

LICENSE AGREEMENT

This License Agreement ("Agreement") is made this 15 day of August, 2019, by and between the **WHEATON PARK DISTRICT**, an Illinois Park district and unit of local government ("Park District"), and THE GLOW HOLDINGS LLC, a Denver limited liability company ("Licensee"). Park District and Licensee are hereinafter sometimes individually referred to as a "Party" and collectively as the "Parties."

Recitals

- a. The Park District leases a 37-acre parcel within the Lucent East Parcel of Danada Forest Preserve, commonly known as Danada South (the "Park"), from the Forest Preserve District of DuPage County pursuant to that certain Lease Agreement Between the Forest Preserve District of DuPage County and the Wheaton Park District for the Lease of a Portion of the Lucent East Parcel entered into on November 20, 2013 ("Lease") and amended June 7, 2019.
- b. Licensee desires to use portions of the Park to host a THE GLOW: A Jack O' Lantern Experience for the community (the "Event") at various times beginning on Thursday, October 3 through Sunday, October 27, 2019. See Exhibit C for estimated show times. Load-in for event begins on Friday, September 20, 2019. Load-out will conclude on Friday, November 1, 2019.
- c. The Lease allows the Park District to sublease or sublicense all or portions of the Park to third-parties groups for special events and activities.
- d. The Park District is willing to grant to Licensee permission to use portions of the Park to conduct the Event, subject to the terms and conditions hereinafter set forth.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Subject to the following terms and conditions contained in this Agreement, the Park District grants to Licensee a license (the "License") to use portions of the Park as designated by the Park District on Exhibit A attached to and made a part of this Agreement, to conduct the Event beginning October 3 and ending October 27, 2019.

Notwithstanding the foregoing, the Park District reserves the right of access to and use of the Park at all times and in any manner not inconsistent with the rights granted to Licensee under this Agreement, and nothing in this Agreement will prohibit the Park District from using the Park simultaneously with the Licensee so long as Park District's use of the Park does not unreasonably interfere with Licensee's Event.

2. Licensee shall pay to Park District a lump sum licensee fee in the amount of Fifty Two Thousand and Five Hundred Dollars (\$52,500). The Park District must receive the license fee at its administrative office at 102 E. Wesley St., Wheaton, Illinois within 20 business days of the date of execution of this Agreement. In the event that the Park District does not receive the license fee by the date specified herein, the Park District has the right to

immediately terminate this Agreement and cancel the Event. Licensee shall also reimburse the Park District for all expenses incurred by Park District in connection with the Agreement, including costs associated with grounds maintenance cleanup, any supplies purchased by the Park District for the Event, and wages and overtime wages incurred by the Park District and caused by this Agreement, License or Event. Licensee shall make payment of such expenses within fifteen (15) days of a written invoice therefor from Park District.

3. As a condition precedent to Licensee entering the Park, Licensee must obtain any and all permits, including, but not limited to, a special event permit from Park District, Village of Lisle or Forest Preserve District of DuPage County, required by State, Federal and local law necessary for all activities related to and arising out of the Event. Execution of this Agreement shall not constitute Park District's approval of any permits required for the Event.
4. As security for the performance of Licensee's obligations under this Agreement, and contemporaneous with the execution and delivery of this Agreement to the Park District, Licensee shall deposit with the Park District a performance bond in the amount of Fifty Thousand and No/100 dollars (\$50,000.00). The performance bond will be issued using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Park District, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "X" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of Licensee's obligations under this Agreement, including but not limited to payment for any damage to the Park or adjacent property and all costs associated with repairing, replacing or restoring same. Licensee shall name the Park District as an obligee on the performance bond. The performance bond shall become a part of this Agreement.
5. Securing parking areas during the Event for volunteers, vendors, officials or other individuals deemed necessary by Licensee is the sole responsibility of Licensee. All parking arrangements and the name(s) and telephone numbers of the contact persons responsible for such parking arrangements must be verified in writing and submitted by Licensee contemporaneously with its delivery to the Park District of a signed copy of this Agreement. Any and all requirements set forth by an external parking license agreement must be strictly adhered to and followed, see **Exhibit D**. Licensee must take full responsibility for the parking agreement and the terms set forth. Any expenses associated with parking arrangements will be the sole responsibility of Licensee. Licensee shall obtain the prior written approval of the Village of Lisle ("Village") to use any on or off-street parking areas owned or maintained by the Village, and shall add the entity that owns or provides such parking as an additional named insured on all policies of insurance required hereunder.
6. Park District shall designate an appropriate number of handicap-accessible parking spaces in the parking lot adjacent to the Park for use by patrons of the Event. Licensee shall not permit vehicles other than those displaying authorized handicap license plates or placards to park in the spaces designated for handicap parking.
7. Security and emergency services for the Event will be the sole responsibility of Licensee and shall conform to such requirements as deemed appropriate by the Village. Security police officers will be uniformed, sworn police officers, having jurisdiction within the corporate limits of the Village.

8. If applicable, it shall be the sole responsibility of Licensee to ensure that all animals used for the Event are securely contained and under supervision at all times in order to prevent injury to spectators or damage to property.

All contractual and financial arrangements necessary for the conduct of the Event shall be negotiated and executed by, and be the sole responsibility and liability of, Licensee. Licensee shall be responsible for, and shall timely pay all costs associated with, the Event, including, but not limited to, production, entertainment, vendor's facilities, public facilities, security, fencing, trash removal, required permits and fines, if any. Wheaton Park District will provide garbage cans if requested a minimum of two weeks in advance. The GLOW must contract an outside vendor for garbage removal and is responsible for all clean up and garbage during term of rental. Water accessibility is through the Village of Lisle (fire hydrant). Wheaton Park District will provide preferred vendor list for The Glow's use while on property, but The Glow will be responsible for entering into and maintaining all outside vendor contracts.

9. Authorization for all vehicles requiring access to Park turf must be obtained from Park District staff prior to access.
10. All signage, advertising, promotion and directional materials for the Event shall be provided by Licensee at its expense and must be reviewed and approved by the Park District and the Village of Lisle Police Department ("Police Department"), prior to its first use. Park District reserves the right to erect signs or post advertisements by any means or any medium whatsoever for the Event and Licensee agrees that its name may be used in such advertisements and signs.
11. Additional permitting is required for Special Events through the Village of Lisle. Obtaining this permit is the responsibility of The Glow.
12. Licensee shall establish a written emergency evacuation plan in case of inclement weather or other emergency. This plan must be reviewed and approved by an authorized representative of the Park District Risk Management Association ("PDRMA") and upon approval, copies given by Licensee to all persons associated with the conduct of the Event, the Police Department and the Park District.
13. Licensee will promptly notify the Park District and the Police Department of any occurrences or possible changes in the conduct of the Event which might affect the scope of the Event, or increase the responsibilities or liabilities, or the costs to the Village, Police Department or Park District. Licensee shall not make or permit any such change without the prior approval of all such affected entities and, if approved, shall be responsible for any and all increased costs incurred by each such affected entity resulting from such change. Licensee shall comply fully with any and all conditions placed on the approval of any such change.
14. After the Event, Licensee shall remove all of Licensee's equipment and properly dispose of all mud, hay, poly liner, and other garbage or waste generated by, during, or in connection with the Event.
15. Licensee shall be responsible for any damage done to Park property, or adjacent property, beyond normal wear and tear resulting from routine usage of the Park. Repairs and maintenance shall include, but not be limited to, brush, turf, trees, grass, landscaping,

buildings, and any paths, streets, roads, and curbs. All repairs, maintenance, replacements and restorations will be completed by Park District and Park District shall promptly invoice Licensee for the same. Licensee will immediately remit to Park District payment upon receipt of said invoice and any security deposit provided by Licensee shall not be returned until the remittance is received by Park District and accepted as good funds.

16. Licensee shall provide and maintain, at its cost, insurance coverage in accordance with **Exhibit B** attached to and made a part of this Agreement. Licensee shall indemnify and defend the Park District and the Forest Preserve District of DuPage County in accordance with the Paragraph F of **Exhibit B**.
17. In conducting the Event, Licensee shall comply fully, and shall cause its officers, employees, agents, contractors, subcontractors, vendors, volunteers and invitees to comply fully, with all applicable federal, state, county and local laws, ordinances, rules, regulations and orders, including, without limitation:
 - a. Village Ordinances regulating noise pollution and noise levels in the conduct of the Event and shall include specific language in its entertainment contracts relating to maintaining reasonable noise levels as required by Village Ordinances. To that extent, Licensee grants to Park District the authority to direct any production company or entertainment provider to reduce the noise or music level, as the Park District deems appropriate, but such grant does not impose on, or transfer to, the Park District any obligation to do so or any obligation to make certain that persons providing services, including, without limitation, entertainment services, in connection with the Event comply with applicable laws or regulations.
 - b. Licensee shall comply with all applicable federal, state, county and local laws, rules and regulations relating to its employment of persons working at or on the Event and relating to access to, and participation in activities at, the Event by persons with disabilities.
 - c. All Park District ordinances, rules and regulations for the use of park land apply to the Event, including but not limited to the Park District's Outdoor Athletic Area Policy and its General Use Ordinance, and Licensee agrees to strictly abide by same as well as to comply with all other federal, state and local statutes, ordinances, rules, regulations and orders applicable to the conduct of the Event and the use of park property. Waivers of Park District rules and regulations must be requested in writing by Licensee and approved by the Park District's Board of Park Commissioners. Any waivers of Park District rules and regulations will be in effect for approved Event hours only. Any events, activities, or operations that fall outside the scope of this Agreement must receive prior approval of the Park District's Board of Park Commissioners.
 - d. Licensee shall comply with all applicable rules, regulations and ordinances of the Forest Preserve District of DuPage County.
 - e. Licensee shall comply with all State of Illinois and DuPage County requirements, including but not limited to all required licensing and/or permitting for food handling. A copy of said license and/or permit will be a condition precedent to Licensee entering the Park. Any vendors serving food at the Event will be subject to inspection by the DuPage

County Department of Health and/or other agencies having jurisdiction over the Park and the Event.

18. The Park District reserves the right to alter the terms and conditions of the License, or, in addition to the Park District's termination rights in Paragraph 2 of this Agreement, to terminate the License for convenience upon seven (7) days prior written notice, or to terminate immediately for purposes deemed necessary for public safety or preservation of property or because Licensee has breached any of its obligations under this Agreement.

Upon termination of this License for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination, including but not limited to any obligations under Paragraph 15, 16, and Paragraph F of Exhibit B.

19. Licensee shall set and collect all fees, charges and admission to the Event.
20. Licensee shall provide appropriate levels of security, policy, fire and medical support, as judged by Park District in Park District's sole discretion. Licensee must notify the Village of Lisle's Police and Fire Departments in sufficient advance of the Event and obtain their written prescribed levels of Police and Fire Department support. Licensee shall provide Park District copies of said written recommendations from the Police and Fire Departments. Park District may amend the recommendations from the Police and Fire Departments in their sole discretion. Medical support shall include an onsite ambulance. Licensee shall be solely responsible for the costs of any medical, police or fire protection needed under this Agreement.
21. Audio communication must be provided at the expense of the Licensee and remain intact for the duration of the Event with Park District staff and with security police officers.
22. Licensee shall be permitted to sell beer and wine during the Event expressly subject to, and on, the following conditions: (i) sales shall be made from, and such beverages must be consumed in, a clearly designated area enclosed by a fence that is setup, paid for and maintained by Licensee as depicted on Exhibit A; (ii) Licensee shall provide at its sole cost separate security personnel for the purpose of ensuring that all alcohol is consumed within and not taken out of the enclosed area depicted on Exhibit A; (iii) Licensee shall fully and strictly comply with all federal, state, county and local statutes, ordinances, rules, regulations and orders governing the sale, possession and delivery of alcoholic beverages, including without limitation, procuring all required licenses and permits; (iv) Licensee must obtain the liquor liability insurance outlined on Exhibit B; (v) Licensee must obtain an Illinois Beverage Alcohol Sellers & Servers Education & Training (BASSET) License or, if alcohol is being served by a vendor then present proof to the Park District that the vendor has received the same; and (vi) provide proof that all servers and bartenders of alcohol have obtained BASSET training.
23. Licensee shall not bring onto, use or discharge on the Park or other Park District property any hazardous material or substance in violation of federal, state or local laws, rules or regulations, or permit others to do so. Licensee shall forever indemnify, defend, protect and hold harmless Park District from any spill, seepage, damage or release of any hazardous material caused by or arising out of this Agreement which causes any loss, damage,

settlement, injury, penalty, fine, liability, settlement, cost or expense whatsoever. The provisions of this Paragraph 23 shall survive termination of the Agreement for an indefinite period.

24. The Park District's Board of Park Commissioners reserves the right to stop, or require modification of, any aspect of the Event operation that it determines is inconsistent with this Agreement, or with Park District policy or which, in the Board's opinion, would result in an inappropriate use of Park District property or facilities, constitute a threat to the health, safety or welfare of users of the Park, or result in an increased risk of liability to the Park District. The reservation of this right is not intended to impose an obligation upon the Park District to ascertain these matters, and neither the Park District's exercise of this reserved right nor its failure to exercise this reserved right shall create any liability on the part of the Park District or otherwise lessen Licensee's insurance, indemnification and hold harmless obligations under this Agreement.
25. Licensee must provide port-a-potties, wash stations and trash receptacles for the Event if deemed necessary by the Park District. The port-a-potties and wash stations provided by Licensee shall be handicap accessible and Licensee shall be solely responsible for paying of the rental, use, setup and removal of said port-a-potties, wash stations, and trash receptacles along with any other fees associated with the same, including disposal fees.
26. This License is absolutely non-transferable and can only be used by Licensee. Licensee may not assign this License to any subsidiary of Licensee.
27. No failure by Park District to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement shall be waived or modified except by a written instrument executed by the Parties.
28. Each Party hereto warrants and represents to the other Party that (a) it has full power and authority to execute and deliver this Agreement and (b) the execution of this Agreement will not violate or constitute a default on its part under any agreement or contract to which it is a party or by which it is bound.
29. All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a "Notice") shall be in writing be deemed effective three (3) days after mailing if mailed by certified mail with return receipt to the parties hereto and immediately if served personally as follows:

If to Park District: Wheaton Park District
102 E. Wesley St.
Wheaton, IL 60187
Attn: Executive Director

If to Licensee: THE GLOW Holdings LLC
1550 Larimer Street, Ste 277
Denver, CO 80202

ATTN: THE GLOW
Shannon Donnelly

30. Any amendment or alteration to this Agreement must be in a writing executed by both Parties.
31. If any term of the Agreement or the application thereof shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
32. The parties agree that the laws of the State of Illinois shall control the interpretation and enforcement of this Agreement, the exclusive venue for claims brought under this Agreement shall be the Circuit Court in the county where the Park is located and the Parties hereby submit to the jurisdiction of such Circuit Court.
33. This Agreement may not be recorded with the Recorder of Deeds in the county where the Park is located.
34. This Agreement may be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.
35. Nothing contained in this Agreement shall be deemed to construe by the Parties or any third party to create the relationship of principal and agent, of partnership, of joint venture or of any other association whatsoever other than licensor and licensee.
36. Licensee represents that to the best of its knowledge (1) no Park District employee or agent is interested in the business of Licensee or this Agreement except as set forth herein; (2) as of the date of this Agreement neither Licensee nor any person employed or associated with Licensee has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Licensee nor any person employed by or associated with Licensee shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
37. Licensee represents and warrants to Park District that (1) Licensee is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Licensee is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1 et seq.; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; and (2) this Agreement is made by Licensee without collusion with any other person, firm, or corporation. If at any time it shall be found that Licensee has, in procuring this Agreement, colluded with any other person, firm, or corporation, then Licensee shall be liable to Park District for all loss or damage that Park District may suffer, and this Agreement shall, at Park District's option, be null and void.
38. Neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of severe

weather, riots, strikes, labor disputes, judgments, decrees, injunctions, or acts of governmental authorities, acts of God, and other causes beyond the control of such party ("Force Majeure").

39. Nothing contained in this Agreement shall be construed or deemed to diminish or constitute a waiver or relinquishment of the rights, privileges, defenses and immunities available or afforded to the Park District under the Illinois Local Governmental and Governmental Employee's Tort Immunity Act or under other State statutes affording similar protections.
40. Licensee shall pay any and all sales, use or other taxes which may be legally due and owing to any governmental entity as a result of this Agreement, License and the Event.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

WHEATON PARK DISTRICT

By: 
President, Board of Park Commissioners

Attest: 
Secretary, Board of Park Commissioners

THE GLOW Holdings LLC

By: 
Shannon Donnelly

Its: **Vice President, Glow Holdings LLC**

EXHIBIT A
Layout Plan for Event Rental



EXHIBIT B

INSURANCE AND INDEMNIFICATION REQUIREMENTS FOR USE OF DANADA SOUTH PARK

Licensee shall obtain insurance of the types and in the amounts listed below for the purposes of insuring the Wheaton Park District and the Forest Preserve District of DuPage County ("Forest Preserve District"). Park District reserves the right to increase the insurance requirements at any time.

A. Commercial General and Umbrella Liability Insurance

Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Park District and Forest Preserve District shall be included as an insured under the CGL, using ISO additional insured endorsements CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District and Forest Preserve District. Any insurance or self-insurance maintained by the Park District and Forest Preserve District shall be excess of Licensee's insurance and shall not contribute with it.

B. Liquor Liability Coverage. Liquor liability coverage shall also be provided with a limit of not less than \$2,000,000 per occurrence (IF NECESSARY)

If the Licensee intends to serve alcoholic beverages at the special event, or have a vendor serve alcoholic beverages at the event, then either Licensee or said vendor must provide proof of liquor liability coverage with a limit of not less than \$2,000,000 per occurrence.

Park District shall be included as an insured using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Licensee's insurance and shall not contribute to it.

C. Business Auto and Umbrella Liability Insurance

If applicable, Licensee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

If applicable, Licensee shall maintain workers compensation and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Park District and Forest Preserve District have not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Licensee waives all rights against the Park District and Forest Preserve District, and their respective officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Licensee's use of the premises. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the Park District and Forest Preserve District for all activities of the Licensee, its employees, agents and subcontractors.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to using the Park, Licensee shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, to prohibit Licensee from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District.

Failure to maintain the required insurance may result in termination of this License at Park District's option.

Licensee shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained then the Park District has the right to reject insurance written by an insurer that it deems unacceptable.

3. Cross-Liability Coverage

If Licensee's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Licensee may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its elected and unelected officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

F. Indemnification

Licensee shall indemnify, defend, and hold harmless the Park District and the Forest Preserve District, and their elected and appointed officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the use of the premises or of any business or activity thereon, or any work or thing whatsoever done, or condition created in or about the premises during the use; (ii) any act, omission, wrongful act or negligence of Licensee or any Licensee's contractors or subcontractors, or the partners, directors, officers, agents, employees, invitees of Licensee or Licensee's contractors or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or at the premises regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Licensee shall similarly protect, indemnify, defend, and hold and save harmless the Park District and Forest Preserve District, and their officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Licensee's breach of any of its obligations under, or Licensee's default of, any provision of the Agreement.

EXHIBIT C

Chicago, IL

Sensory Playground, Lisle, IL 2751 Navistar Dr, Lisle, IL 60532

Advanced tickets to THE GLOW are required. Prices will range depending on location and times. Please note tickets are sold in 15 or 30 minute intervals, times below reflect the **First Trail Time** and the **Last Trail Time** (not full operating hours). Trail times and ticket prices are subject to change.

Sunset: 6:30pm

Thursday, October 3rd: 6:45pm – 9:00pm
Friday, October 4th: 6:45pm – 10:00pm
Saturday, October 5th: 6:45pm – 10:00pm
Sunday, October 6th: 6:30pm Closed to Autism Speaks
Sunday, October 6th: 7:00pm – 9:30pm

Sunset: 6:19pm

Thursday, October 10th: 6:45pm – 9:00pm
Friday, October 11th: 6:45pm – 10:00pm
Saturday, October 12th: 6:45pm – 10:00pm
Sunday, October 13th: 6:45pm – 9:30pm

Sunset: 6:08pm

Thursday, October 17th: 6:30pm – 9:00pm
Friday, October 18th: 6:30pm – 10:00pm
Saturday, October 19th: 6:30pm – 10:00pm
Sunday, October 20st: 6:30pm – 9:30pm

Sunset: 5:57pm

Thursday, October 24th: 6:15pm – 9:00pm
Friday, October 25th: 6:15pm – 10:00pm
Saturday, October 26th: 6:15pm – 10:00pm
Sunday, October 27th: 6:15pm – 9:30pm

EXHIBIT D

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 THE GLOW Holdings LLC ("End User") for a special event to occur on October 3-6, 10-13, 17-20, 24-27 and 31, 2019 beginning at dusk each day and concluding at 10 pm each day ("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 October 3-6, 10-13, 17-20, 24-27 and 31, 2019 beginning at dusk each day and concluding at 10 pm each day 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.

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. Benard

Title: Executive Director

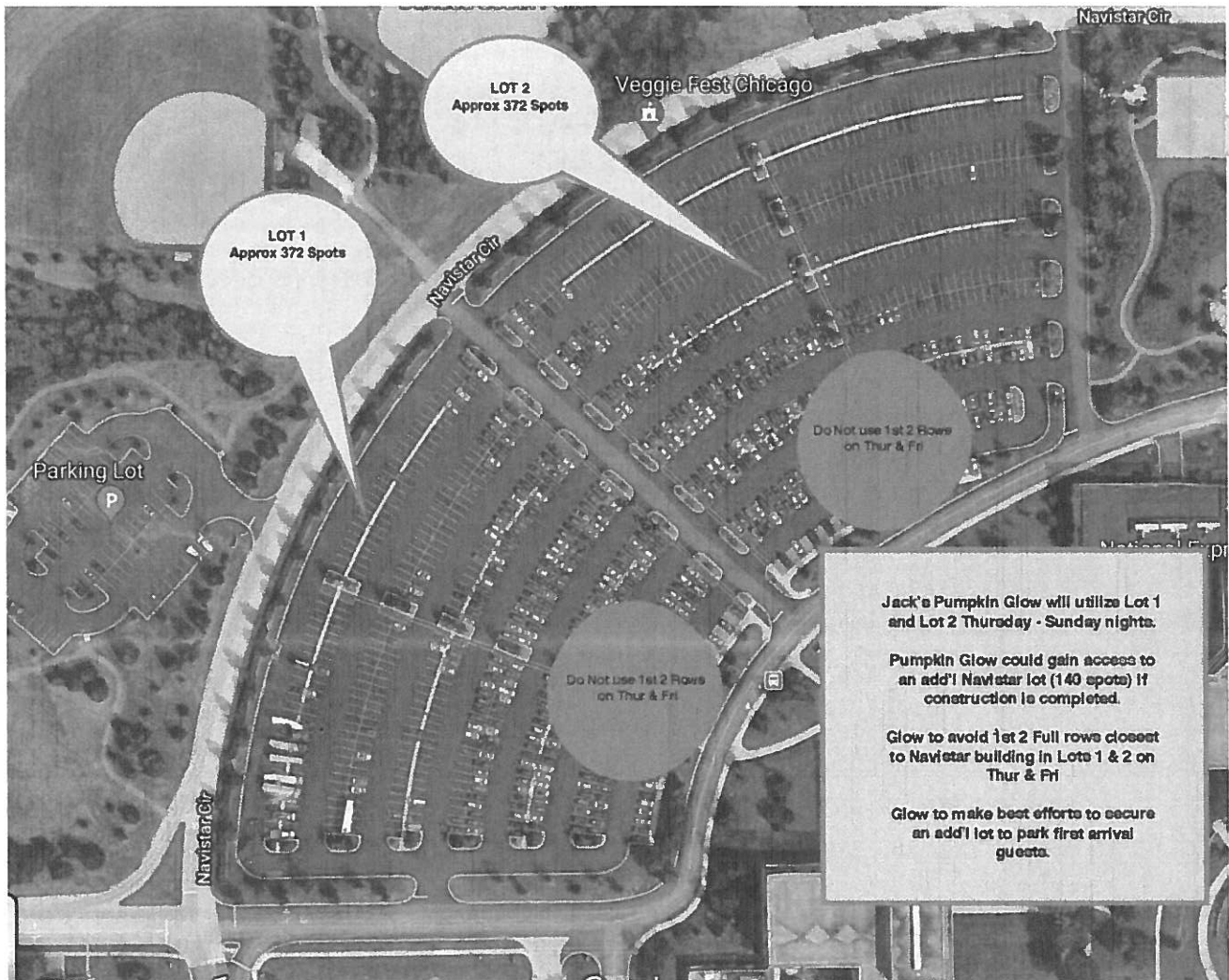
THE GLOW HOLDINGS, LLC

By: _____

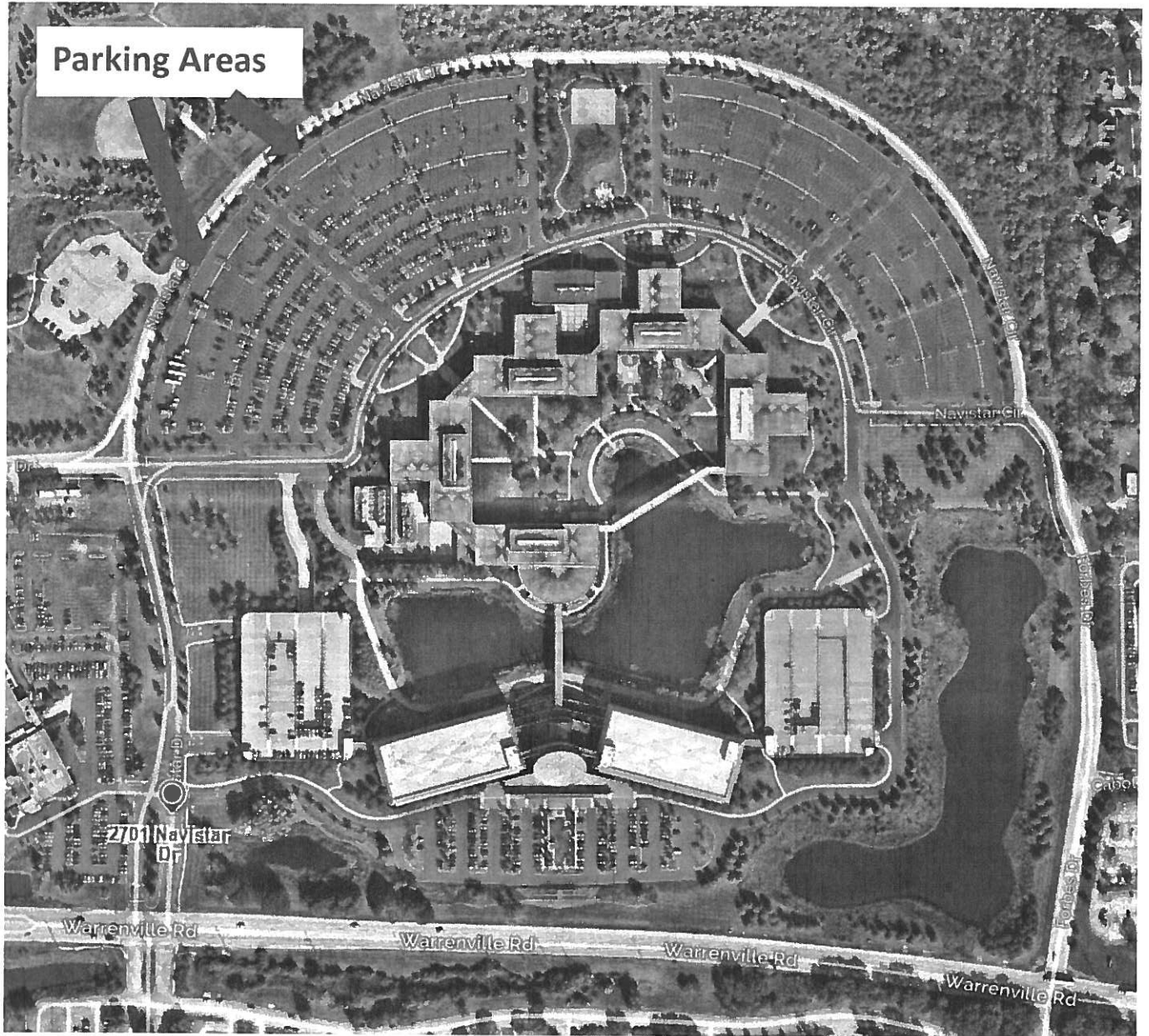
Name: Shannon Donnelly

Title: Vice President

Designated Area in Navistar North Parking Lot



Map of Facility





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/04/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ascend Insurance Brokerage 14850 Montfort Dr. Suite 131 LB9 Dallas TX 75254	CONTACT NAME: Paul Hoffman PHONE (A/C, No, Ext): (888) 749-2100 FAX (A/C, No): (800) 590-3211 E-MAIL ADDRESS: phoffman@ascendib.com														
INSURED Glow Holdings, LLC 1550 Larimar Street Suite 277 Denver CO 80202-1602	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: New York Marine and General</td><td>16608</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: New York Marine and General	16608	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** MASTER 18-19**REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liab \$1M occ/\$2M GenAggr GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PK201800014179	10/03/2018	10/03/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PK201800014179	10/03/2018	10/03/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Car PhysDamage \$ ACV with \$1K Ded
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UM201800007344	10/03/2018	10/03/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine			PK201800014179	10/03/2018	10/03/2019	Miscellaneous Equipment \$2,100,000 Deductible \$ 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Village of Lisle, its elected and appointed officials, attorneys, employees, contractors, and volunteers are added as additional insured but only in respect to liability arising out of operations of the named insured as required by written contract. Primary and Non-Contributory wording applies.

CERTIFICATE HOLDER**CANCELLATION**

The Village of Lisle 925 Burlington Ave Lisle IL 60532	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/04/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ascend Insurance Brokerage 14850 Montfort Dr. Suite 131 LB9 Dallas TX 75254	CONTACT NAME: Paul Hoffman PHONE (A/C, No, Ext): (888) 749-2100 FAX (A/C, No): (800) 590-3211 E-MAIL ADDRESS: phoffman@ascendib.com
INSURED Glow Holdings, LLC 1550 Larimar Street Suite 277 Denver CO 80202-1602	INSURER(S) AFFORDING COVERAGE INSURER A: New York Marine and General INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 16608

COVERAGES**CERTIFICATE NUMBER:** MASTER 18-19**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PK201800014179	10/03/2018	10/03/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Car PhysDamage \$ ACV with \$1K Ded
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Wheaton Park District and the Forest Preserve District of DuPage County are added as additional insured but only in respect to liability arising out of operations of the named insured as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Wheaton Park District and the Forest Preserve District of DuPage County 102 E. Wesley St. Wheaton IL 60187	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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