LICENSE AGREEMENT FOR USE

This License Agreement For Use (this "Agreement") is made on January 14, 2021, by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the "Commission"), and M & M Promotions, LLC. (the "Licensee") (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"), commonly known as 400 & 410 W. Sample St., South Bend, IN 46601-, as further described on Exhibit A (the "Property").

B. The Licensee desires temporary access to the Property during a ticketed public event occurring on September 18, 2021, during which the Licensee will have a music festival- at the Property (the "Event").

C. The Commission is willing to permit the Licensee to gain access to and temporarily use the Property during the Event, subject to applicable laws and the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the Parties agree as follows:

1. License. The Commission grants to the Licensee a temporary, exclusive license to enter and use the Property during the Event, provided that the Licensee's use of the Property is reasonable at all times and comports with the terms of this Agreement and all applicable laws.

2. Term and Termination. The Licensee's license to use the Property shall be effective at 12:00 a.m. on September 11, 2021, and shall terminate at 11:59 p.m. on September 25, 2021 (the "Term").

3. No Lease or Easement; Assignment. The Commission represents that it is the sole owner in fee simple of the Property and has the lawful right to permit the Licensee to use the Property under this Agreement. The Parties acknowledge and intend that this Agreement will not constitute a lease of or an easement over the Property, and the Licensee will have no right or authority to convey any leasehold or other interest in the Property to any other person or entity. Except as expressly provided in this Agreement, any attempt by the Licensee to grant or lease any interest in the to any other person or entity will be void ab initio and of no force or effect. The Parties agree that neither this Agreement nor any of the Licensee's rights under this Agreement may be assigned, in whole or in part, to any other party without the Commission's prior written consent.

4. Maintenance. The Licensee will keep the Property in good order and condition during the Term, including, without limitation, clearing all debris from the Property.

5. Security. The Licensee understands and agrees that the Commission shall not be liable for any loss, damage, destruction, or theft of the Licensee's or its employees' or invitees' property or any bodily harm or injury that may result from the Licensee's or its employees' or invitees' use of the Property. The Licensee understands and agrees that it will at all times be solely responsible for the safety and security of all persons, property, and vehicles, including any property contained within the vehicles, on the Property in connection with the Licensee's or its employees' or invitees' use of the Property under the terms of this Agreement.

6. Storage. Other than the equipment required for the Event, the Licensee agrees that it will not store or allow to be stored any supplies, materials, goods, or personal property of any kind on the Property. In addition, the Licensee will not cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted at the Property.

7. Regulations; Other Permits. The Licensee 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 Property and that it will consult with other City departments as may be reasonably requested by the City. The Licensee understands and agrees that it will secure in its own name and at its own expense all other permits and authorizations, if any, necessary for its use of the Property in accordance with the terms of this Agreement.

8. Restoration. To the extent that any portion of the Property is disturbed or damaged in connection with the Licensee's use of the Property, the Licensee, at the Licensee'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. Indemnification. The Licensee agrees and undertakes to defend, indemnify, and hold harmless the City and the Commission, and their respective officials, employees, agents, successors, and assigns, from and against 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 license granted herein by the Commission or the Licensee's use of the Property. If any action is brought against the City or the Commission, or their respective officials, employees, agents, successors, and assigns, in connection with the Licensee's use of the Property, the Licensee agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

10. Insurance. The Licensee, at the Licensee's sole expense, shall maintain during the Term of this Agreement commercial general liability insurance sufficiently covering the Event. To the extent that the Commission or the City is harmed as a result of the Event or Licensee's use of the Property, the Licensee hereby grants the Commission first priority on any proceeds received from the Licensee'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. Integration; Amendment. This Agreement supersedes all prior negotiations, understandings, and agreements, whether written or oral, concerning the subject matter of this

Agreement and constitutes the Parties' entire agreement. This Agreement may not be altered except by a written instrument signed by authorized representatives of both Parties.

12. Waiver. Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

13. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect unless amended or modified by mutual consent of the parties.

14. Counterparts; Signatures. This Agreement may be separately executed in counterparts by the Commission and the Licensee, and the same, when taken together, will be regarded as one original Agreement. Electronic signatures will be regarded as original signatures.

15. 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.

16. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.

{Signature Page Follows}

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

M&M Promotions, LLC

Doug Michael, Partner

Date: 1-11-2021

Steve Mihaljevic, Partner

Date: 1/11/2021

SOUTH BEND REDEVELOPMENT COMMISSION

Marcia I. Jones, President

ATTEST:

Quentin M. Phillips, Secretary

Date:

EXHIBIT A

Property Description

Tax Key No. 018-8021-084906
State Parcel ID: 71-08-14-226-001.000-026
Legal Description: Lot 6 Ignitions Park Major Sub Sec 2 15/16 NP#4562 07-01-2014
Commonly Known As: 410 W. Sample St., South Bend, IN 46601

Tax Key No. 018-8021-0849
State Parcel ID: 71-08-14-276-002.000-026
Legal Description: Lot 5 Ignitions Park Major Sub Sec 2 15/16 NP#4562 07-01-2014
Commonly Known As: 400 W. Sample St., South Bend, IN 46601

EXHIBIT B

Property Map

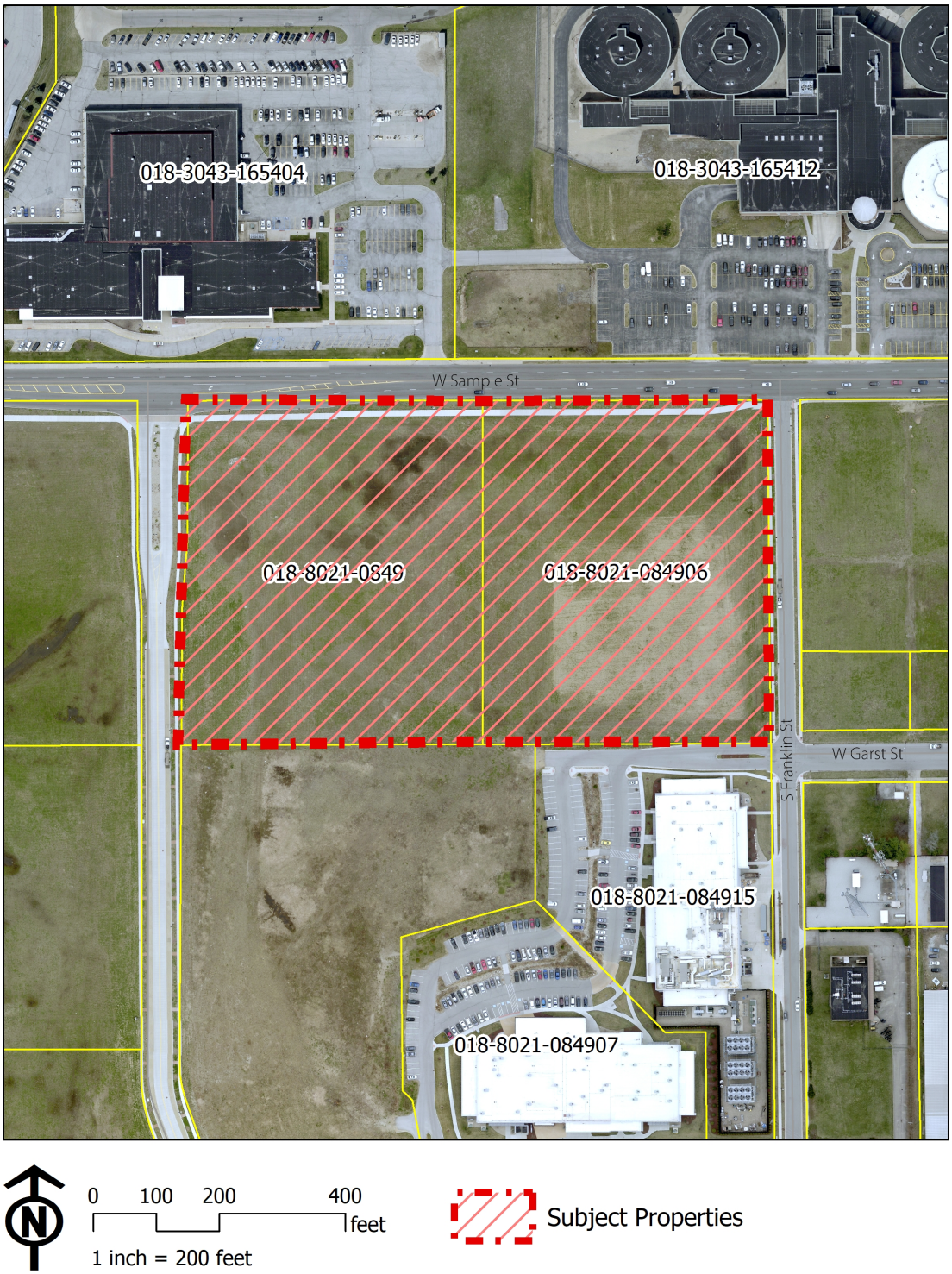

EXHIBIT B

Festival Layout Map