein; and

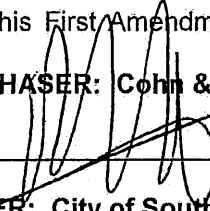
WHEREAS, the parties acknowledge that the Due Diligence Commencement Date under Section 3.B. of the Agreement was July 30, 2015.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
2. Due Diligence Period. Section 3.C. of the Agreement is amended to read as follows: "Buyer shall have a period of one hundred twenty-five (125) days following the Due Diligence Commencement Date to complete its examination of the Property in accordance with this Section 3 (the "Due Diligence Period")."
3. Ratification of Agreement. All other terms of the Agreement except as expressly modified by this First Amendment are hereby ratified and affirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment is hereby executed as of the date first above written.

PURCHASER: Cohn & Cohn Investments, LLC

By:  _____

**SELLER: City of South Bend, Department of
Redevelopment, by and through its governing body,
the South Bend Redevelopment Commission**

By:  _____
Chris Fielding, Authorized Representative (pursuant to
Resolution No. 3265)

Ratified on _____, 2015.

SOUTH BEND REDEVELOPMENT COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

