

PARKING AREA LICENSE AGREEMENT

This PARKING AREA LICENSE AGREEMENT ("License Agreement") is made the 1ST day of October, 2015, by and between CAPITAL VIEW CAFE (herein referred to as "-----" or "Licensor") CENTRO and St Paul Event Center at 627 Smith Av S St Paul, MN 55107 (herein referred to as "Licensee"), who hereby agree as follows:

SECTION 1. License. Licensor hereby licenses the use of the following described property to Licensee, and Licensee hereby licenses from Licensor, upon and subject to the terms and provisions of this License Agreement. Surface parking area _____ (Describe the Parking Area) (hereby referred to as the "Licensed Premises"). The Licensed Premises being more fully illustrated on the Parking Lot Inspection Sheet attached hereto and made a part hereof.

SECTION 2. Term of License Agreement. The term of this License Agreement shall begin on October, 1ST, 2015 and shall expire upon reasonable notice by either party of its intention to terminate this agreement. 1 YEAR LEASE WITH OPTION TO RENEW!

SECTION 3. Usage Fee. 350 PER MONTH

SECTION 4. Use, Times and Operations of Licensed Premises.

- a. The Licensed Premises shall be used by Licensee solely for parking vehicles of persons attending functions connected with Licensee and for no other purpose. Licensee shall furnish at its expense all personnel necessary to operate the Licensed Premises, and shall provide at its own expense all security necessary for use of the Licenses Premises. Licensee is specifically prohibited from sublicensing, leasing or renting the Licensed Premises to any other person or entity.
- b. Unless otherwise agreed, Licensor permits the Licensee to use the lots for seven days a week during the following hours:

Monday from 3pm To 10pm Tuesday from 3pm To 10pm
 Wednesday from 3pm To 10pm Thursday from 3pm To 10pm
 Friday from 3pm To 1am Saturday from 3pm To 1am
 Sunday from 3pm To 10pm

SECTION 5. Maintenance. Licensee shall, at its own expense, keep the Licensed Premises clear of all debris as it relates to their use. Licensor and Licensee shall complete a Staging Lot Inspection Sheet, as provided by the Licensor, upon the first use and expiration of the Term of License Agreement. Licensor shall keep photographic evidence as to the conditions of the Licensed Premises at the time of first use and expiration of the License Agreement. The Licensee

is responsible for any and all damages to the Licensed Premises during the specified time of the License Agreement, and during the time required to completely vacate the premises.

SECTION 6. Indemnification. Licensee hereby agrees to indemnify, defend and hold harmless Licensor, its officers, directors, employees, affiliates and stockholders (hereinafter collectively referred to as the "Indemnified Parties") from and against any and all damages or loss to persons or property suffered by Licensor from the reasonable use of the premises by the licensee.

SECTION 7. Insurance. Licensee agrees to carry and pay the premiums for insurance of the types and in the limits that it deems sufficient for its protection.

SECTION 8. Traffic Control. Licensee shall use its best efforts to insure that all employees and invitees of Licensee comply with and cooperate fully with all requests of Licensor relating to traffic control.

SECTION 9. Security and Safety. Licensee agrees to employ adequate security to secure Licensed Premises during its period of use.

SECTION 10. Assignment. Licensee may assign this License Agreement only with the prior written consent of Licensor.

SECTION 11. Attorneys Fees. If any legal action or other proceeding is brought for the enforcement of this License Agreement, or because of a dispute, breach, default or misrepresentation in connection with any provisions of this License Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

SECTION 12. Notices:

If to Licensor: *CAPITOL VIEW CAFE 637 S. SMITH AVE ST PAUL MN 55107*

If to Licensee: St Paul Event Center at 627 Smith Ave South St Paul, MN 55107

SECTION 12. Governing Law. This License Agreement shall be governed by, and construed according to, the laws of the State of Minnesota (exclusive of conflicts of law principles).

IN WITNESS WHEREOF, the parties hereto have executed the License Agreement in multiple original counterparts on the day and year above written.

ATTEST: (name of the licensor)

CAPITAL VIEW CAFE & CATERING

By: GLEN LULEN

Its: OWNER

637 S. SMITH AVE
ST PAUL MN 55107
651-290-0218

ATTEST: (Name of the Licensee)

St Paul Event Center

By: Mahamud Mahamud

Its: owner

627 Smith Ave S
St Paul MN 55107

tel: (612)-250-3237

PARKING LICENSE AGREEMENT

THIS AGREEMENT is entered into this 1st day of October, 2015 between **BankCherokee**, a Minnesota banking corporation, ("**BankCherokee**") and **St. Paul Event Center** ("**Event Center**"),

1. Definitions in this Lease.

- a. "**Premises**" means BankCherokee's Branch and parking lot located at 607 S. Smith Avenue, St. Paul, Minnesota.
- b. "**Parking Area**" means that portion of the Premises presently used and dedicated for parking consisting of 24 designated parking stalls, which shall be used by Licensee on a non-exclusive basis in accordance with this Agreement.

2. Parking License.

This Agreement shall grant to Event Center a non-exclusive right to use the Parking Area for its customers to park their vehicles after 6:00 o'clock p.m. until 12:00 o'clock a.m. Monday through Friday, and after 2:00 o'clock p.m. Saturday until 10:00 o'clock p.m. on Sunday. No overnight parking is allowed.

3. Terms.

The term of this Agreement shall be for three (3) years commencing January 1, 2016 and terminating on December 31, 2018, terminable by either party upon thirty (30) days advance notice given to coincide with the end of a calendar month.

4. License Fee.

For and in consideration of the license granted by BankCherokee to Event Center under this Agreement, Event Center shall pay to BankCherokee a quarterly parking license fee of \$100.00 which shall be payable on or before the first day of each quarter. These fees will begin once Event Center has started to hold events.

Payments which are not received by BankCherokee on or before the fifth (5th) day of the quarterly due date shall be subject to a five (5%) percent late charge.

5. Use of Parking Area.

The Parking Area shall be used for automobiles or light trucks not exceeding 7,000 pounds gross weight and for no other purpose. Only the motor vehicles of Event Center's employees and customers shall be authorized to use the Parking Area during designated times set forth in Section 2. No vehicle may be parked that would block the Bank drive-thru or ATM lanes. Unauthorized parked vehicles and vehicles parked in violation of this Agreement may be towed at owner's risk.

6. Insurance.

During the term of this Agreement, Event Center shall maintain commercial general liability insurance with limits of liability of not less than \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 covering liability arising from Event Center's use of the Parking Area. Event Center shall name BankCherokee as an additional insured with respect to coverage and shall furnish a Certificate of Insurance evidencing the policy prior to or upon execution of this Agreement.

7. Indemnification.

Event Center hereby agrees to indemnify, defend and hold harmless Bank, its officers, directors, employees, affiliates and stockholder (hereinafter collectively referred to as the "Indemnified Parties") from and against any and all damages or loss to person or property suffered by BankCherokee from the reasonable use of premises by Event Center.

8. Interruption.

BankCherokee will not be responsible for any temporary interruption of access to the Parking Area because of maintenance, repairs or alterations by BankCherokee or for any cause beyond BankCherokee's control and there shall be no abatement of rent under this Agreement or other claims against BankCherokee arising from any such cause.

9. Patrol and Security.

BankCherokee shall have sole control and authority over the Parking Area and may adopt Rules and Regulations as BankCherokee deems reasonably necessary. Notwithstanding the foregoing, Event Center acknowledges for itself and authorized persons using the Parking Area that the Parking Area is not patrolled and BankCherokee shall not be responsible for the acts of third parties or for loss or damage to person or property parked, left or stored within the Parking Area. Event Center shall indemnify BankCherokee with respect to any claims made against BankCherokee for injury to person or property made by Event Center's employees or customers using the Parking Area pursuant to this Agreement. Event Center may, at its own expense, employ adequate security to secure premises during its period of use.

10. Assumption of Risk.

No bailment shall be created by this Agreement and Event Center assumes all risk of loss or damage to Event Center's employees or customer's vehicles using the Parking Area and their contents, including any loss or damage caused by fire, wind, storm, explosion, theft, vandalism, acts of third parties or other causes.

11. Not Assignable.

Rights of Event Center under this Agreement may not be assigned or transferred except as provided in this Agreement.

12. **Maintenance and Repair.**

BankCherokee shall be responsible for the physical maintenance and repair of the Parking Area, including snow removal. Event Center will be responsible for daily clean-up of trash and debris left by their customers on the previous evening. *Event Center shall be responsible for any costs associated for customized parking signage to post the parking rights granted employees and customers of Event Center pursuant to this Agreement.*

13. **Notices.**

Any notice allowed or required under this Agreement will be effective if given in writing and sent by United States Mail, postage prepaid, addressed to BankCherokee and Event Center as follows:

BankCherokee:

**BankCherokee
Attn: Heidi Gesell, Pres.
607 South Smith Avenue
St. Paul, MN 55107**

Saint Paul Event Center:

**Saint Paul Event Center
627 S. Smith Avenue
St. Paul, MN 55107**

or such other address as is designated in a notice given in accordance with the requirements of this section. Notice will be deemed effective on the second business day following the deposit in the mail.

14. **Miscellaneous.**

This Agreement and the provisions of this Agreement directly pertinent to the subject matter of this Agreement comprise the entire Agreement of BankCherokee and Event Center with respect to the subject matter of this Agreement and shall not be altered, supplemented or amended, except in writing by an instrument signed by both BankCherokee and Event Center. This Agreement shall be binding on the successors and assigns of the parties and shall be governed and interpreted under the laws of the State of Minnesota. Any waiver by BankCherokee of a breach of any of the terms of this Agreement on one occasion shall not operate as a waiver as to any subsequent breach. In the event that any portion of this Agreement is found to be invalid, the remaining portion shall continue in full force and effect. Titles set forth in the paragraphs of this Agreement are for convenience only and will not be used to explain, modify, simplify or aid in the interpretation of any provision of this Agreement.

SAINT PAUL EVENT CENTER

BANKCHEROKEE

BY: Mark A. Mahan
ITS: President

BY: Wagzell
ITS: President