

**FIRST AMENDMENT TO LICENSE AGREEMENT
(Little League Ball Fields)**

THIS FIRST AMENDMENT OT LICENSE AGREEMENT ("Amendent ") is made the _____ day of _____, 2017 by and between THE MAYOR AND COUNCIL OF BOONSBORO, a body corporate and politic and a subdivision of the State of Maryland ("Licensor") and SOUTH MOUNTAIN LITTLE LEAGUE, INC., a Maryland non-profit corporation, to be known as SOUTH COUNTY LITTLE LEAGUE, INC. ("Licensee").

RECITALS

A. By a License Agreement dated March 7, 2017, Licensor and South Mountain Little League, Inc. agreed to the licensing of certain youth baseball fields and related facilities located at real property within the corporate limits of the Town of Boonsboro, Maryland, situate immediately northeast of the intersection of Maryland Route 34 and Monroe Road and generally known as 6819 Monroe Road, Boonsboro, Maryland.

B. South Mountain Little League, Inc. is undergoing a name change to be filed with the Maryland Depaartment of Assessments and Taxation. The new name will be "South County Little League, Inc."

C. The parties agree that the License Agreement will continue in full force and effect upon the name change noted above.

WITNESSETH:

For and in consideration of the covenants, conditions, agreements, and stipulations of the Licensee previously expressed and the promises contained herein, the parties, intending to be legally bound, under seal, agree as follows:

1. Amendment to License Agreement.

Upon the filing of the name change with the Maryland Department of Assessments and Taxation by South Mountain Little League, Inc., changing its name to "South County Little League, Inc.", said new name shall be used for all purposes in the License Agreement as the "Licensee".

2. Consent by Licensor.

Licensor, pursuant to Section 26 of the License Agreement, consents to the name change and to "South County Little League, Inc." being the successor of South Mountain Little League, Inc. for all purposes in the License Agreement.

3. **Continuation of License Agreement.**

The parties agree that all terms and conditions of the License Agreement shall remain in full force and effect.

4. **Captions.**

The captions and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Amendment.

5. **Applicable Law.**

This Amendment shall be governed by and construed under the laws of the State of Maryland. If any provision of this Amendment, or portion thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Amendment shall not be affected thereby, and each provision of this Amendment shall be valid and enforceable as fully permitted by law. It is the intention of the parties that, if any provision of this Amendment is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

6. **Authority.**

Licensee warrants and represents to Licensor that Licensee's execution of this Amendment has been duly authorized by the Licensee's Board of Directors.

7. **Successors.**

This Amendment and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Licensor and its successors; and shall inure to the benefit of and be binding upon Licensee and its successors, but only to the benefit of and binding upon such assigns to whom the assignment has been consented to by Licensor.

8. **Relationship.**

It is agreed that nothing contained in this Amendment shall be deemed or construed as creating a partnership, joint venture, or a relationship other than that of licensor and licensee between the parties. It is agreed that nothing contained in this Amendment shall create an estate in land. No leasehold interest is intended to be created by this Amendment.

9. **Counterparts.**

This Amendment may be executed in multiple counterparts, any one of which may be

considered and used as an original.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement on the date first written above.

Attest:

LICENSOR:

THE MAYOR AND COUNCIL OF
BOONSBORO

Town Clerk

By: _____(SEAL)
Howard W. Long, Mayor

Attest:

LICENSEE:

SOUTH MOUNTAIN LITTLE LEAGUE,
INC.
To be named South County Little League,
Inc.

Secretary of the Corporation

By: _____(SEAL)
Ernest C. Harr, Jr., President

