

BUNKER HILLS GOLF CLUB FOOD AND BEVERAGE SERVICE AGREEMENT

THIS BUNKER HILLS GOLF CLUB FOOD AND BEVERAGE SERVICE AGREEMENT (hereinafter referred to as the "Agreement") is made effective this ____ day of ____, 2015, by and between the **CITY OF COON RAPIDS, MN**, a Minnesota municipal corporation whose principal offices are located at 11155 Robinson Drive NW, Coon Rapids, Minnesota 55433 (hereinafter referred to as the ("CITY")) and MHC Bunker Hills, a Minnesota Limited Liability Company whose principal offices are located at 345 St. Peter Street, St. Paul, Minnesota 55102 (hereinafter referred to as "Food and Beverage Manager").

RECITALS

WHEREAS, the CITY is the owner of certain improvements located at 12800 Bunker Prairie Road NW, Coon Rapids, Minnesota and commonly known as the Bunker Hills Golf Club.

WHEREAS, the CITY desires to hire a Food and Beverage Manager to manage its Bunker Hills Golf Club (Facility) which is described as follow:

- A.** Those portions of the main level of the golf course clubhouse facility consisting of approximately 17,048 square feet as outlined on the drawing attached hereto, and incorporated herein, and designated on Exhibit A.
- B.** Those portions of the lower level of the golf course clubhouse facility consisting of approximately 1,623 square feet as outlined on the drawing attached hereto, and incorporated herein, and designated on Exhibit A.
- C.** An outdoor deck/patio area of approximately 2,959 square feet adjacent to the bar and grill portion of the facility which is available for food and beverage service as shown on Exhibit A.
- D.** A "halfway house" designed to serve golfers as they move from the front nine of play to the back nine of play.

WHEREAS, the CITY, conducted a process whereby proposals were sought to provide full-service, food and beverage catering services and food and beverage concession services at the Facility (hereinafter referred to as the "Proposal Process"); and

WHEREAS, after having fully and diligently reviewed and analyzed all proposals received in response to the Proposal Process, including the proposal submitted by Food and Beverage Manager, the CITY has determined that it is in the best interests of the Facility, the CITY and its citizens to engage the services of Food and Beverage Manager to provide full-service restaurant operations, food and beverage catering services and concession services at the Facility in accordance with the terms and conditions contained in this Agreement.

WHEREAS, a significant portion of the day-to-day operational functions of the Facility are presently being managed by the Food and Beverage Manager as an agency of the CITY pursuant to the Memorandum of Understanding adopted by the City Council of the City of Coon Rapids, effective November 2, 2014; and

WHEREAS, pursuant to Council authorization on October 21, 2014, the CITY has entered into this Agreement with the Food and Beverage Manager, whereby the CITY has engaged the Food and Beverage Manager to, among other things, equip, maintain, manage and operate the Facility;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged by CITY and Food and Beverage Manager, the parties agree as follows:

1. Appointment as Food and Beverage Manager

1.1 Food and Beverage Manager hereby accepts the exclusive appointment made by the CITY, subject to the terms and conditions of this Agreement, to provide full service restaurant operations, food and beverage catering services and concession services (hereinafter referred to as the “Services”) in areas designated at the Facility. The Services to be provided by the Food and Beverage Manager to the CITY pursuant to this Agreement include but are not limited to the preparation and service of meals and beverages (including alcoholic and non-alcoholic beverages) to guests attending certain events and meetings at the Facility. The CITY hereby also grants Food and Beverage Manager, subject to all the terms and conditions of this Agreement, the exclusive right to sell at all areas designated by the CITY and located throughout the Facility at any and all events: (a) all food, beverages (including alcohol and non-alcoholic beverages), and such other consumable products as may be approved in writing by CITY (hereinafter referred to as the “Consumable Products”).

2. Food and Beverage Manager’s Operating Responsibilities

2.1 The Food and Beverage Manager and representatives of the CITY shall consult regularly, with reference to the operations of Food and Beverage Manager, to review such operations to provide services in a proper manner for persons attending the Facility. CITY shall have final approval of all staffing levels and what sales locations will be opened or closed for each event. Food and Beverage Manager shall keep the operations open during the hours as may be reasonably required to adequately meet public demand as determined by the CITY.

Operating Standards, CITY Approval Required.

2.2 Food and Beverage Manager shall operate the Services in such a manner consistent with restaurant and catered food and beverage operating standards employed by a First Class Center, as defined below. All food and beverages prepared and served by Food and Beverage Manager shall be of the highest standard of quality and purity, and shall be appropriately prepared and appropriately served. The Food and Beverage Manager’s provision of the Services shall conform to the requirements of all applicable federal, state, county and municipal laws and ordinances. For purposes of this Agreement, a “First Class Center” means a restaurant, catering and meeting facility which maintains high standards of cleanliness and maintenance, with appropriately-trained and uniformed staff and would normally be generally recognized as a leading catering and restaurant facility in Minnesota and the surrounding four states (“First Class Center”).

2.3 Subject to this section of this Agreement, all rates charged for Services by Food and Beverage Manager to guests of the Facility for provision of the Services shall be set by the Food and Beverage Manager. Prior to the Effective Date, Food and Beverage Manager shall submit to the CITY for CITY’s written approval, an initial rate and charge structure. Any posted changes to the rate structure made by Food and Beverage Manager thereafter shall be such that the rates and charges are competitive with First Class Centers. It is the understanding of both Food and Beverage Manager and the CITY that the Services be operated in a manner that generates the optimum profit for the CITY.

2.4 During all events at the Facility, the Food and Beverage Manager shall post signs and provide menus advertising the prices of items offered for sale. The signs and menus must be approved by the CITY. The Food and Beverage Manager shall set up equipment and small wares for all foodservice events. Food and

Beverage Manager shall be responsible for setting up and tearing down all portable equipment, including work tables, if any, supplied by the CITY.

Direct Operating Costs.

2.5 Unless otherwise agreed to between the parties, Food and Beverage Manager, as a Direct Operating Cost, shall procure and maintain during the term of this Agreement all appropriate licenses and permits which may be required for the operation of the Services; provided, however, that CITY shall provide Food and Beverage Manager with such assistance as Food and Beverage Manager shall reasonably request in connection with any application by Food and Beverage Manager for any such license or permit or the renewal thereof.

2.6 Food and Beverage Manager, as a Direct Operating Cost, shall sell and serve alcoholic beverages under a license issued to the Food and Beverage Manager in strict accordance with Minnesota state law. Any fines or penalties against the liquor license held by the Food and Beverage Manager as a result of violations of law committed by Food and Beverage Manager or any employee or person acting on behalf of Food and Beverage Manager shall be paid by Food and Beverage Manager. Provided that Food and Beverage Manager does not breach or violate any of the terms, conditions or laws applicable to a holder or user of such license, CITY shall not take, and shall use its reasonable best efforts not to permit any other person, firm or entity to take any action that is inconsistent with, or would constitute a violation of, any of the terms and conditions of the on-site liquor license for the Facility, or any other license or permit obtained by Food and Beverage Manager in connection with the operation of the Services hereunder.

2.7 Food and Beverage Manager, as a Direct Operating Cost, shall pay and discharge when due all sales, use, excise and other taxes imposed on Food and Beverage Manager's provision of Services at the Facility. Food and Beverage Manager shall pay all social security, unemployment insurance, and other federal, Minnesota and local taxes, which are measured by the wages, salaries or other remuneration paid to persons employed by Food and Beverage Manager.

2.8 Food and Beverage Manager, as a Direct Operating Cost, shall, at all times, maintain the Facility, including those assigned to Food and Beverage Manager and those to which Food and Beverage Manager has access, in a neat, clean and sanitary condition. These areas include but are not limited to concession stands, bars, restaurants, pantries, condiment stands, kitchens, storage and prep areas and all adjacent areas. This maintenance includes providing daily janitorial services. The CITY may direct Food and Beverage Manager to increase use of both services. Food and Beverage Manager shall furnish all common and skilled labor to stock, set up, dismantle and move foodservice stands, equipment, portables, catering tables and chairs.

2.9 Food and Beverage Manager, as a Direct Operating Cost, shall be responsible for repairing and maintaining all food service equipment as well as the interior work space of all assigned facilities within the Facility, including areas directly adjacent to permanent or portable concession locations which are used for production, storage or condiment service. Food and Beverage Manager will maintain on a continuing basis assigned receiving docks and elevators that are used by vendors to deliver product to the Food and Beverage Manager. Food and Beverage Manager will be responsible for the timely return of items such as pallets, crates, linen carts, and other equipment used in the conduct of operations that belong to the suppliers.

2.10 Food and Beverage Manager shall pay, as a Direct Operating Cost, its own usage of telephone, internet and data service provided by the CITY's telephone service provider. Also, as a Direct Operating Cost, Food and Beverage Manager shall repair or replace any utility service or lines damaged by the Food and Beverage Manager. Food and Beverage Manager's sewer lines shall be self-maintained to the satisfaction of the CITY as a Direct Operating Cost, and Food and Beverage Manager shall take all

precautionary measures necessary to assure that grease is not discharged in the sewers.

2.11 Food and Beverage Manager shall deposit in receptacles all waste (garbage, recyclables, refuse) which accumulates in the Facility and shall keep the Facility in good, clean and sanitary condition. Waste removal from areas assigned to Food and Beverage Manager shall be the sole responsibility of Food and Beverage Manager, as a Direct Operating Cost. All waste receptacles shall be cleaned and sanitized by Food and Beverage Manager to insure a high standard of sanitation. Grease removal to avoid collection and spillage will be arranged and provided by Food and Beverage Manager. CITY is responsible for providing the dumpsters and for the emptying of them from the Facility. Food and Beverage Manager agrees to utilize prudent energy management and follow rules and programs of the Facility relating to recycling and conservation.

2.12 Food and Beverage Manager, as a Direct Operating Cost, shall at all times, provide a sufficient number of appropriately trained and capable managerial, food preparation, wait person, customer service and other personnel to provide first class products and services with respect to its operation of the Services. Food and Beverage Manager shall ensure that employees are clean, courteous, efficient and properly trained. Food and Beverage Manager shall also be responsible for providing all uniforms for its employees and food, beverage and cleaning supplies necessary to conduct the services. The quality, design and color of any new uniforms shall be subject to CITY's approval. Employees shall be attired in clean uniforms at all times when the Facility is open to the general public or other patrons or potential patrons. Food and Beverage Manager shall further designate and physically situate a Director of Hospitality at the Facility throughout the Term or Extended Term of this Agreement, whose responsibilities shall include serving as the primary contact person for the CITY. The CITY shall have the right to approve the Food and Beverage Manager's Director of Hospitality. All persons hired by Food and Beverage Manager shall be employees of Food and Beverage Manager and not employees of the CITY. Food and Beverage Manager shall comply with all applicable federal, state, county, and municipal laws and ordinances pertaining to wages and hours of employment for all its employees at the Facility. Food and Beverage Manager shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, age, or disability in violation of any applicable federal, state, county, or municipal law or ordinance.

2.13 Food and Beverage Manager shall, as a Direct Operating Cost, conduct regularly scheduled training sessions for employees. At a minimum, the training will include:

1. Company and Facility Orientation
2. Customer Service Training
3. Job Skills Training – Certification Training4. T.I.P.S. Alcohol Awareness Training and T.I.P.S. Trainer Certification
5. HAACP and Safe Food Handling – ServSafe Training
6. Drug and Alcohol Training
7. Anti-Harassment Training
8. Computer Skills Training

In addition, management will undergo training as approved by the CITY. At a minimum such training will include:

1. Leadership Training
2. Conflict Resolution Training
3. Train the Trainer Workshop
4. Hiring Practices Training
5. Documentation and Discipline Training
6. Manager on Duty Training
7. Interpersonal Communication Training
8. Business Writing Training

9. ServSafe Applied Sanitation Training

2.14 At a minimum, Food and Beverage Manager shall maintain a full-time management staff. CITY and Food and Beverage Manager will mutually agree on any increases or decreases of the minimum staff requirement as indicated by economic circumstances.

Advertising.

2.15 All advertising rights at the Facility belong to the CITY. Food and Beverage Manager shall not advertise any brand names in the Facility without the written approval of the CITY. Food and Beverage Manager shall not use the name or logo of the Facility on any material without the approval of the CITY. No advertising of any kind is allowed on any of Food and Beverage Manager or third party's equipment unless approved by the CITY. The Food and Beverage Manager shall not advertise in any manner or form, or about the Facility, or elsewhere, or in any newspaper or otherwise except by means of such signs or forms of advertising as may be approved by the CITY.

2.16 CITY may require Food and Beverage Manager to use specially designed logoed sales material, menus, cups, napkins, matches and other material.

2.17 Notwithstanding anything herein to the contrary, the CITY may sell advertising and sponsorship packages for the Facility that may include product availability rights at the Facility, where allowed by law. The Food and Beverage Manager shall be notified and provided an opportunity to consult with the CITY on the operational and financial effect the advertising and sponsorship deal may have on the Food and Beverage Managers operations prior to executing the agreement. Notwithstanding the foregoing, however, the CITY retains final decision making authority regarding advertising and sponsorship packages. The Food and Beverage Manager shall honor all rights granted to these advertisers.

Business Records and Accounting Systems

2.18 The Food and Beverage Manager will coordinate and provide a review or certified audit of the Food and Beverage Manager's operation by a reputable public accounting firm approved by the CITY, upon the CITY's request. The results of the review or audit must be submitted to CITY no later than ninety (90) days after the end of the Contract Year. The cost of this review or audit is a Direct Operating Cost.

2.19 The Food and Beverage Manager shall maintain books and records in a format approved by CITY, and these shall be open for inspection at any time during the term of this Agreement and for a reasonable period, not to exceed six (6) years thereafter. Any moneys due and payable to the CITY including undisputed discrepancies found in audits are due thirty (30) days from date the finding are released. Any unpaid amounts due to the CITY in excess of the time period referenced above are subject to an assessment of a late fee, payable to the CITY, at an interest rate of 18.5% per annum, pro-rated daily from the day such moneys are due.

2.20 Food and Beverage Manager and the CITY shall inventory all equipment, improvements, uniforms and small wares on an annual basis to determine what replacements and repairs are required, and to adjust the depreciation schedule accordingly.

2.21 Food and Beverage Manager must use computerized cash or point-of-sale registers that accept credit and debit cards at most sales locations. This includes portable and permanent concession and retail stands, lounges, and for all catering and retail billing. The CITY shall have access to all such sales and management reports. The CITY and the Food & Beverage Manager mutually agree the security of credit and personal data of guests of the Facility is of the utmost importance. Both parties agree they will cooperate, to

the best of its ability, to insure all point-of-sale registers comply with the Payment Card Industry (PCI) Data Security Standards.

2.22 Food and Beverage Manager shall submit to CITY seven (7) months prior to the Contract Year a proposed Annual Operating Budget for the next Contract Year. The proposed Annual Operating Budget shall include estimates of revenues and any and all amounts needed for Capital Expenditures, Operating Expenses, and CITY Costs for the Contract Year in the same format as the monthly financial statements. Manager and CITY shall use their best reasonable efforts to promptly discuss, negotiate and approve the proposed Operating Budget. Food and Beverage Manager shall not be liable to CITY for reasonable expenditures made by the Food and Beverage Manager in excess of any budgeted amounts in the Annual Operating Budget, provided that, such expenditures are made by Food and Beverage Manager in good faith and within the exercise of its best professional judgment. Provided, however, that Manager shall promptly notify CITY if Operating Expenses and/or Capital Expenditures are more than ten percent (10%) higher, on a monthly basis, than what is estimated in the Annual Operating Budget as a whole for a major budget category, and CITY shall thereafter be entitled to schedule a meeting at which the parties shall use their best reasonable efforts to adjust future expenditures or other features of the Annual Operating Budget in a fashion that addresses the reasons for the departure from said Annual Operating Budget.

2.23 All Working Capital furnished by CITY and amounts received by Food and Beverage Manager in the operation of the Facility, including without limitation all Gross Revenues, shall be deposited in the Agency Account of the Food and Beverage Manager. The Agency Account shall be maintained for the CITY in a bank selected by Food and Beverage Manager and approved by CITY. Such monies shall not be commingled with the funds of Food and Beverage Manager or CITY. As long as this Agreement is in effect, Food and Beverage Manager shall have sole signing authority with respect to the Agency Account and all funds deposited in the Agency Account.

Misc. Duties of Food and Beverage Manager

2.24 Food and Beverage Manager shall comply with and observe all federal, Minnesota and local laws, ordinances and regulations as to sanitation, the purity of food and beverages, recycling or otherwise relating to its operation under this Agreement.

2.25 All records relating to the Services shall be kept on file by Food and Beverage Manager during the continuance of this Agreement. Food and Beverage Manager shall maintain suitable records, including, but not limited to, books of account, showing sales, commissions and other revenues payable by the Food and Beverage Manager to the CITY pursuant to this Agreement, at the Facility, and such record shall be available for inspection by CITY at any time and on any day during regular business hours; provided, however, that such inspection shall not unreasonably interfere with Food and Beverage Manager's provision of the Services. Upon any termination of this Agreement, and after payment to the Food & Beverage Manager of any and all monies due and owing the Food & Beverage Manager, pursuant to this Agreement, including without limitation any Management Fee or Incentive Fee, all such books and records, including, but not limited to, any information relating to scheduled private events to be held at the Facility, shall be turned over to the CITY. If there is a dispute between the CITY and the Food and Beverage Manager regarding monies owed to either party, the disputed amount will be placed into an escrow account with a independent third party agent who will hold the funds until the dispute is resolved.

2.26 Food and Beverage Manager agrees that its employees and agents will comply with and observe all rules and regulations concerning conduct of its employees at the Facility which CITY may from time to time impose upon Food and Beverage Managers employees and agents at the Facility subject to restrictions imposed upon Food and Beverage Manager by any federal, state or local statute, law, code or

regulations or by any collective bargaining agreement or other contract affecting such employee or agent.

2.27 To the extent permitted by law, CITY shall have the option, at its sole discretion, to purchase equipment and supplies through Food and Beverage Manager's suppliers.

2.28 Food and Beverage Manager shall use commercially reasonable efforts to assist the CITY in securing additional corporate sponsorship in the Facility.

3. Responsibilities of CITY

3.1 CITY hereby represents and warrants that as of the Effective Date, CITY owns outright, title and interest in and to the Facility and all furniture and equipment located at the Facility. CITY shall, at no expense to Food and Beverage Manager, provide Food and Beverage Manager with the reasonably necessary physical space within the Facility, including access thereto to conduct the services, including, without limitation, the Facilities, storage/warehouse space, offices, a check in/out cash handling area and loading areas.

3.2 CITY shall, at no expense to Food and Beverage Manager, provide Food and Beverage Manager with the necessary equipment and facilities in good order and repair, to conduct the Services including, without limitation, such equipment and facilities associated with the storage, preparation and sale of Consumable and non-consumable products and provision of the Services at the Facility. Unless otherwise agreed to by the Food and Beverage Manager and the CITY, all rights and claims of ownership and title to such equipment and facilities shall at all times remain vested in the CITY. The location of all foodservice areas, whether temporary, portable or permanent, shall be designated by the CITY. The Food and Beverage Manager shall acquire no right to such areas once assigned and the CITY reserves the right to require Food and Beverage Manager to move such operations and equipment to facilitate the needs of events. Nothing herein contained shall be held to limit or qualify the right of the CITY to a free and unobstructed use, occupation, and control of the Facility, or of the CITY's right of ingress and egress to the Facility for itself, its Food and Beverage Managers, and the public. Representatives of the CITY shall have the right to enter upon and have access to all spaces occupied by the Food and Beverage Manager at any time.

3.3 CITY shall pay and provide the cost of utilities including HVAC, electricity, gas, and water service; refuse disposal and utility distribution systems necessary to operate the services to the Food and Beverage Manager monthly. CITY shall maintain, repair and replace the roofs and all exterior walls of the Facilities.

3.4 CITY shall pay and provide the cost of all real and personal property taxes applicable to the Facility.

3.5 At all times during the continuance of this Agreement, CITY shall maintain the Facility in full compliance with all applicable federal, state, and local laws, regulations and governmental orders.

3.6 Food and Beverage Manager must provide all service tables, bars, linen, skirting, place settings and appropriate room and table décor on a timely basis, as well as removing same immediately following each catered event.

3.7 The CITY shall have the right to enter the foodservice areas and storage spaces at all reasonable times for the purpose of examining the state of repair and condition of the premises and the equipment and for the purpose of determining whether the terms, covenants and conditions contained in this Agreement are being fully and faithfully observed and performed. The CITY shall have the right to reject

the character of service and require that undesirable practices be discontinued or remedied. Failure of the Food and Beverage Manager to take appropriate action after notification from the CITY shall be considered a breach of contract.

- 3.8 The CITY shall have the right to approve or reject, prior to implementation, the following:
- (a) Areas in which product may be sold;
 - (b) Areas in which alcoholic beverages may be sold;
 - (c) Dates and times sales areas may and shall be open for business;
 - (d) Number of sales areas that must be open for each event;
 - (e) Items to be offered for sale;
 - (f) The brand, quality and quantity of all food, beverages, containers, packages and goods offered for sale;
 - (g) The price of all items offered for sale;
 - (h) Design of employees' uniforms including colors;
 - (j) The method used for the orderly control of patrons at the sales areas;
 - (k) Any change in the appearance of sales areas;
 - (l) Maintenance and clean-up procedures and materials;
 - (m) The number, type and placement of vending machines;
 - (n) Size, type and placement of any temporary or movable stands;
 - (o) Any individuals assigned to managerial position or responsibilities on site.

3.9 The CITY and the Food and Beverage Manager shall mutually agree on any and all questions which may arise as to the acceptability of services rendered, number of service areas required, levels of staffing by area, prices, portions, products, manner of performance.

4. Improvements

4.1 CITY shall provide all equipment and improvements. Additional equipment or improvements shall be purchased upon request by the Food and Beverage Manager, at the sole discretion of the CITY. The equipment, improvements, small wares and uniforms shall be mutually agreed upon by the CITY and Food and Beverage Manager.

4.2 Food and Beverage Manager shall be responsible for maintaining, as a Direct Operating Cost, all improvements, equipment and small wares used in the performance of its duties, including rolling stock, in a good state of repair subject only to normal wear and tear. The CITY may require the use of its in-house maintenance staff for these repairs and maintenance if it is in the CITY's best interest. Food and Beverage Manager shall maintain par levels approved by the CITY of all equipment improvements, uniforms, and small wares. The cost to repair equipment, other improvements, uniforms, and/or small wares at or below \$10,000.00 is a Direct Operating Cost and will be paid by Food and Beverage Manager And those \$10,000.00 will be approved and paid by the CITY, at their sole discretion. CITY and Food and Beverage Manager agree that prior to the beginning of each Contract Year, a representative of the parties hereto shall inspect the equipment used for the purposes of this Agreement and at that time by mutual agreement determine the condition of said equipment.

4.3 The Food and Beverage Manager shall not permit any waste, injury, or damage upon or to the Facility or its equipment and appurtenances. At the expiration of the Agreement, the Food and Beverage Manager shall leave the Facility and its equipment, improvements, uniforms, small wares, furnishings, decor and appurtenances, and deliver same to CITY, in at least the same condition as that which they were at the Effective Date of the Agreement, less wear and tear, plus any additions to furnishings, small wares, uniforms, equipment purchases and improvements made by the Food and Beverage Manager during the Term or Extended Term of this Agreement will become the property of the CITY. Copies of all invoices will be

provided to the CITY at the time of purchase to be added to the fixed asset inventory. Any fixed assets or equipment to be disposed of due to wear and tear will be first approved by the CITY and the fixed asset inventory so adjusted.

4.4 The Food and Beverage Manager and/or its employees shall not erect, maintain or keep at the Facility, any structure or equipment of any kind, except with the written consent of the CITY. The Food and Beverage Manager shall not make any alterations in, or additions to, nor post any signs upon any part of the premises or permit signs to be posted for advertising of services of any nature on the premises or on the Food and Beverage Manager's person, employees, or equipment without prior permission of the CITY.

4.5 The Food and Beverage Manager shall not remove any article, piece of equipment or other property furnished to the Facility without the express written permission of the CITY.

5. Financial Arrangements

5.1 Throughout this Agreement, the following terms shall have the following meanings unless otherwise stated:

A. "Accounting Period" refers to twelve (12) calendar month time periods in each of Food and Beverage Manager's Contract Year.

B. "Contract Year" shall mean the period of time between January 1, 2015 and December 31, 2015, and every January 1st through December 31st thereafter until the termination of this Agreement.

C. "Direct Operating Costs" are the annual actual out-of-pocket costs of the Services incurred by Food and Beverage Manager at the Facility pursuant to this Agreement, as approved by the CITY, which approval shall not be unreasonably withheld or delayed, and paid for by the Food and Beverage Manager. Except as otherwise provided herein, these costs include but are not limited to, the actual expense of the products necessary to provide the Services including on-site payroll, payroll taxes, fringe benefits and other on-site operating expenses such as credit card processing fees, communication costs, repairs, maintenance, cleaning and office supplies, advertising costs to promote Facility Services, insurance, Management Fee, interest expense and depreciation of capital items as defined by the CITY. Direct Operating Cost also includes any costs allocated by the CITY to the Food and Beverage Manager's such as utilities, waste removal and real estate taxes. Direct Operating Costs shall also include a twenty-five percent (25%) percent discount for up to ten (10) CITY sponsored catered events of twenty-five (25) people or less. There will not be a room rental fee charged to the CITY for CITY sponsored events of twenty-five (25) people or less. The CITY will be granted six (6) CITY sponsored events of twenty-five people or more during each Contract Year in which they will not be charged a room rental fee and will receive a twenty-five percent (25%) discount. Direct Operating Costs do not include any costs incurred by the Food and Beverage Manager which can reasonably be considered non-CITY approved corporate allocations, late fees, or the expenses of any person or entity having an ownership interest in the Food and Beverage Manager. However, the Food and Beverage Manager may include and charge back to the Facility as Direct Operating Costs expenses it incurs to provide Centralized Services to the Facility after approval by CITY. Centralized Services are defined as those provided to the Facility from one of the Food and Beverage Manager's affiliate or subsidiary companies to provide the full benefit of accounting, management information systems and human resources services which are outside the scope of those provided for in this Agreement, purchasing services, personnel recruiting and training programs or other group benefits and services as are made available generally to properties managed by the Food and Beverage Manager. Centralized Services also includes any expenses incurred by the Food and Beverage Manager to provide temporary labor to the Facility from one of its affiliates or subsidiary companies as a substitute worker to fill an open position while the Facility searches for a permanent replacement.

D. "Gross Revenues" shall refer to the total amount of money, rental and service charges received by Food and Beverage Manager, or any agent, subcontractor, or employee of Food and Beverage Manager for all sales, cash or credit (whether collected or not) made as a result of the Service rights granted under the Agreement, excluding applicable sales taxes.

E. "Fixed Management Fee" shall be the fixed amount paid to Food and Beverage Manager by CITY for providing the Services from January 1, 2015 through April 28, 2015.

F. "Management Fee" shall refer to the variable amount paid, monthly, to Food and Beverage Manager for providing the Services beginning on May 1, 2015 through the remaining Term of this Agreement, based on a percentage of Gross Revenues.

G. "Management Incentive Fee" shall refer to the percentage of Net Income payable to Food and Beverage Manager on an annual basis.

H. "Net Income" shall be, for each Accounting Period, the difference between Gross Revenues and the sum of Direct Operating Costs.

5.2 The CITY shall pay the Food and Beverage Manager for operating the Services pursuant to this Agreement, a monthly Fixed Management fee of eight thousand five hundred dollars (\$8,500) for the period January 1, 2015 through April 28, 2015.

Effective May 1, 2015 through December 31, 2015, CITY shall pay Food and Beverage Manager a monthly Management Fee, equal to four percent (4.0%) of Gross Revenues.

Effective January 1, 2016 through December 31, 2019, CITY shall pay Food and Beverage Manager a monthly Management Fee equal to three percent (3.0%) of Gross Revenues.

CITY authorizes the Food and Beverage Manager to pay the Management Fee from the Agency Account on the tenth (10th) day of the month following the month in which the Management Fee is earned.

5.3 CITY shall pay two thousand five hundred dollars (\$2,500) per month accounting fee. This amount may be periodically adjusted to reflect expense increases or decreases experienced by the Food and Beverage Manager to provide accounting services. Any accounting service adjustment will be discussed with and agreed to by the CITY prior to implementation.

5.4 Food and Beverage Manager shall also be eligible to receive an annual Management Incentive Fee for services rendered under this Agreement. The annual Management Incentive Fee shall be calculated as follows and paid within ninety (90) days following the end of the Contract Year:

A. Effective May 1, 2015 through December 31, 2015, the Food and Beverage Manager will be eligible to receive a fifteen percent (15%) Management Incentive Fee of the Net Income that exceeds \$300,000 in the Contract Year.

B. Effective January 1, 2016 through December 31, 2019, the Food and Beverage Manager will be eligible to receive a twenty-five percent (25%) Management Incentive Fee of the Net Income that exceeds \$300,000 in the Contract Year.

5.5 Food and Beverage Manager shall collect all proceeds from the operation of the Services under this Agreement and maintain accurate records and reports with respect to such proceeds (categorized into such categories as the CITY may reasonably require) and deposit such proceeds on a daily basis into such account(s) as the CITY may require. In so doing Food and Beverage Manager shall institute such security, inventory, supplies and alcohol control procedures as CITY may reasonably require ensuring the accurate accounting for and depositing of funds and preservation of inventory, supplies and Concession products.

5.6 By the 15th day after the end of each Contract Year quarter, Food and Beverage Manager shall meet and discuss the cash position of the business and determine the amount of cash to be remitted to or received from the CITY after accounting for a ninety (90) day Profit & Loss Forecast, or cash flow, and sufficient working capital. The CITY is to maintain a working capital floor, which may be adjusted from time to time, and considers the Facilities business volume and seasonality. The CITY and the Food and Beverage Manager will meet and mutually agree on the working capital floor. The working capital floor will provide labor and fringe benefits costs for ninety (90) days of operations and take into consideration thirty (30) days of Direct Operating Costs.

5.7 The Food & Beverage Manager shall not be obligated to advance any of its own funds for the maintenance and operations of the Facility or for the account of the CITY, or to incur any liability with respect to the Facility. However, if the Food & Beverage Manager shall have advanced any funds in payment of any necessary, desirable and appropriate expenses reasonably related to, the maintenance and operation of the Facility, CITY shall promptly provide reimbursement to the Food & Beverage Manager upon demand.

5.8 Food and Beverage Manager shall submit such financial statements pertaining to the operations which may be reasonably required by the CITY. The Food & Beverage Manager shall keep full and adequate books of account and other records reflecting the results of operation of the Facility, on an accrual basis, all in accordance with the National Restaurant Association's Uniform System of Accounts for Restaurants, seventh edition or newer. The Food & Beverage Manager shall provide to the CITY an unaudited operation statement reflecting revenues and expenses for each month during which the Food & Beverage Manager manages the Facility and an unaudited Balance Sheet. Such statements shall be provided no later than the twentieth (20th) day of the succeeding month. The CITY further reserves the right to conduct an audit of such financial statements and other financial records required to be maintained by the Food and Beverage Manager pursuant to this Agreement.

6. Indemnification; Insurance

6.1 Food and Beverage Manager agrees to indemnify and hold CITY, together with their respective officials, employees, agents and assigns (hereinafter referred to as the "Indemnified Parties") harmless from any and all claims for personal injury, death, or property damage and any other losses, damages and expenses, including reasonable attorneys' fees, which arise out of, or relate in any way whatsoever with, or by reason of the use of the Facility by Food and Beverage Manager, its employees, agents, assigns or invitees; provided, however, that nothing contained herein shall require Food and Beverage Manager to defend or indemnify the Indemnified Parties for losses, damages, injuries or death arising out of any act, error or omission of the Indemnified Parties. Food and Beverage Manager also agrees to indemnify the Indemnified Parties from and against any and all claims, suits, damages, costs, losses, and expenses including reasonable attorneys' fees in any manner arising out of, or connected with, any alleged failure of the Food and Beverage Manager, its subcontractors, agents, successors, assigns, officers, or employees to comply with any applicable federal, state, and local laws, ordinances, rules and regulations.

6.2 The CITY agrees to indemnify and hold the Food and Beverage Manager, together with their respective officials, employees, agents and assigns (hereinafter referred to as the "Indemnified Parties") harmless from any and all claims for personal injury, death, or property damage and any other losses, damages and expenses, including reasonable attorneys' fees, which arise out of, or relate in any way whatsoever with, or by reason of the use of the Facility by CITY, its employees, agents, assigns or invitees; provided, however, that nothing contained herein shall require CITY to defend or indemnify the Indemnified Parties for losses, damages, injuries or death arising out of any act, error or omission of the Indemnified Parties. CITY also agrees to indemnify the Indemnified Parties from and against any and all claims, suits, damages, costs, losses, and expenses including reasonable attorneys' fees in any manner arising out of, or connected with, any alleged failure of the CITY, its subcontractors, agents, successors, assigns, officers, or employees to comply with any applicable federal, state, and local laws, ordinances, rules and regulations.

6.3 Food and Beverage Manger's obligation to indemnify and hold CITY harmless pursuant to this Agreement shall be dependent upon CITY promptly notifying Food and Beverage Manager in writing of any such claim or lawsuit against CITY as soon as reasonably practicable, but in no event later than twenty (20) working days after (a) CITY's receipt of the summons and complaint with respect to any lawsuit or other judicial proceeding; or (b) CITY's receipt of actual notice of any other claim or administrative proceeding. CITY agrees to forward to Food and Beverage Manager any summons and complaints and all other documents which relate to any such claim lawsuit together with CITY's written notice of such claim or lawsuit under this Section 6.2. The failure of CITY to notify Food and Beverage Manager of any such claim or lawsuit as provided in this Section 6.2 shall relieve Food and Beverage Manager of any and all obligations whatsoever to indemnify CITY under Section 6.2. Food and Beverage Manager shall have sole control over the defense, settlement and discharge of any such claim or lawsuit; provided, however, that CITY shall provide Food and Beverage Manager with all assistance reasonably requested by Food and Beverage Manager in connection with the defense, settlement and discharge of such claim or lawsuit. Nothing contained in this Agreement shall be either construed to waive, or to require the Food and Beverage Manager to waive the Food and Beverages Manager's statutory and common-law immunities and statutory limits of liability with regard to any claim described herein.

6.4 CITY's obligation to indemnify and hold Food and Beverage Manager harmless pursuant to this Agreement shall be dependent upon Food and Beverage Manager promptly notifying CITY in writing of any such claim or lawsuit against Food and Beverage Manager as soon as reasonably practicable, but in no event later than twenty (20) working days after (a) Food and Beverage Manager's receipt of the summons and complaint with respect to any lawsuit or other judicial proceeding; or (b) Food and Beverage Manager's receipt of actual notice of any other claim or administrative proceeding. Food and Beverage Manager agrees to forward to CITY any summons and complaints and all other documents which relate to any such claim lawsuit together with Food and Beverage Manager's written notice of such claim or lawsuit under this Section. The failure of Food and Beverage Manager to notify CITY of any such claim or lawsuit as provided in this Section 6.3 shall relieve CITY of any and all obligations whatsoever to indemnify Food and Beverage Manager under Section 6.3. CITY shall have sole control over the defense, settlement and discharge of any such claim or lawsuit; provided, however, that Food and Beverage Manager shall provide CITY with all assistance reasonably requested by CITY In connection with the defense, settlement and discharge of such claim or lawsuit. Nothing contained in this Agreement shall be either construed to waive, or to require the CITY to waive the CITY's statutory and common-law immunities and statutory limits of liability with regard to any claim described herein.

6.5 Food and Beverage Manager shall procure and maintain the following insurance:

A. Workers Compensation Insurance coverage with the statutory, limits or liability as provided by State law, including not less than \$500,000 per accident, \$500,000 per employee, and \$500,000 per disease employer's liability applicable to employees, agents, volunteers and assigns of Food and

Beverage Manager;

B. Commercial General Liability coverage including Bodily Injury, Personal Injury Liability, Property Damage, Contractual Liability, and Products coverage with limits of \$2,000,000 per occurrence and \$5,000,000 in the aggregate; Automobile Insurance, covering vehicles operated in connection with the Facility, the minimum liability coverage shall be \$2,000,000 per accident or occurrence; Liquor Liability Insurance in an amount not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate ; Such insurance shall be primary and not be subject to any deductible or self- insured retention.

Nothing contained herein shall preclude the CITY from requiring the Food and Beverage Manager to purchase and provide evidence of additional insurance with regard to Food and Beverage Manager's performance pursuant to this Agreement.

Such insurance may be carried under a blanket policy and shall be obtained from insurance companies duly authorized to conduct insurance business in Minnesota. Certificates of Insurance naming the CITY, and the Food and Beverage Manager together with their respective officials, employees, agents and assigns as Additional Insureds shall be provided to the CITY prior to the Effective Date of this Agreement and the Food and Beverage Manager's commencement of any operations hereunder at the Facility, and renewal certificates shall be provided to CITY throughout the term of this Agreement so that the required insurance coverage's described herein are shown to be in effect during the term of this Agreement.

6.6 The obligations of the Food and Beverage Manager under this Section 6 shall continue beyond the termination, cancellation, or expiration of this Agreement.

7. Commencement; Termination; Event of Default; Limited Remedy

7.1 The term (hereinafter referred to as the "Term") of this Agreement shall commence on January 1, 2015 (hereinafter referred to as the "Effective Date") and remain in full force and effect until December 31, 2019 (the "Expiration Date"), unless terminated earlier or extended as provided herein. Provided that this Agreement has not been terminated earlier, this Agreement may be extended upon mutual written consent of the CITY and Food and Beverage Manager for two (2) consecutive five (5) year periods commencing the day after the Expiration Date (hereinafter each such five year extension shall be referred to as an "Extended Term"). Each Extended Term shall be governed by the same terms and conditions contained in this Agreement, unless otherwise agreed to in writing by the CITY and Food and Beverage Manager. If the CITY and the Food and Beverage Manager do not mutually agree in writing to extend the Term or an Extended Term as provided in this Section 7.1 not less than one hundred and twenty (120) days before the Expiration Date or the expiration date of an Extended Term, this Agreement or Extended Term thereof and all rights and interests therein, shall immediately terminate at 11:59 p.m. Central time on the Expiration Date or expiration date of an Extended Term, as the case may be.

7.2 The CITY may terminate this Agreement if Food and Beverage Manager fails to generate Net Income of \$300,000 effective with the Contract Year ending December 31, 2017 or for any Contract Year thereafter.

7.3 If either party shall fail or refuse to perform or observe any of the terms or conditions of this Agreement for any reason other than excused performance pursuant to Section 9, such failure or refusal shall be an event of default. The party claiming the default shall give the defaulting party a written notice of such default. If within fifteen (15) days from the date of such notice, the default has not been cured, the non-defaulting party may terminate this Agreement; provided, however, that if the default is of such a character that rectification thereof reasonably requires longer than fifteen (15) days, such a default will be deemed cured if

the party in default commences rectification thereof within fifteen (15) days after notice and completes rectification with due diligence, good faith and in a manner that is reasonably satisfactory to the non-defaulting party.

7.4 The CITY may terminate the agreement if Food and Beverage manager is placed into bankruptcy either voluntarily or by the courts, or if Food and Beverage Manager becomes financially insolvent and unable to perform its duties under the Agreement, the CITY may immediately place the Food and Beverage Manager in default and terminate the Agreement.

7.5 If at any time during the Agreement the Food and Beverage Manager is unable to perform its responsibilities at any event at the Facility, whether due to default or not, the CITY or its designee may immediately take over the food services and operate same until such time the Food and Beverage Manager is able to operate the food services or the Agreement is terminated. The Food and Beverage Manager shall reimburse the CITY for any lost revenues or expenses incurred to the CITY during this period of time.

7.6 Upon the expiration or sooner termination of this Agreement, Food and Beverage Manager shall, as soon as reasonably practicable, vacate all parts of the Facility occupied by it and return the Facility to CITY, together with all CITY's equipment in the same condition as when originally made available for use by Food and Beverage Manager, excepting only reasonable wear and tear and fire and other casualty loss, including the remaining balance in the Agency Account after all outstanding financial obligations have been satisfied.

7.7 If termination is for cause, Food and Beverage Manager will be paid by CITY for all service actually, timely, and faithfully rendered up to the date of termination less the additional cost to the CITY for locating and hiring a new contractor to provide the services contemplated under this Agreement. This remedy shall be in addition to any other remedies, including termination, available in law or equity. The CITY shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder.

8. Independent Contractor Relationship

It is understood and agreed by the parties hereto that an independent contractor relationship is established under the terms and conditions of this Agreement and that Food and Beverage Manager and the employees of Food and Beverage Manager are not nor shall they be deemed to be employees of the CITY, and that employees of CITY are not, nor shall they be deemed to be, employees of the Food and Beverage Manager. Neither party has the authority to bind or obligate the other except with the express written consent of the other first had and obtained.

9. Excused Performance

In case the performance of any of the terms or provisions of this Agreement (other than the payment of monies) shall be frustrated, delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, or because of riots, war, public disturbances, strikes, lockouts, differences with workman, fires, floods, acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party whose performance is interfered with may at its option, suspend the performance of its obligations hereunder (other than the payment of monies) during the period such interference continues and for no longer.

10. Representations and Warranties

All the parties hereto represent and warrant each to the other that they have the respective right and authority to enter into this Agreement and perform the obligations set forth herein. The parties acknowledge that this Agreement constitutes a legal, valid, and binding obligation in accordance with its terms.

11. Trade Names, Trademarks, Systems, and Employees

11.1 All Manager's trade names and systems are exclusively the property of the Food and Beverage Manager. No provision of this Agreement and no right or remedy of CITY hereunder shall confer upon CITY, or any transferee, assignee, or successor of CITY, or any person, firm, or corporation claiming by or through CITY, the right to use, rent, lease, license, transfer, reproduce, network, display, or distribute the Food and Beverage Manager's trade names or the systems or use the Food and Beverage Manager's trade names in the use and operation of the Facility, and CITY shall have no right to use such systems or the Food and Beverage Manager's trade names.

CITY's trade name including but not limited to restaurant/bar name are exclusively the property of CITY. No provision of this Agreement and no right or remedy of the Food and Beverage Manager hereunder shall confer upon the Food and Beverage Manager, or any transferee, assignee, or successor of the Food and Beverage Manager, or any person, firm, or corporation claiming by or through the Food and Beverage Manager, the right to use, rent, lease, license, transfer, reproduce, network, display, or distribute the CITY's trade names or use the CITY's trade names other than in connection with operation of the Facility pursuant to this Agreement.

Either party shall be entitled to enforce its rights under this paragraph by actions for damages or relief by injunction and by the pursuit of any other right or remedy available to the party at law or equity. This provision shall survive the termination of this Agreement, and CITY shall be obligated to remove all use of the Food and Beverage Manager's trade name from the Facility premises within fifteen (15) days after the termination of this Agreement. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between CITY and the Food and Beverage Manager.

shall have the right, but not the obligation, to identify itself as manager of the Facility on any and all websites, advertisements and other materials used in connection with the Facility and the business of the Food and Beverage Manager and any of its Affiliates, and to post such signs, after approval of the CITY, in the lobby or other exterior or interior locations of the Facility as it may desire to so identify itself.

SECTION 11.3 – NON-SOLICITATION OF MANAGER'S EMPLOYEES: CITY recognizes personnel employed by the Food & Beverage Manager constitute an important and vital aspect of the Food & Beverage Manager's business. CITY agrees during the Term of this Agreement, and for a period of one (1) year following the expiration or termination of this Agreement, CITY shall not, directly or indirectly, without the consent of the Foods & Beverage Manager (1) recruit, solicit, entice or hire (or assist anyone else in the foregoing activities) any management personnel employed by Food & Beverage Manager at the Facility or employees who provide Supervisory Services for or to the Facility, or (2) encourage any such employee of the Food & Beverage Manager to terminate their employment with Food & Beverage Manager. Provided, however, any personnel employed at the Facility when the Food & Beverage Manager began to manage the Facility on November 1, 2014 would be excluded from this provision. .

12. Notices

All notices and other communications required or permitted return receipt requested, or by recognized overnight delivery service to be given hereunder shall be in writing and shall be delivered by registered or certified mail, addressed as follows (or to such other address as either party may designate by notice in

accordance with the provisions of this Section 12):

If to CITY:

City of Coon Rapids
Attention: City Manager
11155 Robinson Drive NW
Coon Rapids, MN 55433

With copy to City Attorney:

City of Coon Rapids
Attention: City Attorney
11155 Robinson Drive NW
Coon Rapids, MN 55433

If to Food and Beverage Manager:

MHC Bunker Hills LLC
Attention: President
345 Saint Peter Street
Suite 2000
St. Paul, MN 55102

Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

13. Assignment or Transfer By or Change in Owner

13.1 - ASSIGNMENT OR TRANSFER BY CITY: Subject to Food & Beverage Manager's termination rights under Section 7.0, CITY may sell, lease, or otherwise transfer or assign, during the Term of this Agreement, the Facility or any interest in Facility without the prior consent of Food & Beverage Manager, but CITY shall give Food & Beverage Manager notice of any such action at least ninety (90) days prior to any such sale, lease, transfer or assignment.

13.2 - TRANSFER COSTS: In the event of a sale, lease, or other assignment or transfer of the Facility, or sale or transfer of more than a fifty percent (50%) interest in the Facility to any person, firm, or corporation other than a person, firm, or corporation owning more than a fifty-percent (50%) interest in the Facility on the date of this Agreement, whether:

A. Food & Beverage Manager is requested to continue to manage the Facility, whether by an assignment or continuation of this Agreement or by execution of a new management agreement; or

B. Food & Beverage Manager's management of the Facility is terminated;

and, if Foods & Beverage Manager is requested to make any computer, bookkeeping, accounting, tax, or other changes, entries, transfers, proration's, adjustments, or calculations in connection therewith that are above and beyond the activities normally provided by the Food & Beverage Manager to the CITY pursuant to

this Agreement, the reasonable and necessary costs of the Food & Beverage Manager in making same shall be paid by the CITY and/or the other parties to the assignment or transfer, all of which or whom shall be jointly and severally responsible therefor.

In addition, any reasonable and necessary cost for establishing the books and records of the Facility for the benefit of the assignee or transferee shall be paid to the Food & Beverage Manager by the assignee or transferee. If the assignee or transferee refuses to make such payment, it shall remain a responsibility of the CITY.

15. Miscellaneous

This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Minnesota. Any legal action, suit or proceeding brought by either CITY or Food and Beverage Manager in any way related to or arising out of this Agreement shall be brought in the District Court in and for Anoka County in the State of Minnesota, and each party hereby accepts and submits to the jurisdiction of such state courts with respect to any such action, suit or proceeding brought by or against such party. Each party hereto waives any objection to the venue for any such action, suit or proceeding being in such state courts. This Agreement sets forth the entire agreement and understanding of the parties in respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof. Each party shall execute, acknowledge, or verify and deliver any and all documents necessary from time to time to carry out the purposes and intent of the Agreement. The failure of any party at any time or times to require performance of any provisions hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition or of the breach of any term contained in this Agreement, whether by conduct or otherwise in any one or more Instances, shall be deemed to be construed as a further or continuing waiver of any such condition or breach of any such term or waiver of any other condition or breach of any other term of this Agreement. This Agreement may be amended, modified, superseded or canceled and any of the terms and conditions hereof may be waived, only by a written instrument executed by CITY and Food and Beverage Manager or in the case of a waiver, by the party waiving compliance.

16. Tax Exempt Property

Food and Beverage Manager acknowledges that the construction, renovation and/or operation of the Facility has been, and may again be financed in whole or in part with tax-exempt bonds. In the event that it is determined by proper state or federal tax authorities, whether by formal or informal ruling, or by formal written opinion of the CITY's bond counsel, that any provision[s] of this Agreement, would, if not amended or removed, render such bonds issued by the CITY and/or any other public body, taxable, such provision[s] shall be null and void.

17. Public Data

Food and Beverage Manager acknowledges and agrees that this Agreement and all information and referenced herein are subject to Chapter 13 of the Minnesota Statutes (Minnesota Government Data Practices Act) as well as any other applicable federal, state, and local laws or ordinances, and all applicable rules and regulations, and standards established by any agency of such governmental units which are now or hereafter promulgated and thus this Agreement and all or a portion of such information and documents may be considered public data thereby.

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

Food & Beverage Manager:

MHC Bunker Hills, LLC.

By: _____

Its: _____

CITY:

City of Coon Rapids, MN

By: _____

Its: _____

By: _____

Its: _____