

PARKING LOT LICENSE AGREEMENT

This Parking Lot License Agreement (this "Agreement") is made July 11, 2019, by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment (the "Commission"), and BHOLA SINGH of KAMBOJ INC a MICHIGAN CORPORATION with an address at 60525 N. Main St., VANDALIA, MI 49095 (the "Company") (each a "Party," and collectively, the "Parties").

RECITALS

A. The Commission owns certain real property and improvements located within the River West Development Area of the City of South Bend, Indiana (the "City"), currently existing as a paved parking area, as more particularly described on **Exhibit 1** (the "Parking Lot").

B. In connection with the Company's purchase of certain real property, commonly known as the VA Building, with an address of 333 Western Avenue (the "Building"), the Company desires access to the Parking Lot solely for the purpose of parking the passenger vehicles of the Company's employees, licensees, and invitees visiting the Building.

C. The Commission is willing to permit the Company to use the Parking Lot subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the Parties agree as follows:

1. License to Use Parking Lot. The Commission grants to the Company a license to enter and use eighty (80) parking spaces located on the Parking Lot (the "Parking Spaces") for the parking of passenger vehicles of the Company's employees, licensees, and invitees visiting the Building, provided that the Company's use of the Parking Lot is reasonable at all times and comports with the terms of this Agreement and all applicable laws. The Commission, or staff of the Department of Redevelopment as its designee (its "Designee"), reserves the right to specifically designate the location and configuration of the Parking Spaces on the Property that are available for the Company's use and may modify such location or configuration during the Term (as defined below) upon reasonable notice to the Company. The Company's license is limited to use of the Parking Spaces as stated above and a reasonable course of ingress to and egress from, both vehicular and pedestrian, the Parking Spaces.

2. License to Use Pedestrian Access Area. Additionally, the Commission grants the Company a temporary, non-exclusive license to enter and use the abutting private sidewalk, which is more particularly described on **Exhibit 2** (the "Sidewalk"), for pedestrian ingress to and egress from the Building and the Parking Lot. Together, the Sidewalk and the Parking Lot are referred to as "the Property."

3. Term. The Company's license to use the Property shall be effective for five (5) years starting on September 1, 2019 (the "Term"). On or after September 1, 2022, the Commission

or its Designee shall review the Company's use of the Parking Lot to determine the adequacy of the number of Parking Spaces, and the Parties shall mutually agree upon an adjustment to the number, if the Commission or its Designee, in its, his, or her sole discretion, deems such an adjustment necessary.

4. Right to Present Purchase Offer. If during the Term, the Commission seeks to sell the Parking Lot for development purposes, the Company shall be notified by the Commission or its Designee and provided a reasonable opportunity to present a purchase offer, including a proposed use for the Parking Lot, to the Commission. The Commission shall weigh the Company's offer and proposed use against any other offers and proposed uses received for the Parking Lot and shall accept the purchase offer that provides, in its sole opinion, the best use of the Parking Lot for the City and its residents.

5. Termination. Upon One Hundred Eighty (180) days' prior written notice to the Company, the Commission or its Designee, may revoke and terminate this Agreement to accommodate future development of the Property or the surrounding area, as determined in its, his, or her sole discretion. If the Commission or its Designee provides such notice of termination within the first three (3) years of this Agreement, the Commission shall provide eighty (80) replacement parking spaces within five (5) blocks of the Building for Company's use. The Commission further agrees to work collaboratively with the Company to address the Company's parking needs in conjunction with any new development on the Property. Notwithstanding the foregoing, the Commission or its Designee may revoke the license and terminate this Agreement without notice and without the need to provide replacement parking in the event there exists any default of the Company's obligations under this Agreement or if, in the Commission's or its Designee's sole opinion, the Company's use of the Building significantly changes from the planned use as a family restaurant and entertainment venue.

6. No Lease or Easement; Assignment. The Commission represents that it is the sole owner in fee simple of the Property and has the lawful right to permit the Company to use the Property under this Agreement. The Parties acknowledge and intend that this Agreement will not constitute a lease of or an easement over the Property or of the Parking Spaces, and the Company will have no right or authority to convey any leasehold or other interest in the Property or the Parking Spaces to any other person or entity. Except as expressly provided in this Agreement, any attempt by the Company to grant or lease any interest in the Property or the Parking Spaces to any other person or entity will be a material breach of this Agreement and void ab initio and of no force or effect. The Parties agree that neither this Agreement nor any of the Company's rights under this Agreement may be assigned, in whole or in part, to any other party without the Commission's prior written consent.

7. Storage; Hazardous Materials. The Company agrees that it will not store any supplies, materials, goods, construction vehicles, or personal property of any kind on the Property without the prior written consent of the Commission. In addition, the Company will not cause or permit, knowingly or unknowingly, any hazardous material to be brought or remain upon, kept, used, discharged, leaked, or emitted at the Property.

8. No Representations or Warranties. The Commission makes no representations or warranties regarding the condition of the Property or its fitness for any particular use or purpose.

Further, the Parties acknowledge that the Commission does not have a duty to maintain the Property in a condition that meets or exceeds its current condition.

9. Maintenance. At all times during the period of the license, the Company will keep the Property in good order and condition, including, without limitation, clearing all ice and snow from the Sidewalk and Parking Spaces (as the same may be designated or configured from time to time pursuant to Section 1 of this Agreement) and any path of vehicular or pedestrian access to such Parking Spaces from the public rights-of-way abutting the Property, which will be the Company's responsibility unless the City or the Commission undertakes to remove ice and snow from the entirety of the Property.

10. Restoration. To the extent that any portion of the Property is disturbed or damaged in connection with the Company's use of the Property, including disturbances or damage caused by the vehicles of the Company's employees, licensees, or invitees, the Company, at the Company's sole expense, shall restore the Property to the condition that existed immediately prior to such disturbance or damage to the satisfaction of the Commission or its designee.

11. Security. The Company understands and agrees that the Commission shall not be liable for any loss, damage, destruction, or theft of the Company's property or any bodily harm or injury that may result from the Company's use of the Property. The Company understands and agrees that it will at all times be solely responsible for the safety and security of all persons, property, and vehicles, including any personal property contained within the vehicles, on the Property in connection with the Company's use of the thereof under the terms of this Agreement.

12. Regulations; Other Permits. The Company understands and agrees that it will, at its own expense, observe and comply with all applicable statutes, laws, ordinances, requirements, orders, rules, and regulations of all governmental authorities in relation to its use of the Parking Spaces. The Company understands and agrees that it will secure in its own name and at its own expense all other permits and authorizations, if any, necessary for its use of the Parking Spaces in accordance with the terms of this Agreement.

13. Commission's Use. The Commission reserves the right to use the Property, other than any spaces designated or configured from time to time pursuant to Section 1 of this Agreement, during the Term for any purpose that does not substantially interfere with or obstruct the Company's license under this Agreement.

14. Property Taxes. The Company will be responsible for the payment of all real property taxes and assessments, of any nature whatsoever (the "Taxes"), levied against the portion of the Property containing the Parking Spaces for all periods during the term of the Company's license. The Commission will have no liability for any Taxes associated with the Property, whether accruing during the term of the license or after the term of the license, and nothing in this Agreement will be construed to require the proration or other apportionment of Taxes resulting in the Commission's liability therefor.

15. Indemnification. The Company shall defend, indemnify, and hold harmless the City and the Commission, and their respective officials, employees, agents, and assigns, from and against any liability, loss, costs, damages, or expenses, including attorneys' fees, which the City

or the Commission may suffer or incur as a result of any claims or actions which may be brought by any person or entity arising out of the license granted herein by the Commission or the Company's use of the Property or the Parking Spaces. If any action is brought against the City or the Commission, or their respective officials, employees, agents, successors, and assigns, in connection with the Company's use of the Property, the Company agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

16. Insurance. The Company, at the Company's sole expense, shall maintain during the Term of this Agreement commercial general liability insurance covering the Company in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence, inclusive of the limit an umbrella or excess policy. The Company agrees to include the Commission and the City as additional insureds on any such policy and produce to the Commission evidence of the same, including without limitation a properly endorsed policy and a certificate of insurance within thirty (30) days of the execution of this Agreement and annually thereafter. To the extent that the Commission or the City is harmed as a result of the Company's use of the Property, the Company hereby grants the Commission first priority on any proceeds received from the Company's insurance. Notwithstanding anything in this Agreement to the contrary, neither the Commission nor the City waive any governmental immunity or liability limitations available to them under Indiana law.

17. Integration; Amendment. This Agreement supersedes all prior negotiations, understandings, and agreements, whether written or oral, concerning the subject matter of this Agreement and constitutes the Parties' entire agreement. This Agreement may not be altered except by a written instrument signed by authorized representatives of both Parties.

18. Waiver. Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

19. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect unless amended or modified by mutual consent of the parties.

20. Counterparts; Signatures. This Agreement may be separately executed in counterparts by the Commission and the Company, and the same, when taken together, will be regarded as one original Agreement. Electronically transmitted signatures will be regarded as original signatures.

21. Authority. Each undersigned person signing on behalf of his or her respective Party certifies that he or she is duly authorized to bind his or her respective Party to the terms of this Agreement.

22. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Parking Lot License Agreement to be effective as of the Effective Date stated above.


SOUTH BEND REDEVELOPMENT
COMMISSION

Marcia I. Jones, President

ATTEST:

Quentin Phillips, Secretary

a Kamboj, INC _____

By:  _____
Printed: Bhola Singh _____
Title: Managing Partner _____

Dated: August 9, 2019

EXHIBIT 1

PARKING LOT LEGAL DESCRIPTION

Lot B as shown on the recorded plat of Vail's Subdivision (First Replat) recorded on October 4, 2013, as Document No. 1330638 in the Office of the Recorder of St. Joseph County, Indiana.

Parcel Key No. 018-3012-044002

EXHIBIT 2

SIDEWALK LEGAL DESCRIPTION

Outlot B shown on the recorded plat of Vail's Subdivision (First Replat) recorded on October 4, 2013, as Document No. 1330638 in the Office of the Recorder of St. Joseph County, Indiana.

Parcel Key No. 018-3012-044004