

**LICENSE AGREEMENT
FOR TEMPORARY USE OF REDEVELOPMENT COMMISSION PROPERTY**

This License Agreement (this “Agreement”) is made on March 22, 2018 (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 Downtown South Bend, Inc., an Indiana non-profit corporation with a registered office address of 217 S. Michigan St., South Bend, Indiana 46601 (the “Company”) (each a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, 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 **Exhibit A** attached hereto (the “Property”); and

WHEREAS, Southhold, LLC (“Southhold”) retains or will acquire certain rights of access to the Property, including rights pursuant to the Temporary Access Agreement between Southhold and the Commission dated July 16, 2015, and any subsequent agreement between Southhold and the Commission; and

WHEREAS, the Company desires temporary access to the Property for the purpose of conducting various events throughout the year (each an “Activity” and collectively the “Activities”), as described in the proposal attached hereto as **Exhibit B** (the “Activity Proposal”); and

WHEREAS, the Commission is willing to permit the Company to gain access to and temporarily use the Property for the Activities, 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. The Commission grants to the Company, its agents, employees, and invitees, a temporary, non-exclusive license to enter and use the Property for the purpose of conducting the Activities, provided that the Company’s use of the Property is reasonable at all times and comports with the terms of the Activity Proposal, the terms of this Agreement, and all applicable laws. The Company understands that the Property is comprised of the area commonly known as the Gridiron alone, and this Agreement does not permit the Company to use the alleys, parking lots, or sidewalks adjacent to the Property.

2. The Company’s license to use the Property for the Activities shall be effective for the times stated in the Activity Proposal, 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. The Company agrees that it will not store any supplies, materials, goods, or personal property of any kind on the Property or otherwise use the Property for any purposes except during the time of the license stated in the foregoing sentence.

Immediately upon the completion of each Activity, the Company will remove from the Property all supplies, materials, goods, and personal property (including trash) used in connection with the Activity. At all times during the period of the Activities, the Company will keep the Property in good order and condition.

3. 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 Property. The Company understands and agrees that it will at all times be solely responsible for the safety and security of all persons on the Property and any property the Company uses or stores on the Property in connection with the Activities.

4. 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. The Company understands and agrees that it will secure in its own name and at its own expense all necessary permits and authorizations needed in order to conduct the Activities.

6. 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 the Activities conducted on the Property.

7. 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 Property in accordance with the Activity Proposal and the other terms of this Agreement.

8. To the extent that any portion of the Property is disturbed or damaged in connection with the Company's use of the Property, the Company, at the Company's sole expense, shall restore the Property to the condition that existed immediately prior to such disturbance or damage to the satisfaction of the Commission.

9. The Company agrees and undertakes to indemnify and hold the City and the Commission, and their respective agents, employees, successors, assigns, and licensees 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 Activities, the Company agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

10. The Company, at the Company's sole expense, shall maintain during the term of this Agreement commercial general liability insurance covering the Company and the Activities 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. Each undersigned person signing on behalf of his/her respective Party certifies that he/she is duly authorized to bind his/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.

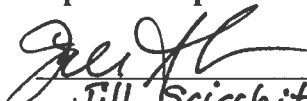
**SOUTH BEND REDEVELOPMENT
COMMISSION**

Dave Varner, Vice President

ATTEST:

Donald E. Inks, Secretary

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

By: 
Printed: Jill Scicchitano
Its: Executive Director

CONSENT OF SOUTHHOLD, LLC

Southhold, LLC hereby consents to the foregoing License Agreement between the South Bend Redevelopment Commission and Downtown South Bend, Inc.

**SOUTHHOLD, LLC,
an Indiana limited liability company**

By: _____
Printed: _____
Its: _____
Date: _____

4000.0000030 45,924,013.001

EXHIBIT A

Description of Property

The portion of the following property commonly known as the Gridiron:

Lot 1 of the recorded plat of Hall of Fame Second Minor Subdivision, recorded on July 22, 2015, as Document No. 1518735, in the Office of the Recorder of St. Joseph County, Indiana. [Parcel Key No. 018-3091-347405]

EXHIBIT B

Activity Proposal

First Fridays

First Friday of the summer months, May through October, 5:00 p.m. to 9:00 p.m.

First Fridays is a time that businesses open their doors to host live musical performances, demonstrations, classes, kids' activities, art receptions, food and drinks specials, and much more.

Egg Stravaganza

March 24th – 10:00 a.m. to 4:00 p.m.

Egg Stravaganza is the celebration of the arrival of spring in downtown South Bend, with family-friendly games and activities taking place on the Gridiron and throughout downtown.

Summer Fitness Series

Saturdays, 7:30 a.m. to 11:30 a.m., June 9 through September 1

Free outdoor fitness classes are offered throughout the summer each Saturday morning, with yoga at 8 a.m., Zumba at 9 a.m., and a rotating third hour of various fitness classes like piloxing and kickboxing.

Summer Film Series

Second Saturday of each summer month, June 9, July 14, and August 11, from 5:00 p.m. to 11:30 p.m.

The public is invited to watch a free screening of a film outdoors on the Gridiron at dusk, with a pre-movie celebration featuring activities themed to the selected film.

Art Beat

August 18th - A day-long celebration of the arts in downtown South Bend, featuring nearly 1000 local visual, performing, and culinary artists and a Community Art Project.

Downtown Trick or Treating

October 26th – Bring your children for an evening of Trick or Treating Downtown! 5:00 pm to 7:00 pm.

Downtown for the Holidays

December 7 – 24

A celebration of the Holidays in downtown South Bend, with holiday decorations, a tree-lighting ceremony, visits with Santa, free cookie decorating, holiday entertainment, and much more.

Look for the little red and white house located next to The South Bend Chocolate Café. Santa's House is a great place to spend one-on-one time with the "big guy." So don't forget to bring your wish list and a camera. After your visit with Santa head inside to the Workshop where you can spend time with family and friends doing all sorts of activities having fun. Coloring, holiday movies, hands-on activities and demonstrations. Live musical performances throughout the month. Visit Santa's Gingerbread Village to see the beautiful gingerbread creations by "kids" of all ages and don't forget to vote for your favorite. Stop by the downtown information table for special offerings by downtown merchants and businesses.