

ASSIGNMENT AND ASSUMPTION OF LEASE

WHEREAS, BEMIDJI YOUTH HOCKEY ASSOCIATION, (hereinafter "Assignor"), for valuable consideration paid by BEMIDJI COMMUNITY ARENA CORPORATION, (hereinafter "Assignee"), receipt of which is hereby acknowledged, and subject to the consent of INDEPENDENT SCHOOL DISTRICT #31 (hereinafter "Landlord"), hereby assigns to the Assignee that certain Lease between Landlord and Assignor, dated January, 4, 2000, and assignment thereto dated January 4, 2000, and any and all renewal options incorporated therein, leasing that certain premises legally described on attached Exhibit "A" (hereinafter "Rental Property") which Lease is hereby incorporated herein as fully as if the provisions thereof were set forth herein.

WHEREAS, Assignee hereby assumes the obligations of Assignor, as Tenant in the Lease described above, and agrees to perform all of the Tenant's covenants and obligations.

WHEREAS, Landlord consents to the foregoing assignment and assumption of the Lease made between Landlord, Assignee and Assignor.

NOW THEREFORE, in consideration of the premises and the rents and covenants contained in the Lease and this Assignment and Assumption of Lease, the Lease is amended as follows:

1. The Tenant under the Lease shall now be Bemidji Community Arena Corporation, a Minnesota nonprofit corporation.

2. Except as modified herein, all other terms and conditions of the Lease shall remain unchanged and in full force and effect.

THIS ASSIGNMENT AND ASSUMPTION OF LEASE shall apply to and inure to the benefit and bind all parties hereto, their respective successors and/or assigns.

IN WITNESS OF THIS ASSIGNMENT AND ASSUMPTION OF LEASE, Assignor, Assignee and Landlord have properly executed the same of this 12TH day of April, 2017.

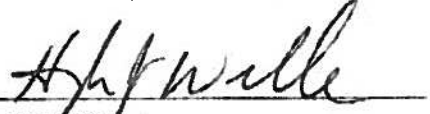
ASSIGNOR:

Bemidji Youth Hockey Association

By: 
Its: President

ASSIGNEE:

Bemidji Community Arena Corporation

By: 
Its: President

LANDLORD:

Independent School District #31

By: _____
Its: _____

EXHIBIT "A"

That part of the Northwest Quarter of the Northwest Quarter, Section 18, Township 146 North, Range 33 West of the 5th Principle Meridian, Beltrami County, Minnesota, described as follows:

The south 300.00 feet of the north 692.00 feet of the east 150.00 feet of the west 375 feet of said Northwest Quarter of the Northwest Quarter.

ASSIGNMENT AND ASSUMPTION OF USE AGREEMENT

WHEREAS, BEMIDJI YOUTH HOCKEY ASSOCIATION, (hereinafter "Assignor"), for valuable consideration paid by BEMIDJI COMMUNITY ARENA CORPORATION, (hereinafter "Assignee"), receipt of which is hereby acknowledged, and subject to the consent of INDEPENDENT SCHOOL DISTRICT #31 (hereinafter "ISD #31"), hereby assigns to the Assignee that certain Use Agreement – Bemidji Youth Hockey Rink dated January 4, 2000, and any and all amendments thereto (the "Use Agreement").

WHEREAS, Assignor desires to assign all of its rights under the Use Agreement to Assignee and Assignee desires to assume Assignor's obligation thereunder.

NOW, THEREFORE, the undersigned agree as follows:

Assignor does hereby sell, assign, pledge and transfer to Assignee all of its right, title and interest in and to Use Agreement and Assignee hereby assumes all of Assignor's obligations under the terms of the Use Agreement.

IN WITNESS OF THIS ASSIGNMENT AND ASSUMPTION OF USE AGREEMENT, Assignor, Assignee and ISD #31 have properly executed the same of this 12TH day of April, 2017.

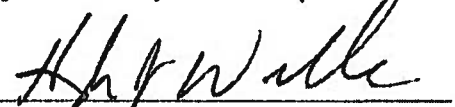
ASSIGNOR:

Bemidji Youth Hockey Association

By: 
Its: President

ASSIGNEE:

Bemidji Community Arena Corporation

By: 
Its: President

LANDLORD:

Independent School District #31

By: _____
Its: _____

**ASSIGNMENT AND ASSUMPTION
OF
ICE ARENA DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF ICE ARENA DEVELOPMENT AGREEMENT is made as of this 12TH day of April, 2017, by and between Bemidji Youth Hockey Association, Inc. ("Assignor"), and Bemidji Community Arena Corporation, a Minnesota nonprofit corporation ("Assignee").

PRELIMINARY STATEMENT:

A. On October 1, 1996, Assignor entered into an Ice Arena Development Agreement with the County of Beltrami ("County"), whereby Assignor agreed to act as an operating entity and form a board to manage and operate the hockey arena. The Ice Arena Development Agreement, together with any amendments or assignments thereto, is hereinafter referred to as the "Arena Development Agreement".

B. Assignor desires to assign all of its rights under the Arena Development Agreement to Assignee and Assignee desires to assume Assignor's obligation thereunder.

NOW, THEREFORE, the undersigned agree as follows:

Assignor does hereby sell, assign, pledge and transfer to Assignee all of its right, title and interest in and to Arena Development Agreement and Assignee hereby assumes all of Assignor's obligations under the terms of the Arena Development Agreement.

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed this Assignment and Assumption of Ice Arena Development Agreement to be executed as of the date first above written.

ASSIGNOR:

Bemidji Youth Hockey Association, Inc.

By: 
Its: President

ASSIGNEE:

Bemidji Community Arena Corporation

By: 
Its: President

ASSIGNMENT CONSENTED TO BY COUNTY:

County of Beltrami:

By _____
Its: _____