

**FIRST AMENDMENT TO
LICENSE AGREEMENT FOR WALKWAY PLAZA AT BERLIN PLACE**

This First Amendment To License Agreement For Walkway Plaza At Berlin Place (this “First Amendment”) is effective as of _____, 2018 (the “Effective Date”), by and between the City of South Bend Board of Park Commissioners (the “Board”) and Heading for Home LLC, a Delaware limited liability company with its principal place of business at 501 W. South St., South Bend, Indiana 46601 (the “Company”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, the Parties entered into that certain License Agreement For Walkway Plaza At Berlin Place dated February ____, 2018 (the “License Agreement”); and

WHEREAS, the Parties desire to amend certain terms and provisions of the License Agreement as stated in this First Amendment.

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

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

In conjunction with the Company’s development of the Project Site under the Project Agreements, the Board desires to alter and construct certain improvements upon adjacent portions of the Public Walkway Area and the Project Site to create a new plaza serving the public and residents and invitees of the Project (the “Walkway Plaza”), as depicted in attached **Exhibit B** (the “Walkway Plaza Site Plan”).

2. Section E is deleted in its entirety and replaced by the following:

The Company desires to permit the Board’s alterations of the Project Site, and the Board desires to permit the use of the Walkway Plaza upon the terms and conditions set forth in this Agreement.

3. Section 2 is deleted in its entirety and replaced by the following:

Non-Exclusive Licenses. Subject to the limitations and requirements stated in this Agreement, and provided that the Board’s use is reasonable at all times and comports with all applicable laws, the Company hereby grants to the Board and its agents, contractors, invitees, and licensees a temporary, non-exclusive license to enter upon, alter, and improve the portions of the Project Site necessary to create the Walkway Plaza as depicted in the Walkway Plaza Site Plan (the “Board’s Non-Exclusive License”). Additionally, subject to the limitations and requirements stated in this Agreement, and provided that the Company’s use is reasonable at all times and comports with all applicable laws, the Board hereby grants to the Company and its agents, contractors,

invitees, and licensees a temporary, non-exclusive license to clean, repair, and maintain the Walkway Plaza (the "Company's Non-Exclusive License"). Notwithstanding the foregoing, the Company and its agents, contractors, invitees, and licensees may temporarily block, obstruct, close-off, fence, barricade, and otherwise restrict access to all or any part of the Public Walkway Area as the Company deems necessary or desirable during the initial construction of the Project on the Project Site.

4. In Section 3 of the License Agreement, the term "Non-Exclusive License" is deleted and replaced by "Company's Non-Exclusive License."

5. The following sentence is added to the end of Section 4:

The Board's Non-Exclusive License shall terminate upon completion of the Walkway Plaza construction.

6. Section 9 is deleted in its entirety and replaced by the following:

City Access to Drainage Facilities; Condition of Drainage Facilities; Plaza Restoration Costs. At all times during the term of the Licenses, the Board, the City's Engineering Department, and the Board's agents and contractors will have access to all facilities comprising or serving the French drain system situated beneath the Public Walkway Area, including no less than eight (8) manholes existing as of the Effective Date (collectively, the "Drainage Facilities"). The Company will not damage, destroy, or alter any of the Drainage Facilities during the initial construction of the Project or otherwise. Upon the Company's completion of the initial construction of the Project, and at any time thereafter, the Board's designee may inspect the condition of the Drainage Facilities to determine whether the Drainage Facilities were damaged, destroyed, or altered by the Company's or the Company's contractors' construction, repair, maintenance or operation of the Project, and the Company will cooperate in any such inspection. In the event any damage, destruction, or alteration of the Drainage Facilities results from the Company's or the Company's contractors' construction, repair, maintenance, or operation of the Project, the Company, at its sole cost, will repair or replace the affected Drainage Facilities to the Board's reasonable satisfaction.

7. Section 13 is deleted in its entirety and replaced by the following:

Insurance. The Company will purchase and maintain one or more comprehensive insurance policies as are appropriate for the residential and commercial operations of the Project and any operations taking place on the Walkway Plaza, including, without limitation, a commercial general liability insurance policy in an amount not less than Five Million Dollars (\$5,000,000.00), inclusive of the limit of any umbrella policy following the form of the commercial general liability policy. All such insurance policies will be maintained in insurance companies rated A- or better by A.M. Best Company, will be countersigned by an agent of the insurer who is a resident of Indiana, and will name the City and the Board as additional insureds. The Company will prove such adequate insurance coverage by submitting to the Board both a certificate of and a copy of each

such policy, and the Company will notify the Board of any change in or termination of such coverage.

8. In Section 14 of the License Agreement, the phrase “or improvement of” is deleted.

9. Unless expressly modified by this First Amendment, the terms and provisions of the Lease remain in full force and effect.

10. Capitalized terms used in this First Amendment will have the meanings set forth in the Lease unless otherwise stated herein.

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

12. 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.

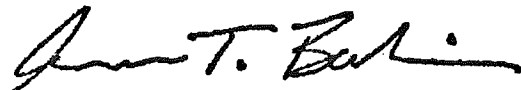
[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereby execute this First Amendment To License Agreement For Walkway Plaza At Berlin Place to be effective on the Effective Date stated above.

CITY OF SOUTH BEND
BOARD OF PARK COMMISSIONERS

HEADING FOR HOME LLC

Mark Neal, President



Andrew T. Berlin, Manager

Consuella Hopkins, Vice President

Aimee Buccellato, Member

Dan Farrell, Member

4000.0000069 55,711,047