

FIRST AMENDMENT TO TEMPORARY USE AND MANAGEMENT AGREEMENT

This First Amendment To Temporary Use And Management Agreement (this “First Amendment”) is made and entered into as of April 27, 2017 (the “Effective Date”), by and between the City of South Bend, Indiana, Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission (“Owner”), and Downtown South Bend, Inc., an Indiana non-profit corporation with offices at 217 South Michigan Street, South Bend, Indiana 46601 (“DTSB”).

RECITALS

A. Owner and DTSB entered into that certain Temporary Use And Management Agreement dated April 30, 2015 (the “Agreement”), regarding DTSB’s use and management of certain Premises located in the City of South Bend (the “City”).

B. The City has contracted with Mydatt Services, Inc. d/b/a Block by Block (“BBB”) for the provision of certain services related to the City’s parking facilities, including some management services previously rendered by DTSB under the Agreement.

C. In order to revise the scope of DTSB’s obligations under the Agreement for appropriate coordination with the services rendered by BBB, Owner and DTSB desire to amend certain terms and provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Agreement and this First Amendment, and in accordance with Section 3 of the Agreement, Owner and DTSB agree as follows:

1. Section 5(a) of the Agreement is deleted in its entirety and replaced by the following:

(a) DTSB shall perform the following services for Owner in compliance with all laws and ordinances applicable thereto:

- A. Collect parking receipts and make disbursements related to use of the Premises for parking, as hereinafter provided;
- B. Account for parking receipts and disbursements related to use of the Premises for parking, as hereinafter provided;
- C. Consult with Owner on parking matters related to the Premises; and
- D. Resolve all customer service matters related to the Premises.

2. The first sentence of Section 6 of the Agreement is deleted in its entirety and replaced by the following: “Unless paid by Owner, the City, BBB, or another service provider, DTSB will pay all Operating Expenses incurred in relation to DTSB’s use and management of the Premises.”

3. Capitalized terms used but not otherwise defined in this First Amendment will have the meanings set forth in the Agreement.

4. All terms and conditions of the Agreement will remain in full force and effect unless expressly modified by this First Amendment.

5. 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.

IN WITNESS WHEREOF, Owner and DTSB have executed this First Amendment to be effective as of the Effective Date stated above.

CITY OF SOUTH BEND, INDIANA,
DEPARTMENT OF REDEVELOPMENT,
BY AND THROUGH THE SOUTH BEND
REDEVELOPMENT COMMISSION

DOWNTOWN SOUTH BEND, INC.,
an Indiana non-profit corporation

Marcia I. Jones, President

By: _____
Printed: _____
Title: _____
Date: _____

ATTEST:

Donald E. Inks, Secretary

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