

08/24/2015

RE: 363 Atwater St

I Jose Pabon (Jose's Auto Repair & Body Work) would like to have Jihad Garado (Gacal Auto Body & Repair) manage the business operations under my current Auto Body Repair/Painting and Auto Repair Garage licenses (ID #20110004367) at the above referenced location. He will retain my current three (3) employees and bring one (1) of his employees that will be working at this location. Jihad Garado and I have submitted the attached Management Agreement (Jose Pabon referred to as "Seller" in agreement, and Jihad Garado referred to as "Buyer" in agreement) and request approval from the Department of Safety and Inspections. I (Jose Pabon) have explained the license conditions placed on my current license to Jihad Garado and he acknowledges understanding them and has agreed to abide by them. I (Jose Pabon) understand that I'm ultimately responsible if Jihad Garado does not remain in compliance with the license conditions.

Once Jihad Garado's pending license application is approved, I Jose Pabon will discontinue all operations here and want to have all of my licenses canceled. I understand that I cannot operate within the City of Saint Paul at another location until I have obtained the required City license(s).

  
\_\_\_\_\_  
Jose Pabon (Jose's Auto Repair and Body Work)

8-25-15  
Date

  
\_\_\_\_\_  
Jihad Garado (Gacal Auto Body & Repair)

8/25/15  
Date

Jose Pabon joseemil1@hotmail.com  
651-621-0100  
Jihad Garado gacalautobody@yahoo.com  
612-423-8610

Management Agreement (for operation by Applicant during liquor license approval process)

This Management Agreement is entered into as of 08/21/2015, between Jose Pabon and Jihad Garado.

Seller holds a license for Auto Repair Garage and Auto Body Repair/Painting Shop at Jose's Auto Repair & Body Work located 363 Atwater Street, Saint Paul, MN 55117.

Buyer has applied Auto Repair Garage and Auto Body Repair/Painting Shop from City of Saint Paul, Minnesota, but the new license may not be granted prior to the time of the proposed transfer of business.

Now, therefore, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Appointment as Manager.** Effective as of that date upon which the Buyer transfer and Seller transfer have been completed, Seller appoints the Buyer as its manager of the business operations until the earlier of that date upon which (a) the City grants Buyer the new license or until (b) the City denies the Buyer's application for the new license, at which time this Agreement shall terminate. Seller shall notify the City of Saint Paul, Minnesota Clerk of the date that the business is transferred to Buyer.

**Insurance.** During the term of this Agreement, (a) Seller shall continue to maintain all insurance required by Minnesota and Saint Paul law for an establishment to operate; (b) Seller shall name Buyer as an additional insured on such insurance; (c) Buyer shall obtain and maintain all other insurance for the business and its employees in amounts not less than that presently maintained by Seller for the business; and (d) Seller shall be named as an additional insured on such insurance maintained by Buyer.

**Responsibility.** Seller acknowledges that during the term of this Agreement, Seller is ultimately responsible for the operation of the business conducted under the existing license.

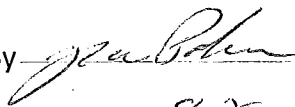
Indemnification. Buyer agrees to indemnify and hold harmless Seller from any and all claims, actions, damages, fines, penalties, liability, losses, costs, and expenses (including reasonable attorneys' fees) which Seller suffers arising out of and in connection with Buyer's management of the business operations and the operation of the business during the term of this Agreement, excluding that which results from Seller or its agents' or representatives' acts or omissions.

Compliance with Law. Buyer shall bear responsibility for all costs and expenses related to operations at the business during the term of this Agreement, including, without limitation, license fees and insurance premiums paid by Seller in connections with the business during the term of this Agreement. Buyer shall be entitled to retain all net proceeds from the sales at the business as its management fee.


Review and Approval. This Agreement and the appointment of Buyer as manager for the business is subject to review and approval by the City of Saint Paul Department of Safety and Inspections.

In agreement, the parties have executed this Management Agreement as of the date and year set forth above.

*(Seller Name (Individual or Corp))*

By   
Its 8-25-15  
Jose Pabon

*(Buyer (Individual or Corp))*

By   
Its 8/25/15  
Jihed Gornato