

LICENSE AGREEMENT
[ACM Garage – Short Term]
Revised: 11/1/2019

THIS LICENSE AGREEMENT (“**Agreement**” or “**License**”) together with any proposal, estimate or fee quote, form the agreement between you (the User) and the AMERICAN CENTER FOR MOBILITY (ACM) providing the services contemplated therein. Pursuant to the terms of this License, ACM agrees to license the Licensed Items to User.

1. Basic License Information.

A. “**Building**” shall mean the building that contains the Garage. The “**Garage**” means the garage space designated as “Garage” within the Building, which Garage consists of approximately 1400 sq. ft. The “**Property**” means the Building and the parcel(s) of land upon which it is located.

B. “**Equipment and Furnishings**” shall mean the equipment and furnishings located in the Licensed Space, including the hoist (the “**Hoist**”).

C. “**Licensed Space**” shall mean (a) the Garage, together with non-exclusive use of kitchenette and restroom located within the same building as the Garage, which may be used by User during the License Period, and (b) subject to payment of the additional free prescribed below, time limited exclusive use of the conference room with flat screen monitor also located within the same building as the Garage.

D. “**License Period**”: shall mean the [Daily] period starting (the “**Start Date**”) defined in the proposal and ending on (the “**End Date**”) defined in the proposal, unless terminated earlier in accordance with this License. Notwithstanding anything herein to the contrary, in the event of Default (as defined below) by User, ACM may immediately terminate the License Period.

E. “**Licensed Space Fee**”: The following rates apply to various license periods. These rates are superseded by the rates outlined in the proposal.:

Monthly Rate:	\$15,000.00 per month
Weekly Rate:	\$4,500.00 per week
Daily Rate:	\$1,100.00 per day
Fee for technical support for use during other than normal business hours:	\$100 per hour

F. “**Shared Use Supplies**” shall mean the optional tools and other equipment or amenities that ACM may make available for User’s use, in ACM’s sole discretion.

2. Possession and Delivery. The Licensed Space, Equipment and Furnishings, and Shared Use Supplies (collectively, the “**Licensed Items**”) are delivered to and accepted by User in “**as is**” condition and configuration. ACM’s failure to deliver possession of the Licensed Space, Equipment and Furnishings, or the Shared Use Supplies on the Start Date or otherwise shall not subject ACM to any liability for loss or damage.

3. Fees. The Licensed Space Fee and any other fee(s) referenced herein to be paid by User to ACM are collectively referred to as “**Fees**”. All Fees shall be payable to ACM by User in advance, or if not known in advance then within ten (10) days after receipt of an invoice therefor, and without any setoff or deduction.

4. Compliance with Law and Rules; Use.

A. User and its employees shall comply with all statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity (collectively referred to as “**Laws**”) regarding the operation of User’s business and the use and occupancy of the Licensed Items, as well as all matters of record. User and its employees shall comply with all of ACM’s rules and regulations, as they may exist from time to time (copies of which are available upon request), including but not limited to then-current ACM safety policies (the most recent versions of ACM-LOP-031 Site Safety Plan, ACM-LOP-007 HSE Handbook, and ACM-LOP-008 PPE Procedure). The use of the mezzanine within the Garage is for limited to light duty storage only, and User and its employees shall use the mezzanine (and the entire Licensed Space) at their own risk. Technician support is available to move items to and from mezzanine at an additional cost. User shall not permit the use of the Licensed Space or Items by anyone other than its employees.

B. The Licensed Items may only be used by User during the hours of 8:00AM to 5:00PM; *provided, however*, that such time may be expanded beyond such normal business hours by payment of the “Fee for technical support for use during other than normal business hours: \$100 per hour” prescribed above. The Licensed Items shall be used only for [light automotive purposes] and for no other use whatsoever not authorized in advance by ACM.

C. User is responsible for training and qualifying its employees to use the Hoist, and prior to using the Hoist, User must provide evidence, acceptable to ACM, of sufficient training for its employees, or User shall coordinate with ACM to have ACM's operations partner train User's employees. ACM's acceptance of any training or facilitation of any training shall not impose any obligation or liability upon ACM (or its operations partner) as a result thereof, and User assumes all risks associated therewith. THE HOIST CANNOT BE USED TO TRANSFER OR STORE ANYTHING TO OR FROM THE MEZZANINE. The hoist is not to be used to store vehicles in 'up position'.

3. Services. Except as expressly provided in this License, ACM shall have no obligation to furnish any services of any nature or kind whatsoever or to perform any maintenance or and repairs for the benefit of User. As-is utilities are available in their current locations and capacities (including standard Internet/Wi-Fi), and User's incidental use of such utilities is included in the Licensed Space Fee. ACM is not liable for any interruption or non-availability of any utility service. ACM reserves the right to charge User for excessive utility usage (as determined by ACM to be beyond standard garage consumption), and ACM reserves the right to determine available maximum KWh thresholds from time to time. Examples of excessive utility usage may include the following: open garage doors increasing HVAC consumption, multiple EV charge stations in use, arc welding or if User engages in data transfer resulting in increased bandwidth consumption (Internet/Wi-Fi).

4. Alterations. User shall not make alterations, additions or improvements to the Licensed Items.

5. Entry by ACM. ACM may enter the Licensed Space, upon reasonable notice and without materially interfering with User's business operations, to inspect or show the Licensed Space, to clean and make repairs, alterations or additions to the Licensed Space, and to conduct or facilitate repairs, alterations or additions to any portion of the Building. Any such entry shall not (a) entitle User to any abatement of the Licensed Space Fee or any other charges hereunder, (b) subject ACM to any claims or liability or (c) be considered a constructive eviction.

6. Assignment and Subletting. User shall not assign, sublicense, transfer or encumber any interest in this License or allow any third party (other than its direct employees, for which User is responsible) to use any portion of the Licensed Items (collectively or individually, a "Transfer"). Any Transfer or attempted Transfer shall be a default by User and, in addition to any other rights and remedies, shall entitle ACM to immediately terminate this License.

7. Indemnity and Waiver of Claims. To the fullest extent permitted by applicable Law, User shall indemnify, defend and hold ACM, and its officers, directors, shareholders, agents, employees and lenders, as well as the property owner, Willow Run Arsenal of Democracy Holdings Limited Partnership and its partners (collectively, the "Indemnified Parties") harmless against and from all liabilities, damages, claims, and expenses, including, without limitation, reasonable attorneys' fees (if and to the extent permitted by Law), which may be imposed upon, incurred by or asserted against ACM or any of the Indemnified Parties and arising out of or in connection with any damage or injury occurring in the Licensed Space during the License Period, or any acts or omissions (including violations of Law or Default of this License) of User or any of its employees including any environmental liability or obligations. To the fullest extent permitted by applicable Law, User hereby waives all claims against ACM and the Indemnified Parties for any damage to person or property (or resulting from the loss of use thereof) occurring in the Licensed Space during the License Period. Notwithstanding any provision herein to the contrary, ACM shall not be liable for any injury or damage to, or interference with, User's business, including loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, or for any form of special or consequential damage. This paragraph shall survive termination of this License.

8. Insurance. User shall carry and maintain: (1) Commercial General Liability Insurance applicable to the Licensed Space and its appurtenances providing, in the amount of \$2,000,000 per occurrence and \$4,000,000 aggregate, (2) Property/Business Interruption Insurance written on an All Risk or Special Perils form, covering User's personal property for the full replacement cost value (subject to reasonable deductible amounts), and (3) Worker's Compensation to the extent required by Law and Employer's Liability Insurance of \$1,000,000.00 per occurrence. User shall also carry and maintain any other insurance required by applicable Law, if any. Any company writing any of User's insurance shall have an A.M. Best rating of not less than A-VIII and be authorized to do business in the State where the Property is located. User's policy for Commercial General Liability Insurance shall name ACM and anyone else that it designates, as additional insureds. The forms and such insurance shall be subject to ACM's reasonable approval, and User shall not enter or use the Licensed Items until it has provided ACM with evidence of the required insurance.

9. Casualty Damage and Condemnation. At ACM's election, this License shall automatically terminate if any material part of the Licensed Space is rendered unusable as a result of a fire or other casualty or condemnation.

10. Events of Default. User shall be considered to be in default ("Default") of this License if User fails to perform or breaches any term, covenant or condition contained in this License. Upon any Default, ACM shall have the right without notice or demand to terminate this License, in which case User shall immediately surrender the Licensed Items to ACM. If User fails to surrender the Licensed Items, ACM may, in compliance with applicable Law and without prejudice to any other right or remedy, enter upon and take possession of the Licensed Items. User shall pay ACM on demand the amount of all past due Fees, plus other losses and damages which

ACM may suffer as a result of User's Default. In addition to the right to terminate this License and collect damages, ACM shall have the right to pursue any other remedy now or hereafter available at Law or in equity.

11. Holding Over. For each and every day of use that User continues to use or occupy the Licensed Space after the expiration or earlier termination of this License, User shall pay ACM an amount equal to 200% of the applicable Fees. User's payment of such amounts shall not be construed to extend the License Period or prevent ACM from immediate recovery of possession of the Licensed Space by summary proceedings or otherwise.

12. Subordination and Attornment; No Lease. THIS LICENSE IS NOT INTENDED TO CREATE A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY IN FAVOR OF USER BUT MERELY CREATES A REVOCABLE LICENSE IN ACCORDANCE WITH THE TERMS HEREOF. USER ACKNOWLEDGES THAT ITS AGREEMENT TO TREAT THIS AGREEMENT AS A LICENSE FORMED A MATERIAL PART OF THE CONSIDERATION FOR ACM'S AGREEMENT TO ENTER INTO THIS LICENSE. This Agreement shall be subject and subordinate to all existing and future ground or underlying leases, mortgages, trust deeds and other encumbrances against the Building or Property, all renewals, extensions, modifications, consolidations and replacements thereof (each, a "**Security Agreement**"), and all advances made upon the security of such mortgages or trust deeds, unless in each case the holder of such Security Agreement (each, a "**Security Holder**") requires in writing that this Agreement be superior thereto. User shall not record this instrument or any other instrument evidencing this instrument.

13. Surrender of Licensed Space. User shall return the Licensed Items to ACM in good and broom clean condition after each day of use. At the termination of this License, User shall remove User's personal property from the Licensed Space, and quit and surrender the Licensed Items to ACM, broom clean, and in good order, condition and repair. If User fails to remove any of User's personal property within one (1) day after the termination of this License, ACM, at User's sole cost and expense, shall be entitled (but not obligated) to remove, store or dispose of User's personal property. ACM shall not be responsible for the value, preservation or safekeeping of User's personal property.

14. Miscellaneous. Neither party's failure to declare a default immediately upon its occurrence, or delay in taking action for a default shall constitute a waiver of the default, nor shall it constitute an estoppel. If either party institutes a suit against the other for violation of or to enforce any covenant, term, or condition of this License, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable attorneys' fees. ACM and User hereby waive any right to trial by jury in any proceeding based upon a breach of this License. This License shall be interpreted and enforced in accordance with the Laws of the state of Michigan without regard to any choice or conflict of law(s) rule(s). ACM shall have the right to transfer and assign, in whole or in part, all of its ownership interest, rights and obligations in this License, and upon transfer, ACM, as the case may be, shall be released from any further obligations hereunder, and User agrees to look solely to the successor in interest for the performance of such obligations. User and ACM each represents that it has dealt with no broker in connection with this License. User shall indemnify and hold ACM and the Indemnified Parties harmless from all claims of any brokers claiming to have represented User in connection with this License. ACM shall indemnify and hold User harmless from all claims of any brokers claiming to have represented ACM in connection with this License. This License constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Licensed Items. This License may be modified only by a written agreement signed by ACM and User. User represents and warrants to ACM that each individual executing this License on behalf of User is authorized to do so on behalf of User and that User is not, and the entities or individuals constituting User or which may own or control User or which may be owned or controlled by User are not, among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists.

17. Optional Terms. If included in the proposal, the Licensed Space shall include the conference room space located within the Garage building, with the rate prescribed therefor added to the Licensed Space Fee:

Conference Room [use limited to meeting purposes]

Rates: \$4000 weekly
\$800 daily
\$100 hourly

Notwithstanding the foregoing, User's duration of use of such conference room shall not exceed the Licensed Period.