

LICENSE AGREEMENT

(161 Marie Avenue E, West Saint Paul, Minnesota)

THIS LICENSE AGREEMENT (“Agreement”) is dated as of the 13th day of November, 2018, between the Board of Water Commissioners of the City of Saint Paul, Minnesota a municipal corporation under the laws of the State of Minnesota, whose address is 1900 Rice Street, Saint Paul, Minnesota, 55113 (“LICENSEE A”) on behalf of Vinco, Inc., 18995 Forest Blvd. N. Forest Lake, MN 55025 (“LICENSEE B”), and J.H.S. LLC (“LICENSOR”), 161 Marie Avenue E., West St. Paul, MN 55118.

RECITALS

A. The LICENSOR is the owner of certain real property with a street address of 161 Marie Avenue E., West St. Paul, MN 55118 (“Property”).

B. LICENSEE B and LICENSOR are party to an existing Lease Agreement (“Lease”) that permits LICENSEE B to enter upon the Property for the sole purpose of erecting a temporary tower to be used for mounting equipment that was located on the West St. Paul Water Tower but must be moved during LICENSEE A’s activities to recondition and repaint the Water Tower. LICENSEE A is not a party to nor bound by said Lease.

C. The Lease is in force from May 15, 2018 to November 15, 2018, but LICENSEE B has need to continue use of the property until reconditioning and repainting of the Water Tower is complete and the equipment mounted to the temporary tower has been re-installed on the Water Tower.

D. LICENSOR is willing to enter into this License Agreement (“LICENSE”) to enable LICENSEE B to continue occupying the Property uninterrupted, and LICENSEE A is willing to sign this License on behalf of LICENSEE B, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **GRANT OF LICENSE.** The LICENSOR hereby grants to LICENSEE B, its employees, and contractors a non-exclusive license to enter into and upon the Property (the “License”), solely and exclusively for the purpose of erecting a temporary tower to be used for mounting equipment on the Property. This Agreement is granted subject to all the terms and conditions set forth herein. LICENSEE B acknowledges and agrees that this License creates a license only and that LICENSOR does not, and shall not claim any title, interest or estate of any

kind or extent whatsoever, including, but not limited to any fee, leasehold or easement interest in the Property by virtue of this License or LICENSEE B's use of the Property in accordance herewith.

2. RESTRICTIONS ON USE OF LICENSE. In addition to the restrictions upon usage of the Property as expressly described herein and necessarily implied by the License granted by Section 1 above, LICENSEE B shall exercise all reasonable efforts to undertake all aspects of the Permitted Activities in the least intrusive manner possible, so as to minimize the impact and effect such activities may have upon any adjacent property and the general public's use of adjacent streets and sidewalks. LICENSEE B shall not use or bring any hazardous substances, as that term is defined in any local, state or federal law or regulation, on to the Property.

3. EMPLOYEES, AGENTS, AND CUSTOMERS. The Permitted Activities may be performed by LICENSEE B through its employees, agents, and contractors. For the purposes of this Agreement, the actions and omissions of such employees, agents, and contractors shall be deemed to be the actions and omissions of LICENSEE B.

4. ACCESS TO PROPERTY FOR INSPECTION. LICENSEE B shall permit governmental authorities with jurisdiction over the Permitted Activities and CITY employees and representatives to enter the Property for the purpose of inspecting or monitoring progress of the Permitted Activities. LICENSEE B shall permit the agents and representatives of any insurance companies that are insuring the CITY Property, the permitted activities or access to the Property for the purpose of monitoring.

5. TERM. The term of this Agreement shall commence on November 16, 2018 and shall end on or before the date in which the reconditioning and repainting of the Water Tower is complete as determined by LICENSEE A ("Termination Date"). Once the equipment mounted to the temporary tower has been re-installed on the Water Tower, LICENSEE B shall fully repair the Property and shall leave the Property in clean condition.

6. LIENS. LICENSEE B shall not permit any lien or encumbrance upon the Property resulting from its activities thereon.

7. DAMAGE TO PROPERTY, MAINTENANCE, SIGNAGE. If any of the CITY Property is damaged by LICENSEE B in connection with the Permitted Activities, LICENSEE B shall, upon request, promptly repair (or arrange for the repair of) such damage at the sole cost and expense of LICENSEE B. LICENSEE B shall be wholly responsible for all maintenance and repair costs for the Property. LICENSEE B shall not place permanently affixed signage on the Property without the prior written consent.

8. INDEMNITY, RELEASE. LICENSEE B shall indemnify, defend and hold harmless and release LICENSEE A and the City of Saint Paul, Minnesota ("CITY") against any and all claims, demands, actions, suits, judgments, losses, damages, expenses, penalties, fines, sanctions, court costs, litigation costs, and reasonable attorneys' fees (collectively referred to

herein as "Claims") asserted against or incurred by the LICENSOR or LICENSEE A, its successors, designees and assigns, for injuries to persons and/or entities (including, without limitation, loss of life), for damage, destruction or theft of property, or for any other losses or liabilities that may be sustained directly or indirectly due to the condition of the Property, or the activities, operations or use of the Property by LICENSEE B, its successors, guests, customers, business invitees, agents, employees, and contractors of any kind, and all those claiming by or through them, and/or for breach of LICENSEE B's covenants or obligations under this Agreement.

LICENSEE B releases, waives, discharges and covenants not to sue the other parties and their respective representatives, officials, attorneys and employees (collectively the "Releasees") from all liability, claims, demands, losses and damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the Releasees arising from or related to the entry upon and use of the Property by the LICENSEE B and its customers, agents, business invitees, employees and contractors.

9. **CONDITION OF PROPERTY; ASSUMPTION OF RISK, IMPROVEMENTS.** LICENSEE B acknowledges that it (a) has physically inspected the Property, and (b) accepts the Property with full knowledge of the condition thereof, without any representations or warranties of any kind from the LICENSOR. LICENSEE B is also fully aware of the risks of using the Property and knowingly assumes the risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the Property.

LICENSEE B shall make no improvements to the Property without the prior written consent. LICENSEE B shall perform any approved work in a good and workmanlike manner and comply with all local, state and federal laws, ordinances, statutes and regulations. LICENSEE B shall not move or remove any equipment, vehicles, materials, supplies or other personal property that may be present within the CITY Property throughout the term of this Agreement.

10. **INSURANCE.** LICENSEE B shall at its own expense obtain and keep in force, during the term of this Agreement, (i) a commercial general liability insurance policy in an amount not less than Two Million and no/100 Dollars (\$2,000,000.00) per person per occurrence and Three Million and no/100 Dollars (\$3,000,000.00) in the aggregate for bodily injury, including death, and Two Million and no/100 Dollars (\$2,000,000.00) per person per occurrence and Three Million and no/100 Dollars (\$3,000,000.00) in the aggregate for property damage, such policy to include express coverage for the liabilities assumed by LICENSEE B under this License;

(ii) commercial automobile liability insurance with a combined single limit of at least Two Million and no/100 Dollars (\$2,000,000.00) per accident; and

(iii) worker's compensation insurance in conformity with applicable laws.

The commercial general liability policies shall contain an endorsement naming LICENSEE A and the City of Saint Paul as additional named insureds as to the actions and omissions committed by LICENSOR or LICENSEE A, its employees, agents, and customers for which the City of Saint Paul or LICENSEE A could be held responsible. LICENSEE B shall furnish certificates of insurance evidencing compliance with this Section, with coverage effective as of

the date the License is commenced, and a provision requiring written notice to LICENSEE A of cancellation or change in the policy.

11. PERMITS AND LICENSES; COMPLIANCE WITH LAWS. LICENSEE B shall secure all permits, approvals and licenses required in connection with the License and shall comply with all laws applicable to the License including, but not limited to, any laws, standards, regulations, and permit requirements relating to environmental pollution or contamination or to occupational health and safety. Further, LICENSEE B acknowledges and agrees the Lease activities shall comply with the code and ordinances of the City of West Saint Paul.

12. RENT AND CLEAN UP. The Parties agree that LICENSEE A is party to a separate agreement with the City of West Saint Paul, that provides LICENSEE A has sole discretion to recondition the Water Tower. Therefore, LICENSOR A is not obligated to make any payments for rent or any other expenses whatsoever under this License.

(a) Said agreement notwithstanding, LICENSEE A, on behalf of LICENSEE B, shall pay rent of \$2000 per month to LICENSOR. Rent shall be paid on or before the sixteenth of each proceeding month. The final month's rent shall be pro-rated. LICENSOR hereby waives any and all claims against LICENSEE A for any other expenses.

(b) LICENSEE B shall be responsible to repair any damage to the Property as described in Section 7 above.

(c) LICENSEE B shall be solely responsible to pay for rubbish removal and clean up.

(d) LICENSEE B shall pay all operating expenses attributable to the Property including without limitation maintenance costs, insurance and taxes on LICENSEE B's use of the CITY Property.

13. TRANSFER/ASSIGNMENT. LICENSEE B shall not transfer or assign any of its rights hereunder without the prior written consent of the LICENSOR. Any such transfer or assignment made without the prior written consent of the LICENSOR shall be null and void and of no force or effect and shall entitle the LICENSOR to terminate this Agreement.

14. GOVERNING LAW, VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota, without reference to the choice of law rules thereof. All litigation arising out of this Agreement shall be venued in Ramsey County district court.

15. ENTIRE AGREEMENT. This Agreement is the full, complete, and entire agreement of the parties with respect to the subjects hereof, and any and all prior writings, representations, and negotiations with respect to those subjects are superseded by this Agreement.

16. NOTICES. All notices herein provided to be given, or that may be given by any party to another, shall be deemed to have been fully given when served personally on any party or when made in writing and deposited in the United States Mail, certified and postage prepaid, and addressed at the addresses stated on Page 1. The address to which the notice shall be mailed may be changed by written notice given by either party to the other.

17. ELECTRONIC SIGNATURES. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any document (including this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by any electronic means.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Approved as to form:

**BOARD OF WATER COMMISSIONERS
OF THE CITY OF SAINT PAUL**

By: _____
Stephen P. Schneider, General Manager
Saint Paul Regional Water Services

By: _____
Matt Anfang, President

Date: _____

Date: _____

By: _____
Lisa Veith
Assistant City Attorney

By: _____
Mollie Gagnelius
Secretary

Date: _____

Date: _____

By: _____
Todd Hurley
Director, Office of Financial Services

Date: _____

LICENSEE B, VINCO INC.

By _____

Printed Name _____

Its _____

Date: _____, 2018

LICENSOR, J.H.S. LLC

By _____

Printed Name _____

Its _____

Date: _____, 2018