

LICENSE AGREEMENT FOR TEMPORARY STORAGE

This License Agreement For Temporary Storage (this “Agreement”) is made on October 27, 2016 (the “Effective Date”), by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the “Commission”), and Swing-Batter-Swing, LLC, an Indiana limited liability company with offices at 501 W. South St., South Bend, Indiana 46601 (the “Company”) (each a “Party,” and collectively, the “Parties”).

RECITALS

A. The Commission owns certain real property and improvements located within the River West Development Area of the City of South Bend, Indiana (the “City”), as more particularly described in attached **Exhibit A** (the “Property”).

B. The Company desires temporary access to and use of a portion of the Property, as described in attached Exhibit A (the “Storage Premises”), for the purpose of temporarily storing certain goods and equipment associated with the Company’s operation of the stadium commonly known as Four Winds Field at Stanley Coveleski Stadium (the “Stadium”).

C. The Commission is willing to permit the Company temporarily to gain access to and use the Storage Premises for said purpose, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. License; Limitation. The Commission grants to the Company, its agents, contractors, and employees (collectively, the Company’s “Representatives”) a temporary, non-exclusive license to enter and use the Storage Premises for storage of goods and equipment associated with the Company’s operation of the Stadium, provided that the Company’s use of the Storage Premises is reasonable at all times and comports with the terms of this Agreement and all applicable laws. The Commission and the Company mutually acknowledge that the Commission and/or the Commission’s tenants, licensees, and invitees are entitled to use certain portions of the Property exclusive of the Storage Premises. In the event any conflict between the Company’s use of the Storage Premises and other preexisting uses of the Property arises, the Company agrees that it will not interfere with such other uses of the Property.

2. Term; Termination. The Company’s license to use the Storage Premises will commence on the Effective Date of this Agreement and will terminate as the Parties may mutually determine, provided, however, that the Commission or the Commission’s authorized representative may revoke and terminate the license at any time for any reason, as determined in its, his, or her sole discretion.

3. License Fee. For its use of the Storage Premises, the Company will pay to the Commission a license fee of One Thousand Dollars (\$1,000.00) per month (the “Fee”) on or before the first day of each month during the term of this Agreement. In the event this Agreement

terminates and the Company vacates the Storage Premises before the end of a month for which the Company paid the Fee in advance, the Commission agrees, upon the Company's request, to reimburse to the Company a prorated share of the Fee for that month.

4. Hazardous Materials. The Company shall not, without the prior written consent of the Commission, cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted at the Property.

5. Security. The Company understands and agrees that the Commission shall not be liable for any loss, damage, destruction, or theft of the Company's property or any bodily harm or injury that may result from the Company's use of the Storage Premises or the Property. The Company understands and agrees that it will at all times be solely responsible for the safety and security of all its Representatives on or in the Storage Premises and the Property and any property the Company uses or stores on or in the Storage Premises.

6. Maintenance; Damage. At all times during the period of the license, the Company will keep the Storage Premises in good order and condition. To the extent that any portion of the Storage Premises is disturbed or damaged in connection with the Company's use of the Storage Premises, the Company, at the Company's sole expense, shall restore the Storage Premises to the condition that existed immediately prior to such disturbance or damage to the satisfaction of the Commission.

7. Compliance. The Company understands and agrees that it will, at its own expense, observe and comply with all applicable statutes, laws, ordinances, requirements, orders, rules, and regulations of all governmental authorities in relation to its use of the Storage Premises under this Agreement.

8. Reservation. The Commission reserves the right to use the Property during the term of this Agreement for any purpose that does not substantially interfere with or obstruct the Company's permitted use of the Storage Premises in accordance with the terms of this Agreement.

9. Indemnity. The Company agrees and undertakes to indemnify and hold the City and the Commission, and their respective agents, employees, successors, and assigns, harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which the City or the Commission may suffer or incur as a result of any claims or actions which may be brought by any person or entity arising out of the approval granted herein by the Commission or the Company's use of the Property. If any action is brought against the City or the Commission, or their respective agents, employees, successors, or assigns, in connection with the Company's use of the Property, the Company agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

10. Insurance. The Company, at the Company's sole expense, shall maintain during the term of this Agreement commercial general liability insurance covering the Company and its use of the Property for the purposes stated in this Agreement in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence. The Company agrees to include the Commission and the City as additional insureds on any such policy and produce to the Commission a certificate of insurance evidencing the same. To the extent that the Commission or the City is harmed as a

result of the Company's use of the Property, the Company hereby grants the Commission first priority on any proceeds received from the Company's insurance. Notwithstanding anything in this Agreement to the contrary, neither the Commission nor the City waive any governmental immunity or liability limitations available to them under Indiana law.

11. Authority. Each undersigned person signing on behalf of his or her respective Party certifies that he or she is duly authorized to bind his or her respective Party to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have each executed this Agreement to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

SWING-BATTER-SWING, LLC

Andrew Berlin, Manager

4000.0000069 47485749.003

EXHIBIT A

Description of Property

Real property located in the City of South Bend, St. Joseph County, Indiana, more particularly described as follows:

Lots Numbered Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty –two (22) and Twenty-three (23) as shown on the recorded Plat of William S. Vail's Addition to the Town, now City of South Bend; including that part of Railroad Avenue heretofore vacated lying South of and adjoining said Lots 22 and 23. Also, the entire vacated alley running East and West lying between Lots 20 and 21 as shown on the recorded Plat of William S. Vail's Addition to the City of South Bend; also, the East One-half (1/2) of Vacated Franklin Street lying West of and adjacent to said Lots 17 through 23.

Commonly known as 313 W. Western Avenue, South Bend, Indiana.

Parcel Key Nos. 018-3012-0447 and 018-3012-0452

Description of Storage Premises

Approximately 2,000 square feet of the northernmost building situated in the above-described Property.