

PARKING LICENSE

This LICENSE AGREEMENT (this "License") is entered into as of July 10, 2019 ("Effective Date"), by and between Navistar Inc., a Delaware corporation ("Navistar"), and the Wheaton Park District ("the Park District").

RECITALS

- A. Navistar is the owner of the property commonly known as 2701 Navistar Drive, Lisle, Illinois 60532, which property is improved with, among other things, a series of office buildings and associated parking structures and surface parking lots (the "Navistar Campus").
- B. The Forest Preserve District of DuPage County ("Forest Preserve") is the owner of the approximately 40 acre property immediately north of Navistar Drive/Navistar Circle and adjacent to the Navistar Campus, which property is generally maintained as open space but is improved with some limited recreational facilities and an associated parking lot ("FPD Property").
- C. The Wheaton Park District ("Park District") operates the FPD Property under the terms of a long-term lease with the Forest Preserve.
- D. The Park District intends to rent the FPD Property to Bolt Marketing Group, LLC ("End User") for a special event to occur on July 13th & 14th, 2019 ("Rental") pursuant to a separate agreement with End User;
- E. Additional parking is required by End User to accommodate the number of anticipated visitors to the FPD Property in connection with Rental;
- F. Park District has requested from Navistar a non-exclusive limited license to permit End User and their permitted invitees and guests to use certain surface parking areas located on the Navistar Campus subject to the terms and conditions more specifically set forth below.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING PREMISES AND IN FURTHER CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Recitals. The Recitals set forth above are incorporated herein by reference.
- 2. Grant of Limited License. Navistar ("Licensor") hereby grants to Park District ("Licensee") a non-exclusive limited license ("License") to permit End User and their guests and invitees to use designated areas in Navistar's north parking area as is depicted on Exhibit A attached hereto (the "Permitted Parking Area") in connection with the Rental by End User.
- 3. Payment. No later than seven (7) days prior to the first day of the Rental, End User shall pay to Licensor the sum of Five Thousand Dollars (\$5,000.00).
- 4. Required End User Agreement. Upon Navistar's approval of End User Rental, Park District shall cause End User to agree to the following terms and conditions, which shall be part of a written agreement between the End User and the Park District:

- a. End User agrees to use on a temporary basis exclusively or vehicular ingress, egress and parking on July 13th & 14th, 2019 the Permitted Parking Area attached hereto as Exhibit A in connection with the rental of the FPD Property;
- b. End User agrees that such use is on "AS IS", "WHERE IS" and "WITH ALL FAULTS" and subject to all restrictions, covenants, easements, conditions, rights-of-ways, encumbrances, exceptions and reservations affecting the Navistar Campus and any and all zoning laws, regulations and ordinances of municipal and/or governmental authorities or agencies;
- c. End User shall use the Permitted Parking Area in compliance with applicable laws, statutes, ordinances, codes, rules, regulations and orders, now or hereafter promulgated or amended, including without limitation, the Wheaton Municipal Code.
- d. End User shall abide by Navistar designated parking signage and shall not interfere with Navistar's or its visitors' or invitees' use of any portion of the Navistar Campus other than the Permitted Parking Area;
- e. End User shall be responsible, at its sole cost and expense, for controlling access to the Permitted Parking Area and retaining parking attendants and security personnel (if necessary); End User shall be permitted to place temporary signs to identify parking in connection with End User use provided all signage complies with applicable laws;
- f. In no event shall End User be entitled to collect any parking fees from guests and invitees;
- g. End User shall not make any alterations, improvements, modifications or additions to the Permitted Parking Areas; it being expressly forbidden from coring holes in any pavement section or otherwise intentionally piercing the surface of the Permitted Parking Area;
- h. No alcohol or illicit drugs shall be permitted on the Navistar Campus;
- i. End User shall name Navistar as "additional insured" with respect to all insurance required to be maintained by the Park District in connection with the Rental; such insurance shall include, at a minimum, commercial general liability insurance covering all claims of bodily injury and/or property damage arising out of all operations of the End User in connection with the use of the Permitted Parking Area in an amount not less than Two Million Dollars (\$2,000,000) per occurrence and (Five Million Dollars (\$5,000,000) in the aggregate;
- j. End User shall indemnify, defend and hold Navistar, its officers, directors, shareholders, successors, employees, agents, contractors, legal representatives and assigns, harmless from any and all controversies, judgments, demands, claims, actions, causes of action, penalties, fines, liabilities, damages, costs, fees and expenses including, without limitation, court costs and attorneys' fees, in any manner arising from or out of (or alleged to arise from or out of) End User's use of the Permitted Parking Area, including any claims for injury, death, loss or damage to person or property arising or occurring on the or adjacent portion of the Navistar campus;
- k. End User shall deliver the Permitted Parking Area in the same or better condition as was

delivered to End User at the commencement of the rental. End User shall remove all garbage and debris and any equipment, materials and other personal property placed thereon its attendees or invitees.

5. Indemnification by Park District. Navistar shall not bear any risk of loss or damage to any person or property that may arise as a result of Navistar entering into this License. Park District releases and agrees to indemnify, defend and hold Navistar and its officers, directors, shareholders, successors, employees, agents, contractors, legal representatives and assigns harmless from any and all controversies, judgments, demands, claims, actions, causes of action, penalties, fines, liabilities, damages, costs, fees and expenses including, without limitation, court costs and attorneys' fees, in any manner arising from or out of (or alleged to arise from or out of) this License, including any claims for injury, death, loss or damage to person or property arising during Park District or End User's entry upon the Navistar Campus. The provisions of this paragraph shall survive the termination of this License.
6. Insurance by Park District. Park District shall maintain, at its own expense with responsible insurance companies, a policy of commercial general liability insurance covering all claims of bodily injury and/or property damage arising out of all operations in connection with the Permitted Use in an amount not less than Two Million Dollars (\$2,000,000) per occurrence (Five Million Dollars (\$5,000,000) in the aggregate. The policy will name Navistar, Inc. as an additional insured, and shall include standard contractual liability coverage. Park District shall provide Navistar with certificates of insurance evidencing the requirements of this paragraph. No policy of insurance shall be canceled or materially changed without thirty (30) days prior written notice to Navistar. Park District's insurance hereunder shall be primary, noncontributory with, and not excess over any liability insurance of Navistar.
7. AS-IS, WHERE-IS. THE USE OF THE PERMITTED PARKING AREA IS ON AN "AS IS" "WHERE IS" CONDITION, SUBJECT TO "ALL FAULTS," INCLUDING BUT NOT LIMITED TO BOTH LATENT AND PATENT DEFECTS. THE PARK DISTRICT HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION AND USE OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. Term. The term of this License shall be exclusively for the period of the Rental as defined herein. Each of Navistar and Park District shall have the right to terminate this License at any time in its sole and absolute discretion on written notice to the other party ("Notice of Termination"). The Notice of Termination shall be effective as of the date set forth in the Notice of Termination, but shall not be sooner than the date received by the non-terminating party. Upon termination of this License, the parties shall have no continuing obligations under this License except with respect to the indemnification obligations set forth herein.
9. General Terms and Conditions.
 - a. The License does not and shall not be deemed or construed to run with the land or create or vest any easements or other rights in the Navistar Campus, including without limitation the Permitted Parking Area. Park District agrees that no permanent possessory interest shall accrue to Park District, End User or the public at any time or by exercise of the permission given hereunder, and that no claim shall be made. This License does not create any recordable interest and shall not be recorded in any official records.
 - b. The rights hereby granted to Park District are solely and exclusively in the nature of a

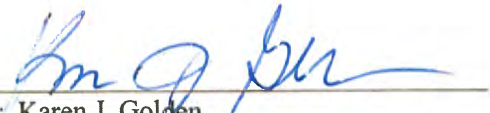
non-exclusive license to Park District, which Park District may sublicense to End User subject to the terms and conditions of this License. Park District may not otherwise sublicense the License or assign this License or any rights and obligations hereunder without first obtaining Navistar's prior written consent, which may be given or withheld in Navistar's sole discretion.

- c. Whenever, by the terms of this License, or otherwise, notice is required or desired to be given, such notice shall be effective only if in writing and served personally or sent by a nationally recognized delivery service or by certified mail, return receipt requested, postage prepaid. If intended for Navistar, addressed to it at the address set forth beneath Navistar's signature block, or such other address as may from time-to-time hereafter be designated by Navistar by like notice. If intended for Park District, addressed to it at the address first set forth beneath Park District's signature block, or to such other address as may from time-to-time hereafter be designated by Park District any like notice. A notice shall be deemed to have been received (i) if delivered in person or by a nationally recognized delivery service, on the date when delivered to the address of the recipient, or (ii) if sent by mail, on the date of receipt by the recipient as shown on the return receipt card.
- d. This License contains the full and complete understanding of the parties concerning the subject matter hereof and supersedes any and all prior written or oral agreements between the parties and cannot be amended except in writing signed by both parties.
- e. In connection with this License each party is an independent contractor and as such will not have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, landlord/tenant, or agency relationship between the parties for any purpose.
- f. This License shall be governed by and constructed in accordance with the laws of the State of Illinois.
- g. If any provision of this License shall be determined to be invalid or unenforceable by any court of competent jurisdiction, then such determination shall not affect the validity and enforceability of any other provision of this License and all such other provisions shall remain in full force and effect.
- h. Each party has cooperated and participated in the drafting and preparation of this License. Therefore, if any construction is to be made of this License of any of its terms, both parties shall be construed to be equally responsible for the drafting and preparation of same.
- i. Any party to this License who is a prevailing party in any legal proceeding against the other party brought under in connection with this License or the subject matter hereof, shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.
- j. This License may be executed by facsimile or electronic signatures and delivered by email or facsimile in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

SIGANTURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, this License is executed effective as of the date first set forth above.

NAVISTAR INC.

By: 
Name: Karen J. Golden
Title: Director of Global Facilities and Risk Management

Address:

2701 Navistar Drive
Lisle, IL 60532
E-Mail: Karen.Golden@Navistar.com
Attention: Karen J. Golden

WHEATON PARK DISTRICT

By: 
Name: Michael J. Bernard
Title: Executive Director

BOLT MARKETING GROUP, LLC

By: 
Name: Brooke Jackson
Title: Managing Director

EXHIBIT A
Designated Area in Navistar North Parking Lot



EXHIBIT A
Map of Facility

