

PARKING LEASE

THIS PARKING LEASE (this "Lease") is made and entered into effective as of the ____ day of _____, 2019 (the "Effective Date"), by and between Council Bluffs Community School District ("Landlord") and Availa Bank f/k/a Council Bluffs Savings Bank, a division of Carroll County State Bank ("Tenant").

WHEREAS, Landlord is the owner of that certain real property legally described as Lot 2, Mall of the Bluffs, City of Council Bluffs, Pottawattamie County, Iowa (the "Landlord Parcel"), containing certain improvements, including, but not limited to, a paved parking lot containing a number of individual parking stalls;

WHEREAS, Tenant owns certain real property legally described as Lot 11, Mall of the Bluffs, City of Council Bluffs, Pottawattamie County, Iowa (the "Tenant Parcel"), said Tenant Parcel being adjacent to the Landlord Parcel, and is in need of additional parking stalls; and

WHEREAS, Tenant desires to lease certain parking stalls located on the Property from Landlord and Landlord desires to lease such parking stalls to Tenant on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the rents, covenants, and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Demise; Term. Landlord hereby leases to Tenant seven (7) parking stalls located on the Landlord Parcel (the "Parking Stalls") for a period beginning on the Effective Date and lasting until such time as Tenant fails to occupy and operate a banking institution on the Tenant Parcel (the "Term"). The exact location of the Parking Stalls shall be mutually agreed upon between Landlord and Tenant, in writing, on or prior to the Effective Date.

2. Rent; . Tenant hereby promises to pay a one time \$50.00 rental payment to Landlord upon execution of this lease.

3. Use; Subletting and Assignment. Tenant and Tenant's guests, licensees, invitees, agents, and employees (collectively, the "Tenant Parties") shall have the right to use the Parking Stalls for parking purposes on a full-time basis during the Term. Tenant shall not assign this Lease nor sublet the Parking Stalls in whole or in part, and shall not permit Tenant's interest in this Lease to be vested in any third party except to a banking institution that acquires an interest in the Tenant Parcel.

4. Nuisance. Neither Tenant nor the Tenant Parties will do or permit anything to be done on the Parking Stalls or bring or keep anything thereon that will in any way increase the fire risk to the Landlord Parcel or in any other way injure, disturb, or annoy Landlord, any users of surrounding parking stalls, or any adjacent property owners to that of the Landlord Parcel.

5. Condition of Parking Stalls; Compliance with Law. Tenant acknowledges that Tenant has inspected and viewed the Parking Stalls and that Tenant accepts the Parking Stalls in its "as-is" condition. Unless otherwise expressly provided herein, Landlord makes no representations or warranties with respect to the condition of the Parking Stalls.

6. Maintenance and Repair. During the Term, Tenant will, at its sole cost and expense, keep and maintain the Parking Stalls and appurtenances in good and sanitary condition and repair and shall repair any damage to the Parking Stalls caused by Tenant or the Tenant Parties, ordinary wear and tear excepted. For all purposes under this Lease, "ordinary wear and tear" shall mean the wear and obsolescence to the Parking Stalls as would result and be reasonably expected from the normal use of the Parking Stalls by Tenant.

7. Alterations; Signs. Tenant shall not, without the prior written consent of Landlord, which consent may be withheld at the sole discretion of Landlord, make any changes or alterations to the Parking Stalls, including, but not limited to, the placement of any signs or advertisements on or about the Parking Stalls. Tenant shall pay for all repairs required to the Parking Stalls whenever damage or injury to the same shall have resulted from the making or removal of any such changes or alterations to the Parking Stalls.

8. Compliance with Law. With respect to Tenant's use, maintenance, and repair of the Parking Stalls, Tenant shall, at all times, be in compliance with all applicable state, county, and municipal laws, ordinances, rules, and regulations and applicable protective covenants.

9. Default or Breach. Each of the following events shall constitute a default or a breach of this Lease by Tenant:

a.

a. If Tenant fails to perform or comply with any term or condition of this Lease and if such non-performance shall continue for a period of five (5) days after written notice thereof by Landlord to Tenant, time being of the essence.

10. Effect of Default or Breach. In the event of any default or breach hereunder, and in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

a. Landlord may re-enter the Parking Stalls immediately and remove the property of Tenant or the Tenant Parties located thereon, and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant.

b. Landlord may retake possession of the Parking Stalls and may terminate this Lease by giving written notice of termination to Tenant. Upon termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Parking Stalls (including attorneys' fees, costs of litigation and the like),

11. Hold Over. Intentionally deleted.

12. Surrender. At the end of the Term or upon the earlier termination of this Lease, Tenant shall peaceably surrender possession of the Parking Stalls to Landlord in as good a condition as at the beginning of the Term, ordinary wear and tear excepted, and shall do all things necessary to restore the Parking Stalls to such condition.

13. Taxes and Assessments. Landlord shall pay all real estate taxes and special assessments levied against the Parking Stalls during the Term, if any.

14. Access. Landlord or any of its agents shall have the right to enter onto the Parking Stalls at any time to inspect the same to assure itself that Tenant is not abusing or neglecting to care for the Parking Stalls.

15. Damage or Destruction. Intentionally deleted.

16. Insurance. During the Term, Tenant, at its sole expense, shall procure and maintain insurance for the Parking Stalls in an amount reasonably acceptable to Landlord. Said policy or policies of insurance shall insure the personal property of Tenant and the Tenant Parties located on the Parking Stalls as well as damage to the Parking Stalls caused by Tenant's own negligence or the negligence of the Tenant Parties and shall name Landlord and any other person or entity designated by Landlord as an additional insured. Tenant shall have the ongoing obligation to provide Landlord with evidence of such insurance. Landlord shall not be liable to Tenant or the Tenant Parties for loss, injury, or damage to them or their persons or property from any cause whatsoever, except Landlord's own negligence.

17. Waiver of Subrogation. Each party hereto hereby waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collected under such insurance, subject to the limitations that this waiver shall apply only when permitted by the applicable policy of insurance.

18. Condemnation. If the whole or any part of the Parking Stalls shall be taken by public authority under the power of eminent domain, then the balance of the Term shall cease from the date of possession,

19. Indemnification. Tenant covenants and agrees to indemnify and hold harmless Landlord, its officers, agents, and employees, their successors and assigns, individually or collectively, from all liability for any fines, claims, suits, demands, damages, actions, or causes of action of any kind and nature for personal injury or death, or property damage in any way arising out of or resulting from any activity or operation of Tenant and the Tenant Parties on the Parking Stalls or in connection with its use of the Parking Stalls, and Tenant further agrees to pay all expenses in defending against any such claims made against Landlord. Tenant and Landlord shall give prompt and timely notice to the other of any claim made or suit instituted, which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

20. Risk of Loss. All property of Tenant or the Tenant Parties on or at the Parking Stall shall be at the risk and responsibility of Tenant.

21. No Partnership. Nothing contained herein shall be deemed or construed by the parties hereto, nor any third party, as creating a relationship between the parties hereto other than the relationship of landlord and tenant.

22. Notice. All notices and correspondence under this Lease shall be given by certified or registered mail or by overnight delivery with a national courier providing confirmation of delivery to the following addresses:

If to Landlord: Council Bluffs Community School District

If to Tenant: Availa Bank

23. Entire Agreement. This Lease, and any attachments hereto, contains the entire agreement between the parties hereto, and no prior or subsequent agreement shall operate to change, modify, terminate, or discharge this Lease in whole or in part unless such agreement is in writing and signed by both Landlord and Tenant. Landlord has made no representations or promises with respect to the Parking Stalls except as are expressly set forth in this Lease.

24. Time of Essence. Time is of the essence with respect to all obligations to be performed hereunder.

25. Binding Effect. This Lease and all provisions, covenants, terms, conditions, and agreements contained herein shall be binding upon, apply, and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and permitted assigns.

26. Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision(s) of this Lease are invalid or unenforceable, but that by limiting such provision(s) the same would become valid and enforceable, then such provision(s) shall be deemed to be written, construed, and enforced as so limited.

27. Waiver. The failure of either party hereto to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with each and every provision of this Lease.

28. Headings. The section headings appearing herein are for the convenience of the parties only, and do not affect, define, limit or construe the contents of the various sections in this Lease.

29. Governing Law. The laws of the State of Iowa shall govern the jurisdiction, venue, interpretation, and construction of this Lease, excluding the choice of law rules that may direct jurisdiction, venue, interpretation, or construction of this Lease to other jurisdictions.

30. Counterparts. This Lease may be signed in one or more counterparts, which when taken together, shall constitute one and the same Lease. The parties hereto may execute this Lease and exchange counterparts by means of facsimile or email transmission and the parties agree that the receipt of such executed counterparts shall be binding on the parties and shall be construed as originals.

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Lease as of the dates set forth below.

LANDLORD:

Council Bluffs Community School District

By: _____

Name: _____

Its: _____

Date: _____

TENANT:

Availa Bank f/k/a Council Bluffs Savings Bank, a division of Carroll County State Bank

By: _____

Name: _____

Its: _____

Date: _____