

FIRST AMENDMENT TO LICENSE AGREEMENT FOR USE

This First Amendment to License Agreement For Use (this “First Amendment”) is dated August 12, 2021 (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 M & M Promotions, LLC (the “Company”) (each a “Party” and collectively the “Parties”).

RECITALS

- A. The Commission and the Company entered into a License Agreement For Use dated January 28, 2021 (the “Agreement”) with regard to the Property; and
- B. The Company desired temporary access to portions of the Commission Property during a ticketed public event occurring on September 18, 2021 (the “Event”),
- C. The Parties now wish to amend the Agreement to change the date of the event.

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

- 1. Recital A of the Agreement shall be deleted in its entirety and replaced with the following:

The Licensee desires temporary access to portions of the Commission Property during a ticketed public event occurring on May 14, 2022 (the “Event”)
- 2. Section 2 of the Agreement shall be deleted in its entirety and replaced with the following:

Term and Termination. The Licensee’s license to use the Property shall be effective at 12:00 a.m. on May 7, 2022 and shall terminate at 11:59 p.m. on May 21, 2022 (the “Term”).
- 3. Unless expressly modified by this First Amendment, the terms and provisions of the Agreement remain in full force and effect.
- 4. Capitalized terms used in this First Amendment will have the meanings set forth in the Agreement unless otherwise stated herein.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to License Agreement for Temporary Parking to be effective as of the Effective Date stated above.

M&M PROMOTIONS, LLC.

SOUTH BEND REDEVELOPMENT COMMISSION

Doug Michael, Partner

Marcia I. Jones, President

Steve Mihaljevic, Partner

ATTEST:

Quentin M. Phillips, Secretary