

LICENSE AGREEMENT

THIS AGREEMENT is made as of the 28th day of December, 1992 by and between MINNEAPOLIS COMMUNITY DEVELOPMENT AGENCY, a body politic and corporate ("Agency") and CLIFFORD L. MACKENZIE and DOUGLAS L. TRAINER (collectively, "Licensee").

RECITALS:

A. Agency is the owner of 910 Hennepin Avenue, Minneapolis Minnesota ("Agency Property").

B. Licensee is the owner of 916-918 Hennepin Avenue, Minneapolis, Minnesota ("Licensee Property").

C. The parties desire to create a license for access across the Agency Property for the benefit of Licensee.

AGREEMENT:

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency and Licensee hereby agree as follows:

ARTICLE I

Definitions

As used in this Agreement, the following terms have the following definitions:

Access Area: The portion of the Agency Property which is shown crosshatched in the drawing on Exhibit A hereto, provided that the Agency in its discretion may reconfigure the crosshatched area in a manner which does not unreasonably impede the uses outlined in Sections 2.01 and 2.02.

Laws and Regulations: All federal, state and local statutes, regulations, codes, ordinances and rules and all orders, directives, decisions or requirements of any court or other governmental authority, now in effect or hereafter enacted or announced, which are applicable to any of the matters discussed or described in this Agreement.

Normal Delivery Hours: 8:00 a.m. through 5:00 p.m., Monday through Friday.

Owners: Agency and Licensee, each of whom is an "Owner."

Owner's Group: With respect to any Owner: (i) the Owner; (ii) the Owner's affiliates, tenants, subtenants, licensees, and concessionaires; and (iii) the partners, officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, and invitees of the Owner and its affiliates, tenants, subtenants, licensees, and concessionaires.

ARTICLE II

License

Section 2.01 Right of Entry. Agency authorizes Licensee to enter the Access Area (i) during Normal Delivery Hours for purposes of vehicular ingress and egress in accordance with the terms of this Agreement for the sole purpose of making deliveries and pickups of goods to and from the Licensee Property only; and (ii) during Normal Delivery Hours or, in an emergency, at other times, for the purpose of vehicular ingress and egress in accordance with the terms of this Agreement for the sole purpose of maintenance and repair of the Licensee Property. This Agreement does not authorize Licensee to enter or use any portion of the Agency Property other than the Access Area or to enter the Access Area at any time other than Normal Delivery Hours, except for emergency service calls.

Section 2.02 Use of Access Area. The right to use the Access Area pursuant to this Agreement does not include the right to park vehicles or leave personal property of any kind within the Access Area. Licensee shall not allow any vehicles making deliveries or pickups or making service calls to remain within the Access Area for a period any longer than is necessary for purposes of the actual unloading or loading of the vehicles or service call. All loading and unloading shall be done within the portion of the Access Area designated as the "Loading Zone" in the drawing on Exhibit A attached hereto. In its use of the Access Area, Licensee shall not interfere with the use of the Agency Property by the Agency and other parties authorized by the Agency to use the Agency Property. Licensee agrees to meet and to confer and discuss with the Agency special situations which the Agency may encounter (e.g., the need to load a major show for the Orpheum Theater adjacent to the Agency Property) which will restrict Licensee's use of the Access Area. Licensee shall comply with such restrictions on the use of the Access Area as may be reasonably necessary to address such special situations. Licensee shall not be allowed to enter the Access Area with any truck in excess of 9 tons gross axle weight. Agency shall not be liable to Licensee as a result of any temporary obstructions of the Access Area due to maintenance or repair of the Access Area or the accumulation of snow or ice; provided, however, that this Agreement shall not be deemed to impose any obligation upon the Agency to complete maintenance or repair of the Access Area or remove any snow or ice.

Section 2.03 Term of License. Licensee shall have the right to enter upon the Access Area for the purposes described in this Agreement from the date of this Agreement until the earlier of January 1, 2020 or the termination of this Agreement in accordance with Section 2.04 hereof; provided, however, that Licensee shall have no right to use the Access Area from and including November 1, 1992 through and including December 31, 1993.

Section 2.04 Termination. This Agreement may be terminated by the Agency upon sixty (60) days prior written notice from the Agency to the Licensee if there is any breach of this Agreement by the Licensee, unless within such sixty (60) day period the breach is cured.

After the expiration of the time period specified above in this Section 2.04, this Agreement shall automatically terminate without further notice or action by Agency, and Licensee shall immediately cease using the Access Area. The Agency shall be entitled to reasonable attorneys' fees in any action to establish the termination of this Agreement or to enforce the termination of Licensee's rights to use the Access Area.

Section 2.05 Scope of License. This Agreement is personal to Licensee and may not be assigned, conveyed, pledged, or in any other way transferred by Licensee to any other person or entity without the prior written consent of the Agency. The Agency shall not unreasonably withhold its consent to an assignment if the assignee is the purchaser of the Licensee property and the Licensee agrees to assume the obligations of the Licensee hereunder. This Agreement is not a lease or an easement, nor shall this Agreement confer any estate, title, nor exclusive possessory rights in the Access Area or the Agency Property to Licensee. This Agreement may not be recorded or filed in the real property records of Hennepin County, Minnesota. This Agreement shall not be binding upon any subsequent owners of the Agency Property.

Section 2.06 Insurance and Indemnity.

(A) Licensee shall hold harmless and indemnify the Agency and its Owner's Group, from and against all loss, costs, damage, actions, suits, judgments and expense, including reasonable attorneys' fees, arising out of or due to, the use of the license granted herein by Licensee and its Owner's Group, except where and to the extent due to or a result of, the negligence or willful misconduct of the Agency or its Owner's Group.

(B) Licensee shall at its own expense:

(1) Maintain comprehensive general liability insurance which names the Agency as an additional insured against claims for bodily injury, death and property damage occurring in or upon the Access Area, including contractual liability coverage for claims made pursuant to the indemnity provisions of this Agreement, in such amounts as may be required by law or are carried from time to time by prudent owners of commercial buildings in the City of Minneapolis, but in all events to afford protection for limits of not less than \$500,000.00 combined single limit for bodily injury or property damage; and

(2) Provide the Agency upon request with certificates evidencing such insurance.

(C) Each policy described in Paragraph (B) shall not be cancelable, amended or permitted to lapse except after 30 days prior written notice to the Agency.

ARTICLE III

Miscellaneous

Section 3.01 Compliance with Laws and Regulations. Licensee shall use the license granted herein in compliance with all Laws and Regulations and will not do or permit to be done anything which would or might result in the Agency becoming liable for any damages, fines or penalties under any of such Laws and Regulations.

Section 3.02 Severability. The invalidity of any covenant, restriction, condition, limitation, provision, paragraph or clause of this Agreement, or of any part of the same, or the application thereof to any person or circumstance, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Agreement, or the application of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstance.

Section 3.03 Interpretation. Whenever appropriate, the singular number may be read as the plural, and the plural may be read as the singular. Any gender used may be read as the feminine, neuter or masculine gender, whichever is appropriate. Compound words beginning with the prefix "here" shall be read as referring to this entire Agreement and not merely to the part of it in which they appear.

Section 3.04 Notices. All notices, communications, demands and requests permitted or required to be given under this Agreement shall be in writing and shall be deemed to be given when personally delivered, when delivered to a reliable and recognized overnight courier or messenger service which provide receipts of delivery or when deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed as follows or to such other address as is set forth in a notice given in accordance with this Section 4.04:

If to Agency: Minneapolis Community Development Agency
Crown Roller Mill
105 Fifth Avenue South
Minneapolis, Minnesota 55401
Attention: Richard Victor

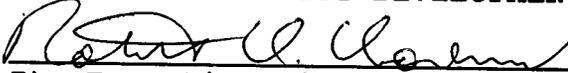
If to Grantee: Clifford L. MacKenzie and Douglas L. Trainer
918 Hennepin Ave.
Minneapolis
MN 55403

Section 3.05 Minnesota Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

AGENCY:

MINNEAPOLIS COMMUNITY DEVELOPMENT AGENCY

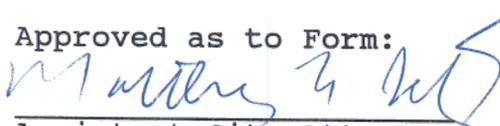
By 
Its Executive Director

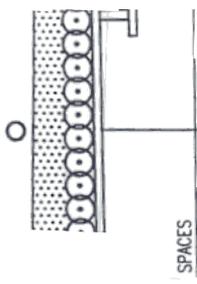
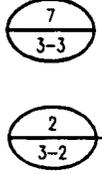
LICENSEE:


Clifford L. MacKenzie

Douglas L. Trainer

Approved as to Form:

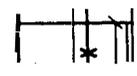
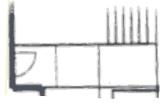

Assistant City Attorney



SPACES

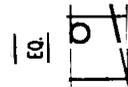
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EXP. JT

DRINKAGE

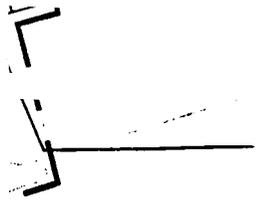


EXP. JT



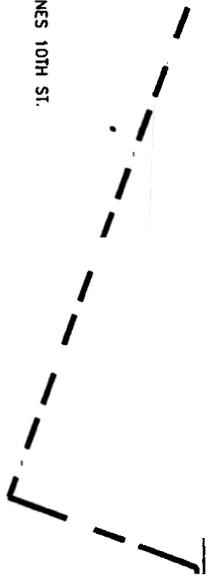
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14 EQUAL SPI

National Camera



AVE.

PROPOSED CURB LINES 10TH ST.



JOINTING AND SURFACE FINISH —
REQUIREMENTS FOR THIS AREA
ARE SHOWN ON PLAN SHEET C1.4

ROCK MULCH
TO A DEPTH OF 3" (SEE C1.4)
NOTE: UNDER ALTERNATE #1 OMIT ALL PLANT
MATERIALS. MULCH IS TO REMAIN