

PARKING LICENSE AGREEMENT

This **PARKING LICENSE AGREEMENT** ("Agreement") is made between **GEORGE GUOQING LU**, with an address of 8655 Bay Colony, Indianapolis, IN 46234 ("Licensor"), and **CHICK-FIL-A, INC.**, a Georgia corporation, with an address of 5200 Buffington Rd., Atlanta, GA 30349, Attn: Legal Department – Real Estate, Site #05219 ("Licensee"). The "Effective Date" of this Agreement shall be the date on which it is fully executed by the last of Licensor and Licensee.

WITNESSETH

WHEREAS, Licensor is the owner of that certain tract or parcel of land situated in the City of Plainfield, County of Hendricks, State of Indiana, as more particularly depicted on the site plan attached as Exhibit "A" (the "Licensor Property");

WHEREAS, Licensee is the owner or tenant of that certain tract or parcel of land in the City of Plainfield, County of Hendricks, and State of Indiana, as more particularly depicted on the site plan attached as Exhibit "B" (the "Licensee Property"); and

WHEREAS, Licensee has requested from Licensor, and Licensor is desirous of granting to Licensee, a non-exclusive license for the parking of vehicles on a portion of Licensor Property labeled on Exhibit "A" as the "Parking Area" (the "Parking Area").

NOW, THEREFORE, in consideration of [REDACTED] and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

- 1. License.** Licensor hereby grants Licensee, its operator and their respective employees, agents, contractors, customers, and invitees, a license for the non-exclusive use of fourteen (14) parking spaces in the Parking Area for the parking of vehicles together with a right of non-exclusive vehicular and pedestrian ingress and egress over the Licensor Property to access the Parking Area (the "Permitted Use"), subject to the terms and conditions of this Agreement.
- 2. Existing Tenant.** Licensor warrants and represents to Licensee that this Agreement does not violate, in whole or in part, any existing interest in the Licensor Property, including, without limitation, the rights of any existing or future tenant of the Licensor Property, and that Licensor is authorized to grant Licensee the rights and privileges provided by this Agreement.
- 3. Maintenance of Parking Area.** Licensor shall maintain the Parking Area in good order and condition. Licensee shall be responsible for all snow removal and related treatment of the Parking Area.
- 4. Damage to Parking Area or other Improvements.** If Licensee, its operator's employees, customers, or invitees damage, break, destroy, or in any way impair the Parking Area, or any other improvements on the Parking Area (other than due to normal wear and tear in connection with the Permitted Use), Licensor, in its sole discretion, may require Licensee to either: (i) restore at Licensee's sole cost and expense, the Parking Area and/or improvements on the Parking Area to its original quality and condition; or (ii) Licensor may restore the Parking Area or improvements and invoice Licensee for Licensor's reasonable costs incurred in restoring the damaged Parking Area or improvements; whereupon Licensee agrees to reimburse Licensor within thirty (30) days of receipt of an invoice for such expenses.

5. Indemnification. Licensee agrees to indemnify, protect, defend and hold harmless Licensor and its affiliates and its and their respective directors, stockholders, members, managers, officers, employees, agents, representatives, and successors (collectively, the "**Licensor Indemnified Parties**") from and against any and all liabilities, liens, losses, rights, demands, damages, expenses, causes of action, suits, fees, claims, fines, penalties, judgments, awards, injuries, sanctions, deficiencies, settlement payments, liabilities, remediation expenses, corrective action costs, and other costs (including, but not limited to, attorneys' fees and costs of investigations and litigation actually and reasonably incurred) arising from any actual or alleged injury or damage to any person or property occurring on or in the Licensor Property caused by the actions of Licensee, its agents or servants or anyone under its direction or control in connection with engaging in the Permitted Use; provided, however, that Licensor and Licensor Indemnified Parties shall not be indemnified for their own negligence or willful misconduct, or for any punitive, consequential, exemplary or special damages (unless and to the extent arising from third party claims). Notwithstanding any provisions of this Agreement to the contrary, this indemnity shall survive any termination or expiration of this Agreement for a period of one (1) year.

6. Public Grant. Nothing contained herein shall be used or construed as a grant of any rights to any public or governmental authority or agency.

7. Security. All Property belonging to Licensee, employees, agents, or invitees of Licensee, or any occupant of the Parking Area, shall be at the sole risk of Licensee, and Licensor shall not be liable for damage thereto or theft or misappropriation thereof. Licensee shall be solely responsible for the security and safety of all Property placed on or about the Parking Area during the term of this Agreement.

8. Insurance. Licensee will carry and keep in force, at its own expense, comprehensive general liability insurance with companies licensed to do business in the State of Indiana, in an amount not less than [REDACTED] single limited personal injury and property damage and worker's compensation insurance in the minimum amount required by applicable law. The required coverage may be provided in the form of comprehensive general liability insurance coverage together with excess liability insurance coverage. All policies of insurance shall be considered primary of any existing, similar insurance carried by Licensor. Licensee shall furnish Licensor with a certificate of insurance showing Licensor as additional insured prior to Licensee's entry onto the Parking Area. To the maximum extent permitted by insurance policies that may be owned by Licensor or Licensee, Licensee or Licensor and their respective insured, for the benefit of each other, waive any and all rights of subrogation that might otherwise exist. Licensee reserves the right to self-insure for the insurance required in this section, so long as Licensee maintains an adequate plan of self-insurance. If Licensee elects to so self-insure, Licensee will, on written request from Licensor, furnish Licensor with a certification from a principal officer of Licensee certifying that Licensee has an adequate plan of self-insurance in place.

9. Duration. The initial term of this Agreement will begin on the date that Licensee opens its business located on the Licensee Property to the public (the "**Licensee Opening Date**") and will terminate on the last day of the month that is one (1) year after the Licensee Opening Date. ~~Thereafter, the term of this License shall automatically extend on a year-to-year basis unless,~~ within the 3-month period immediately prior to the then-current termination date of this License, either party gives the other party written notice of its election to terminate this Agreement. If either party timely provides such notice, this License will terminate effective as of the then-current termination date.

10. Payment. In consideration of the privilege granted and conceded by Licensor, during the term of this Agreement the Licensee shall pay as a fee to Licensor the sum of [REDACTED] [REDACTED] payable in advance on the first business day of each month. The fee shall be prorated for partial months. A late fee of [REDACTED] shall be assessed for payments made after the 5th business day of each month.

11. Compliance with Law. Licensee, in exercising the privileges granted by this Agreement, shall comply with all applicable federal, state, county and municipal laws, ordinances and regulations. Licensee shall secure at its sole cost and expense from all the appropriate authorities, all licenses and/or permits necessary to conduct the Permitted Use on the Parking Area. Licensee hereby agrees to: 1) comply with all applicable laws, rules, codes and/or other regulation governing such operation; and 2) obtain any and all necessary consents or approvals, and to display same as required by any law, rule, code, or regulations of any administrative or regulatory body, city, county, state, or federal agency, or other such body as may be necessary for Licensee's Permitted Use. Any fee, fine, cost, levy, or other such charge resulting from the failure of Licensee to obtain and/or display any such item shall be the sole responsibility of Licensee. Licensor makes no representation as to the availability of permits, and Licensor shall have no liability to Licensee in the event Licensee is unable for any reason to obtain permits.

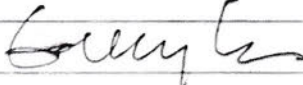
12. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

13. Notices. All notices shall be in writing and delivered (i) by certified mail, return receipt requested, to the address of the other party set forth in the introductory paragraph hereto, (ii) by reputable overnight courier guaranteeing next business day delivery, or (ii) if sent on a business day during the business hours of 9:00 a.m. until 7:00 p.m. Eastern Time, via email with a copy to follow by reputable overnight courier guaranteeing next business day delivery (*provided, however, if an email notice recipient acknowledges receipt of the notice via reply email, transmittal by overnight courier to such recipient will not be required*). Notices will be considered delivered (i) in the case of certified mail, upon deposit in the United States mail, (ii) if by overnight courier, upon delivery (or attempted delivery), and (iii) if by email, on the date of delivery, provided that the email is sent on a business day during the hours stated above, and provided that to the extent required above, a copy of the notice is simultaneously transmitted by reputable overnight courier (with all charges prepaid) for receipt on the next business day.

14. Counterparts: DocuSign. This Agreement may be executed in one or more counterparts, including by facsimile, all parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be an original and one (1) instrument. Further, this Agreement may be electronically signed by the parties by the use of DocuSign, which will be treated as an original copy as though ink-signed by the officers or duly authorized representatives of such party.

15. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that such deletions can be made without materially changing the basic agreement between the Parties. If such deletions cannot be made without materially changing the basic agreement between Licensor and Licensee, then Licensor and Licensee agree to amend, or to permit the court to amend, this Agreement to accomplish essentially the same transaction without said illegal, invalid or unenforceable provisions.


IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GEORGE GUOQING LU	
By:	
Name:	George Guoqing Lu
Title:	President
Date:	3-16-2023
CHICK FIL-A, INC.	
By:	
Name:	
Title:	
Date:	

all counterpart signed documents shall be deemed to be an original and one (1) instrument. Further, this Agreement may be electronically signed by the parties by the use of DocuSign, which will be treated as an original copy as though ink-signed by the officers or duly authorized representatives of such party.

15. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that such deletions can be made without materially changing the basic agreement between the Parties. If such deletions cannot be made without materially changing the basic agreement between Licensor and Licensee, then Licensor and Licensee agree to amend, or to permit the court to amend, this Agreement to accomplish essentially the same transaction without said illegal, invalid or unenforceable provisions.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GEORGE GUOQING LU	
By:	
Name:	George Guoqing Lu
Title:	
Date:	
CHICK FIL-A, INC.	
By:	
Name:	Elvin J. Sutton, Jr.
Title:	Director
Date:	April 5, 2023