

PARKING LEASE AGREEMENT

This Parking Lease Agreement dated as of [May 16], 2017 (this "Lease") is entered into by and between the Village of Tinley Park, an Illinois municipal corporation ("Landlord" or "Village") and Primal Cut, ("Tenant").

1. **LEASED PREMISES.** Landlord is the fee owner of property commonly known as 17355 68th Court, Tinley Park, Illinois ("Property"), which Property is improved with a parking lot ("Parking Lot"). Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord six (6) uncovered parking spaces on the Parking Lot (such number of spaces, the "Premises"), located on the east side of the property, subject to the terms and conditions of this Lease.

2. **TERM.** The term of this Lease shall be from May 17, 2017 through May 16, 2018 (hereinafter "Initial Term"), unless terminated earlier under the provisions of this Lease.

3. **TERMINATION.** This Lease shall terminate automatically at the end of the Initial Term, unless Tenant exercises an option to renew the Lease pursuant to Section 27 herein ("Renewal Term"). Landlord shall have the right to terminate this Lease for any reason upon thirty (30) days prior written notice to Tenant. This Lease may also be terminated for cause as provided elsewhere in this Lease.

4. **USE OF PREMISES.** Tenant shall use and occupy the Premises exclusively for parking of automobiles seven (7) days a week from 4:00 p.m. to 9:00 p.m. Tenant shall not, and will not permit other parties, to occupy or use the Premises or any part thereof for any purposes other than as specified herein. Tenant covenants and agrees to use and to occupy the Premises in conformity with all federal, state and municipal statutes, laws, rules, ordinances, regulations and orders. Landlord shall not be liable for (a) damage to any vehicles parked on the Premises, or (b) damage to or loss of possessions or items left in any vehicles parked on the Premises.

5. **RENT.** Tenant agrees to pay Landlord monthly for use of the Premises, due on the first day of each month during the period of use. Tenant shall pay Landlord in equal installments of ONE HUNDRED FIFTY DOLLARS (\$150.00) per month. Rent mailed in shall be deemed paid on date of postmark.

6. **CARE, MAINTENANCE AND REPAIR** Landlord shall be responsible, at its own cost, for repair and maintenance of the Premises, including snow removal, paving, repair of potholes, and curb cuts. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance if need for such repair is due to the neglect on the part of the Tenant. Tenant shall provide Landlord with written notice of any repairs needed and Landlord shall address said repair(s) within a reasonable time to be agreed between the parties. Tenant is receiving the Premises in an "as is" condition. The provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain.

7. **INSPECTION BY LANDLORD.** Tenant shall permit Landlord's agents, representatives or employees to enter the Premises at all reasonable times and with reasonable notice for the purpose of inspecting the Premises to determine whether Tenant is complying with

the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Landlord's interest in the Premises under this Lease or to perform Landlord's duties under this Lease and to show the premises to prospective purchases.

8. **OTHER ALTERATIONS.** No alterations to the Premises may be made by Tenant without consent and written permission of Landlord. Landlord shall not unreasonably withhold its consent and permission. Tenant must submit written notification detailing the desired changes of the Premises to the Landlord. Tenant must apply for and receive approval of any signage to be erected on the premises prior to the erection of any signage through sign permit procedures for the Village of Tinley Park. All alterations and modification shall be made in compliance with all applicable federal, State and local law or regulation and with the written permission of the Landlord.

9. **PROPERTY TAXES.** Landlord hereby represents that the Premises are currently exempt from Cook County Property Tax Assessment due to the Landlord's being an Illinois municipal corporation. Tenant hereby represents that it is not an exempt entity. Pursuant to 35 ILCS 200/9-195, Tenant shall be responsible for paying the real estate taxes on the Premises until termination of this Lease and any Renewal Terms. Tenant shall have the right to contest all taxes assessments charges and impositions, and Landlord agrees to join in such contest, if required by law, and to permit the Tenant to proceed with the contest in Landlord's name, provided that the expense of the contest is borne by Tenant. If the Landlord initiates an action to contest taxes or other items the Tenant may join such action provided that Tenant pays its own expenses of so participating.

10. **HOLD HARMLESS.** Tenant shall hold harmless, defend and indemnify Landlord, its Board Members, officers, agent and employees, from and against any liability, claim action, cost, damage or loss, including reasonable costs and attorney's fees, for injury, including death, to any person or damage to any property arising out of Tenant's activities under this Lease, but excluding liability due to the negligence or willful misconduct of Landlord. This obligation shall continue beyond the term of this Lease to any act or omission which occurred during or under this Lease. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Tenant or its employees or agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

11. **INSURANCE.**

A. **Tenant:** With respect to this Lease, Tenant shall maintain insurance coverage as described below:

(1) Workers compensation insurance with statutory limits and employers liability with limits of one million dollars (\$1,000,000) or more with an insurance carrier satisfactory to the Landlord in accordance with the Illinois Workers' Compensation Act and all other applicable State law and regulations.

(2) Commercial or Comprehensive General Liability insurance or a Self-Insured Trust covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than two million dollars

18. **QUIET ENJOYMENT AND PERMITTED USE.** Landlord warrants that Tenant, so long as no event of default has occurred and is then continuing under this Lease, shall have peaceful possession and quiet enjoyment of the Premises during the Term. Tenant's use of the Premises shall not violate any ordinance, law or regulations of any governmental authority.

19. **COMPLIANCE WITH RULES AND REGULATIONS.** The rules and regulations contained in this Lease, as well as such rules and regulations as may be adopted in the future by Landlord for the safety, care, and cleanliness of the Premises and the preservation of good order on the Premises, are expressly made a part of this Lease, and Tenant agrees to obey all such rules and regulations. With the exception of safety rules and regulations, Tenant shall be given thirty (30) days' written notice prior to Landlord's adoption of any change in the rules and regulations regarding the Premises.

20. **COMPLIANCE WITH LAW.** Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Except as otherwise stated herein, Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

21. **NOTICE.** Any notice, request or other communication to be given by any party hereunder shall be in writing and shall be deemed adequately given only if (i) sent by personal delivery, (ii) by Federal Express or other overnight messenger service, (iii) first class registered or certified mail, postage prepaid, return receipt requested or (iv) by electronic mail, and addressed to the party for whom such notices are intended, addressed in each case as follows:

Landlord: Village of Tinley Park
David Niemeyer
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
dniemeyer@tinleypark.org
Fax: (708) 444-5099

With a copy to: Peterson Johnson & Murray, LLC
Patrick Connelly
200 W Adams, Suite 2125
Chicago, Illinois 60606
pconnelly@pjmlaw.com
Fax: (312) 896-9318

Tenant: Primal Cut

With a copy to: _____

22. **SUCCESSORS IN INTEREST.** The provisions and conditions of this Lease shall extend to and bind the assignees or transferees under said Lease, and shall also extend to and bind heirs, executors, administrators and successors in interest of the parties hereto.

23. **HOLDING OVER.** If Tenant, with Landlord's consent, remains in possession of the Premises after expiration or termination of the Initial Term or any Renewal Term, or after the date in any notice given by Landlord to Tenant terminating this Lease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either party. All provisions of this Lease, except those pertaining to term and option to extend, shall apply to the month-to-month tenancy.

24. **CONDITION AT TERMINATION.** During the Term, Tenant shall at all times maintain the Premises in a good, clean and safe condition. Upon the termination of this Lease, Tenant shall surrender the Premises in the same condition as the Premises were at the beginning of this Lease excluding ordinary wear and tear and damage caused by fire, tornado, flood, of act of God, and alterations made with Landlord's consent.

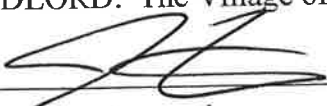
25. **SEVERABILITY.** The invalidity or illegality of any provision of this Lease shall not affect the remainder of the Lease.

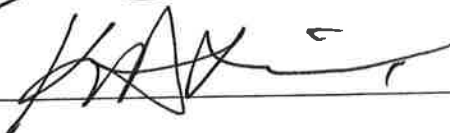
26. **SIGNAGE.** Tenant shall not be permitted to erect or install any signage, of any nature or design, without Landlord's prior written consent and without following the submission and approval process set forth in the Village of Tinley Park Code. All signage approved by Landlord shall comply with all county and municipal ordinances governing same.

27. **RENEWAL OPTION.** Subject to the following notice requirements and further agreement between the Tenant and Landlord on rent, and provided that at the time of such notice Tenant is not in default under this Lease beyond any applicable grace period, Landlord hereby grants to Tenant the option to renew the Term for an additional one (1) year period (hereinafter "Renewal Term") after expiration of the Initial Term. Tenant will exercise this option, if at all, by written notice to Landlord not less than one hundred twenty (120) days prior to the expiration of the Initial Term. All the terms and provisions of this Lease will apply to the Renewal Term, except that the Rent for the Renewal Term shall be as may be agreed between the Tenant and Landlord. If Tenant and Landlord cannot agree on rent for the Renewal Term, this Lease shall expire at the end of the Term.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed and delivered as of the Execution Date.

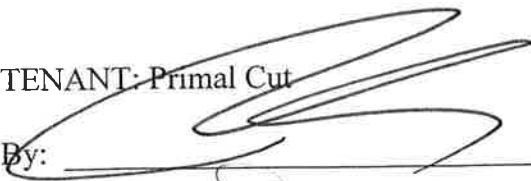
LANDLORD: The Village of Tinley Park

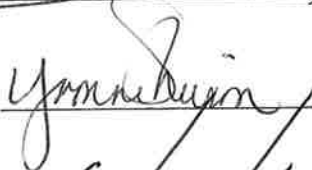
By:  _____

Attest:  _____

Date: May 16, 2017

TENANT: Primal Cut

By:  _____

Attest:  _____

Date: 6/6/17