

ASSIGNMENT AND ASSUMPTION OF AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated as of _____, 2024 ("Effective Date"), is made by and among Board of Park Commissioners of the City of South Bend, Indiana, hereinafter referred to as the "Park Board," the governing body of the Venues Parks & Arts Department of the City of South Bend, ("Assignor") and the South Bend Redevelopment Authority ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor, Parks Board, and Swing Batter Swing, LLC ("Tenant") are parties to a certain Amended and Restated Stadium Use, Management and Operations Agreement dated January 19, 2021 ("Lease Agreement");

WHEREAS, pursuant to the Lease Agreement, Assignor has the complete authority to assign its obligations under the Lease Agreement to any other Agency, Department, Authority, or Commission of the City of South Bend.

WHEREAS, Assignee has been created pursuant to Indiana Code 36-7-14.5 as a separate body, corporate and politic, and as an instrumentality of the City of South Bend, Indiana (the "City"), is authorized to hold and dispose of real property pursuant to Indiana Code Section 36-7-14.5-12(a)(4) and (5), and is authorized to receive such property from another governmental entity pursuant to Indiana Code Section 36-1-11-8;

WHEREAS, the City has determined to undertake a local improvement project at Four Winds Field necessitating the transfer of ownership of Four Winds Field and the surrounding park from the Park Board to the South Bend Redevelopment Authority.

WHEREAS, Assignor on behalf of Assignee will continue to fulfill the current obligations of the Assignor under the Lease Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignee and Assignor hereby agree as follows:

1. Recitals; Capitalized Terms. The recitals to this Assignment are fully incorporated by this reference as if set forth herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Lease Agreement.

2. Assignment and Assumption.

(a) Effective as of the Effective Date, Assignor hereby transfers, assigns, conveys and delegates to Assignee all of Assignor's right, title, and interest in, to and under the Lease Agreement.

(b) Effective as of the Effective Date, Assignee hereby accepts such assignment and assumes from Assignor all liabilities and obligations under the Lease Agreement arising on

the Effective Date and thereafter, and agrees to pay, perform, and discharge, when due, all of such liabilities and obligations thereunder.

3. Representations and Warranties.

(a) Each party hereto hereby represents and warrants to the other that it has been duly authorized to execute and deliver this Assignment and that this Assignment constitutes the legal, valid and binding obligation of such party and is enforceable against such party in accordance with its terms.

(b) Assignor hereby represents and warrants that as of the Effective Date: (i) no amount, fee or charge is due or outstanding under the Lease Agreement, (ii) it is in compliance in all material respects with the terms of the Lease Agreement, (iii) to the best of its knowledge, no default exists and no event has taken place which, with notice, the passage of time or both, would result in a default under the Lease Agreement; and (iv) the Lease Agreement has not been modified, amended or supplemented, except as attached hereto.

4. Governing Law. The internal laws of the State of Indiana applicable to contracts made and wholly performed therein shall govern the validity, construction, performance and effect of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors in interest and assigns.

6. Headings. The subject headings or captions of the paragraphs in this Assignment are inserted for convenience of reference only and shall not affect the meaning, construction or interpretation of any provisions contained herein. All terms herein are equally applicable to both the singular and plural forms of such terms.

7. Counterparts. This Assignment may be signed in one or multiple counterparts, with each counterpart having the same force and effect as if this single instrument were executed by each of the parties hereto and delivered to the other party.

8. Severability. If any provision of this Assignment shall be held invalid, illegal, or unenforceable, the validity, legality or enforceability of the other provisions of this Assignment shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

9. Further Assurances. The parties hereto agree to (i) execute such further documents and agreements as may be necessary or appropriate to effectuate the purpose of this Assignment, and (ii) Assignor will continue to fulfill the obligations on behalf of Assignee required of Assignee under the Lease Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the date first above written.


ASSIGNOR:

CITY OF SOUTH BEND,
BOARD OF PARK COMMISSIONERS

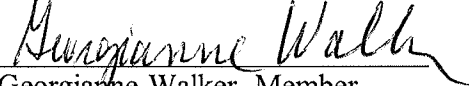


Mark Neal, President

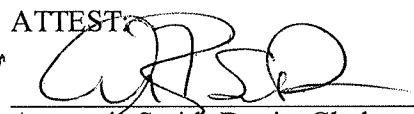
Consuella Hopkins, Vice President



Sam Centellas, Member



Georgianne Walker, Member

ATTEST:


Anastasia Smith-Davis, Clerk

ASSIGNEE:

SOUTH BEND REDEVELOPMENT AUTHORITY

Mr. Anthony Fitts, President
ATTEST:

Ms. Erin Hanig, Secretary

EXHIBIT A
Lease Agreement

