

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “First Amendment”) is made on October 14, 2021, by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (the “Commission”), and Greenleaf Holdco, LLC (the “Developer”) (each a “Party,” and collectively the “Parties”).

RECITALS

A. The Commission and the Developer entered into a Development Agreement dated effective October 22, 2020 (the “Development Agreement”), pertaining to certain local public improvements (“LPI”) to a fully automated, large-scale, hydroponic greenhouse in the River West Development Area (the “Project”).

B. The Parties agreed to a Substantial Completion Date of twelve (12) months from the date of the Development Agreement; however, due to unforeseen circumstances, the Developer will be unable to meet the Substantial Completion Date.

C. The Parties desire to modify the Development Agreement to modify the Substantial Completion Date.

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. Section 4.5, Timeframe for Completion, shall be modified to delete the phrase “twelve (12) months” and replace it with “twenty-four (24) months.”

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.

SOUTH BEND REDEVELOPMENT
COMMISSION

By: _____
Marcia I. Jones, President

ATTEST:

By: _____
Troy D. Warner, Secretary

GREENLEAF HOLDCO LLC

By: _____
Joe McGuire, Chief Executive Officer