

TEMPORARY ASSIGNMENT

This Temporary Assignment (hereinafter "Assignment") is entered into by and between the City of Coon Rapids, (hereinafter "the City"), Potluck Catering, Inc., a Minnesota corporation doing business as Harvest Grill and as Town and Country Caterers, (hereinafter "Potluck"), and KB & J'S Enterprises, Inc. (hereinafter "KB&J"), on the _____ day of September, 2014.

WHEREAS, the City and Potluck entered into a Lease Agreement dated September 21, 2010 and entered into subsequent and multiple amendments (collectively referred to as "the Lease"); and

WHEREAS, pursuant to the Lease, Potluck operated, on the leased premises, the bar/restaurant known as the "Harvest Grill" in addition to providing food and beverage cart service for the golf course as well as hosting and catering special events; and

WHEREAS, Potluck is in breach of the Lease for, among other things, failure to pay rent on time and when due; and

WHEREAS, Potluck has lost its ability to use its liquor license to purchase alcohol; and

WHEREAS, Potluck has numerous upcoming events scheduled requiring it to provide full catering services including purchasing and serving alcohol with its liquor license; and

WHEREAS, the City and Potluck seek to ensure that the scheduled events for which a deposit has been paid are appropriately serviced and held without incident; and

WHEREAS, KB&J holds a valid liquor license for its catering business and is willing to take a temporary assignment of certain rights and obligations under the Lease in order to ensure Potluck and the City can fully service scheduled events and further to assist in the smooth transition of the hosting and catering business to a company chosen by the City.

NOW, THEREFORE, for good and reasonable consideration, the receipt of which is hereby acknowledged by both parties, the parties agree as follows:

1. The Lease remains in full force and effect until further agreement of the parties including, but not limited to, the City's right to inspect the premises, fixtures, equipment and inventory.
2. Prior to the assignment of any rights from Potluck to KB&J becoming effective, KB&J shall provide to the City proof of insurance, including workers compensation, commercial general liability, liquor liability and commercial automobile, with the City named as an additional insured. Additionally, KB&J will provide proof to the City that any and all licenses held by KB&J are current and in good standing.
3. The City agrees to Potluck's temporary assignment of its rights and/or obligations to host and cater events at the leased premises to KB&J until November 2, 2014, or until KB&J

cannot or will not be able to service the restaurant and events. In the event that KB&J is not able to provide liquor or food, the City will have the immediate right to bring in their own caterers to take over all events.

4. Potluck will immediately provide to the City all information related to events scheduled/booked from the date of this agreement going forward. The information will include, but is not limited to, the event names, contract information, deposits made and/or other monies paid, and any and all further details of what is expected or requested by the contracting party.

5. Potluck will continue to operate the Harvest Grill bar and restaurant and the golf course food and beverage cart service until such time as KB&J obtains a liquor license from the City. Once KB&J is issued the liquor license, Potluck will relinquish its liquor license immediately. KB&J agrees it will relinquish the liquor license issued by the City at the end of this temporary assignment and no later than November 2, 2014.

6. In an effort to effect an orderly temporary transfer of Potluck's rights /obligations under the Lease to KB&J and ultimately to a company chosen by the City, Potluck and KB&J agree that the City may talk to and consult with current employees of Potluck and/or KB&J including, but not limited to, the current general manager and catering manager, regarding hosting and catering operations, restaurant and bar operations, and beverage and food cart operations.

7. Potluck will relinquish control of the lease space on November 2, 2014, without further legal process.

8. Potluck and/or KB&J agree to pay the weekly rent starting the week of September 22, 2014.

9. The City and Potluck will attempt to negotiate resolutions of other issues related to the Lease prior to November 2, 2014.

CITY OF COON RAPIDS

By: _____

Its: _____

Dated: September _____, 2014

By: _____

Its: _____

Dated: September _____, 2014

POTLUCK CATERING, INC.

By: _____

Its: _____

Dated: September _____, 2014

KB & J's ENTERPRISES, INC.

By: _____

Its: _____

Dated: September _____, 2014

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