

**SECOND AMENDMENT  
TO LICENSE AGREEMENT**

This Second Amendment to License Agreement (“**Second Amendment**”) is made by and among Daniela Bianchini and PabloDiego Perez Riesco, 5457 43<sup>rd</sup> Ave S. Minneapolis, MN 55417 (“**Artists**”), the Cityof Hastings, a Minnesota municipal corporation, 101 East 4<sup>th</sup> Street, Hastings, MN 55033 (“**City**”), and Hastings Family Service, a Minnesota nonprofit corporation, 301 Second Street East, Hastings, MN 55033 (“**Owner**”) (Artists, City and Owner are collectively “**Parties**”).

**RECITALS**

WHEREAS, the Parties entered into that certain License Agreement dated April 6, 2020 (the “**License Agreement**”) by which the Owner granted a licenseto the City and the Artists for the purpose of allowing the Artists to create a public art mural on the North face of Owner’s building located at 301 Second Street East, Hastings, MN 55033, which License Agreement amended on June 1, 2020 by the First Amendment, extending the completion date to May 31, 2021; and

WHEREAS, the City, the Artists and the Owner desire to further extend the term of the license granted to the City and the Artists for completion of the Artwork.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is duly noted, the parties hereby agree as follows:

**AGREEMENT**

Owner, the Artists and the City agree as follows:

1. The Parties all acknowledge they have received a copy of the Second Amendment to the Cityof Hastings – Mural Agreement by which the City and the Artists agreed that the timelinefor the Artists to complete the Artwork as defined in the Mural Contract is extended to September 30, 2021.
2. Owner hereby extends the term of the temporary license granted to the City, the Artists, their employees, contractors and agents under the License Agreement to enter the Property to accommodate the extended timeline set forth in the Second Amendment to the City of Hastings – Mural Contract.

Except as expressly modified herein, the terms of the License Agreement and all obligations of the City, the Artists and the Owner thereunder shall remain the same and shall remain in full force and effect.

**CITY OF HASTINGS**

By: \_\_\_\_\_  
Mary Fasbender, Mayor

*(SEAL)*

By: \_\_\_\_\_  
Kelly Murtaugh, City Clerk

**ARTIST**

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Daniela Bianchini

**ARTIST**

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Pablo Diego Perez Riesco

**HASTINGS FAMILY SERVICE**

By: \_\_\_\_\_

Its: \_\_\_\_\_