TERMS AND CONDITIONS OF GM/DDA PARKING AGREEMENT

1. Parking Spaces. The Parties will mutually agree upon the location of the assigned parking spaces in or at DDA’s facility where GM shall be entitled to provide car sharing services to GM members, including without limitation the right to park, to operate, to clean and otherwise to use the vehicles. GM, Maven members and GM’s third party personnel shall have unrestricted access to these dedicated parking spaces 24 hours per day, seven days per week, and 365 days per year as afforded to other tenants, and they will be afforded the same amenities and services that DDA affords and offers its other tenants. Enforcement of use for GM-only vehicles will be managed by GM.

GM shall have the right to permanently decrease the number of parking spaces at any time and for any reason, without penalty by providing thirty (30) days prior written notice to the DDA. GM acknowledges that any changes in the number of parking spaces shall be at GM’s expense (i.e., alteration or removal of signage.)

GM acknowledges that a Republic Parking Systems access card must be prominently displayed in the front window of the vehicle at all times while parked in the structure and a window decal, issued with the access card, must be affixed to the lower left corner of the vehicle’s rear window.

Each access card allows for one vehicle to park within the public parking area of the structure. Any vehicle that is parked inappropriately (i.e. double parked, reserved space, no parking zones) will be issued a green “Monster” tag, ticketed by enforcement, towed or booted ($75.00) at GM’s expense. It is GM’s responsibility to communicate this to its car share users.

Access cards that are improperly used may be subject to cancellation preventing normal ingress and egress to the facility. A card must be used in sequence; once entering the system will only accept exiting the facility or may be prevented from exiting. If it is determined by the DDA’s Parking Manager that the access card has been improperly used, the user may be subject to paying a Lost Ticket Fee to exit the facility. Access cards provide use for self-parking; no other services are provided or implied for use under this program

If GM is not entitled or able to use a parking space due to no fault of its own due to reasons within the DDA’s control, in addition to any other remedies available to GM for such breach, then GM’s monthly fee for each affected space will be prorated accordingly. The DDA agrees to keep Maven’s assigned parking spaces in “broom clean” condition and its facility
well maintained and in good repair, including the removal of all snow, ice, and any other debris.

2. **Vehicles.** In support of the City’s Sustainability goals, GM has communicated its interest in including a selection of more-environmentally-friendly vehicles as part of its car-share fleet as is possible.

3. **Payment.** Payments for parking spaces are due no later than 60 days after being invoiced. If payment is not received by that time, access to the parking facility will be temporarily suspended. Refunds will not be issued for any parking fees incurred while the access card is locked due to nonpayment, forgotten, stolen, misplaced or left in the vehicle while it is in for repairs. If the access card(s) are lost, stolen, or misplaced, GM must immediately notify Republic Parking. Replacement cards are $30 each.

4. **Signs.** GM shall have the right to place signs advertising Maven car-share services in mutually agreeable locations at the agreed-upon DDA parking facility at GM’s sole expense. At a minimum, DDA agrees that GM may (i) install a drop box at each parking space utilized by GM and (ii) mark off reserved parking spaces assigned to GM by displaying one smaller “Tow Zone” and one larger “Reserved for Maven” sign at each parking space provided by the DDA to GM, at a sign size agreeable to the DDA.

5. **No Exclusivity.** DDA retains the right to provide parking spaces within its facilities to other car sharing services companies.

6. **Term; Termination.** The term of this Agreement shall commence on the Effective Date and continue until December 2017. If either Party breaches this Agreement and fails to cure its breach within 30 days after receiving written notice of that breach from the other Party, then the non-breaching Party may terminate this Agreement. Regardless of breach, either Party may terminate this Agreement, at any time and for any reason, without penalty, by giving the other Party 30 days' written notice. GM shall pay, without duplication, the monthly fees associated with any parking spaces provided by DDA pursuant to this Agreement during the period of time between when notice of termination is delivered and this Agreement terminates.

7. **Trademarks.** Upon mutual agreement, the DDA may provide GM the right to use its name, logos, trademarks and service marks to notify Maven members of the availability of its vehicles in or at the DDA’s parking facility. Except as provided in the preceding sentence, no
license under any existing or future trademark of either Party, by implication or otherwise, is granted to the other Party under this Agreement.

8. **Representations and Warranties.** DDA represents, warrants and covenants that there is no other tenant or occupant that has or will have any right to use of occupy the parking spaces assigned to GM for its Maven program.

9. **Insurance.** GM and DDA shall obtain and maintain pursuant to the terms of this agreement, at their sole expense, the following types of insurance coverage, with minimum limits as set forth below:

   Commercial General Liability covering liability arising from premises, operations, independent contractors, personal and advertising injury, and contractual liability - $1,000,000 each occurrence.

Worker’s Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employees liability Coverage shall be obtained in the following minimum amounts:

- Bodily Injury by Accident - $500,000 each accident
- Injury by Disease - $500,000 each employee
- Injury by Disease - $500,000 each policy limit

Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages naming the Ann Arbor Downtown Development Authority, the City of Ann Arbor and Republic Parking Systems, Inc. as additional insureds. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be $1,000,000 for each occurrences respects Bodily Injury Liability or Property Damage Liability, or both combined.

Each party shall provide the other with a certificate of insurance evidencing compliance with the insurance requirements set forth above upon written request. Certificate(s) will provide that each party shall be named an additional insured and provide thirty (30) days’ prior written notice of any termination or material reduction in the amount or scope of coverage.

10. **Compliance with Laws.** Each of the Parties will be responsible for compliance with all applicable laws as may be required for the performance of its responsibilities and obligations under this Agreement. The Parties will perform their obligations under this Agreement in compliance with all applicable laws, orders, or regulations of all appropriate jurisdictions, including without limitation all U.S. federal, state and local laws, regulations and guidelines,
including but not limited to campaign finance laws, ethics laws, pay to play rules, and any applicable lobbying registration and disclosure laws.

11. **Limitation of Liability.** In no event shall any Party be liable for any lost profits or for any incidental, consequential, special, exemplary, or punitive damages.

12. **Entire Agreement; Modifications.** This Agreement, together with any attachments hereto, constitutes the entire agreement and understanding of the Parties in connection with the subject matter hereof and it supersedes all discussion, documents and correspondence entered into before the execution of this Agreement. This Agreement may only be amended by written agreement between the Parties.

13. **Waiver.** No waiver by a Party of any breach or series of breaches or defaults in performance by another Party, and no failure, refusal, or neglect of a Party to exercise any right, power, or option given to it hereunder or to insist upon strict compliance with the performance of a Party's obligations under this Agreement, shall constitute a waiver of the provisions of this Agreement with respect to any subsequent breach.

14. **Assignment.** The Parties may assign their respective rights and obligations under this Agreement to an affiliate with 15 days' prior written notice and the consent of the other Party with one exception that if GM were to create a wholly owned subsidiary for its car sharing unit, then GM would provide 15 days' prior written notice to DDA but GM would not have to obtain DDA's consent. For assignments where notice and consent are required, consent shall not be withheld unreasonably.

15. **Severability.** If any provision of this Agreement is deemed unenforceable by a court of competent jurisdiction, such provision shall be modified only to the extent necessary to render it enforceable and the remaining provisions shall remain in full force and effect.

16. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to any provision thereof that would require application of the substantive laws of any other jurisdiction. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods if otherwise applicable.

17. **Force Majeure.** Neither Party will be responsible or liable to the other Party for non-performance or delay in performance of any of the terms or conditions of this Agreement due to acts or occurrences beyond the control of the nonperforming or delayed Party,
including without limitation, acts of God, acts of government, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, fires, and floods, provided that the non-performing or delayed Party provides to the other Party written notice as soon as possible (but in no event more than 30 days after the force majeure event occurs) of the existence of and the reason for such nonperformance or delay.

18. Independent Parties. This Agreement does not appoint either Party as an agent or legal representative of the other for any purpose whatsoever. Nor does it authorize either Party to act on behalf of the other.

19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of any of the successors and assigns of the Parties, subject to the restrictions on assignment contained herein.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document.

21. Dispute Resolution. Any dispute between the Parties relating to this Agreement will first be mediated by a mediator selected by the Parties. If resolution is not obtained through mediation, the Parties may agree to submit to arbitration by an arbitrator selected by the Parties or the American Arbitration Association.
Maven Parking Agreement

This Parking Agreement, including the Terms and Conditions attached hereto, ("Agreement") is effective as of February 23, 2016 (the "Effective Date") by and between General Motors LLC ("GM") and the Ann Arbor Downtown Development Authority ("DDA"); each referred to individually as a "Party" and collectively as the "Parties."

In exchange for good and valuable consideration, the value and sufficiency of which is acknowledged, and in consideration of the mutual promises and covenants set forth below, the Parties, intending to be legally bound to this Agreement, hereby agree as follows:

Number of Parking Spaces, Parking Facility Location, Parking Fee
GM will utilize parking spaces in the DDA’s parking system to provide access to vehicles to the public through a car-share program.

The DDA agrees to make available to GM ten (10) total parking spaces at the following parking facilities:

<table>
<thead>
<tr>
<th>Number of Parking Spaces</th>
<th>Facility Name and Address</th>
<th>Monthly Fee Per Parking Space Effective the Date of Signing</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>4th &amp; William structure, 115 E William St, Ann Arbor, MI 48104</td>
<td>$205/month each space</td>
</tr>
<tr>
<td>2</td>
<td>Forest structure, 650 S. Forest Avenue, Ann Arbor, MI 48104</td>
<td>$205/month each space</td>
</tr>
<tr>
<td>2</td>
<td>Liberty Square structure, 510 E Washington St, Ann Arbor, MI 48104</td>
<td>$220/month each space</td>
</tr>
<tr>
<td>2</td>
<td>First &amp; Washington structure, 221 W. Washington St, Ann Arbor, MI 48104</td>
<td>$205/month each space</td>
</tr>
<tr>
<td>2 (charge point locations)</td>
<td>Fourth and Catherine parking lot, 121 Catherine, Ann Arbor, MI 48104</td>
<td>$205/month each space</td>
</tr>
</tbody>
</table>
The monthly cost for each parking space to be used by GM includes any goods, services, sales, use or excise tax imposed by any state or local taxing authority. Any such tax shall be separately stated on all invoices. The monthly cost for each parking space to be used by GM may be increased by the DDA comparable to any other standard monthly parking permit increase that may occur in those structures during the term of this Agreement.

Invoices are to be sent to eSAP_AP_US@gm.com with a copy to angela.giambrone@gm.com and samantha.1.ottolini@gm.com, and are to include an invoice number. Within 60 days after receipt of a given invoice from DDA, GM will remit payment to the DDA's parking operator, Republic Parking Systems, located at the following address:

Republic Parking Systems
324 Maynard Street
Ann Arbor, MI 48104

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

GENERAL MOTORS LLC

By: ___________________________

Name: Julia Steyn

Title: Vice President

Date: Feb 8, 2016

ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY

By: ___________________________

Name: Susan Pollay

Title: Executive Director

Date: February 8, 2016
Second Amendment to Maven Parking Agreement

The Parking Agreement, including the Terms and Conditions attached thereto dated as of January 1, 2017 and as amended by the Amendment to Maven parking Agreement (together, the “Agreement”) by and between General Motors LLC ("GM") and the Ann Arbor Downtown Development Authority ("DDA") is hereby amended to as follows, all other terms of said Agreement continuing in full force and effect:

1. The total number of spaces provided to Maven vehicles shall be amended as follows:

<table>
<thead>
<tr>
<th>Car Spaces</th>
<th>Parking Facility</th>
<th>Electric Vehicle Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Fourth &amp; William structure</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Forest structure</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>First &amp; Washington structure</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>Fourth &amp; Catherine structure</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Ann Ashley structure</td>
<td>2</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, each of the Parties hereto has caused this Second Amendment to be executed by its duly authorized representative.

Dated: Feb 6, 2017

General Motors LLC

By: [Signature]

Julia Steyn, Vice President

Ann Arbor Downtown Development Authority

Dated: February 6, 2017

By: [Signature]

Susan Pollay, Executive Director
Amendment to Maven Parking Agreement

The Parking Agreement, including the Terms and Conditions attached thereto ("Agreement") effective as of February 23, 2016 (the "Effective Date") by and between General Motors LLC ("GM") and the Ann Arbor Downtown Development Authority ("DDA"), is hereby amended as follows, all other terms of said Agreement continuing in full force and effect:

(1) The total number of spaces provided to Maven vehicles shall be increased from 10 to 18, located in parking facilities as follows:

<table>
<thead>
<tr>
<th>Car Spaces</th>
<th>Parking Facility</th>
<th>Electric Vehicles</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>4th &amp; William structure</td>
<td></td>
</tr>
<tr>
<td>2 + 1 new</td>
<td>Forest Avenue structure</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Liberty Square structure</td>
<td></td>
</tr>
<tr>
<td>2 + 2 new</td>
<td>1st &amp; Washington structure</td>
<td>1 new</td>
</tr>
<tr>
<td>1 + 1 new</td>
<td>4th &amp; Catherine lot</td>
<td>1 + 1 new</td>
</tr>
<tr>
<td>1 + 2 new</td>
<td>Ann Ashley structure</td>
<td>1 + 2 new</td>
</tr>
<tr>
<td>2 new</td>
<td>415 W. Washington lot</td>
<td>6</td>
</tr>
<tr>
<td>18 total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(2) In addition to the monthly rent for such spaces, GM agrees to provide funding not to exceed $20,000, for the equipment at six electric vehicle locations.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Amendment to be executed by its duly authorized representative.

General Motors LLC

Dated: 25 Aug 2016

BY: [Signature]
Julia Steyn
ITS: Vice President

Ann Arbor Downtown Development Authority

Dated: 19 Aug 2016

BY: [Signature]
Susan Pollay
ITS: Executive Director
Maven Parking Agreement

This Parking Agreement, including the Terms and Conditions attached hereto, ("Agreement") is effective as of February 23, 2016 (the "Effective Date") by and between General Motors LLC ("GM") and the Ann Arbor Downtown Development Authority ("DDA"); each referred to individually as a "Party" and collectively as the "Parties."

In exchange for good and valuable consideration, the value and sufficiency of which is acknowledged, and in consideration of the mutual promises and covenants set forth below, the Parties, intending to be legally bound to this Agreement, hereby agree as follows:

Number of Parking Spaces, Parking Facility Location, Parking Fee
GM will utilize parking spaces in the DDA's parking system to provide access to vehicles to the public through a car-share program.

The DDA agrees to make available to GM ten (10) total parking spaces at the following parking facilities:

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<th>Facility Name and Address</th>
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<td>4th &amp; William structure, 115 E William St, Ann Arbor, MI 48104</td>
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</tr>
<tr>
<td>2</td>
<td>Liberty Square structure, 510 E Washington St, Ann Arbor, MI 48104</td>
<td>$220/month each space</td>
</tr>
<tr>
<td>2</td>
<td>First &amp; Washington structure, 221 W. Washington St, Ann Arbor, MI 48104</td>
<td>$205/month each space</td>
</tr>
<tr>
<td>2 (charge point locations)</td>
<td>Fourth and Catherine parking lot, 121 Catherine, Ann Arbor, MI 48104</td>
<td>$205/month each space</td>
</tr>
</tbody>
</table>
The monthly cost for each parking space to be used by GM includes any goods, services, sales, use or excise tax imposed by any state or local taxing authority. Any such tax shall be separately stated on all invoices. The monthly cost for each parking space to be used by GM may be increased by the DDA comparable to any other standard monthly parking permit increase that may occur in those structures during the term of this Agreement.

Invoices are to be sent to eSAP_AP_US@gm.com with a copy to angela.giambrone@gm.com and samantha.1.ottolini@gm.com, and are to include an invoice number. Within 60 days after receipt of a given invoice from DDA, GM will remit payment to the DDA's parking operator, Republic Parking Systems, located at the following address:

Republic Parking Systems  
324 Maynard Street  
Ann Arbor, MI 48104

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

GENERAL MOTORS LLC

By: ____________________________

Name: Julia Steyn

Title: Vice President

Date: Feb 8, 2016

ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY

By: ____________________________

Name: Susan Pollay

Title: Executive Director

Date: February 8, 2016
REINSTATEMENT OF AND THIRD AMENDMENT TO MAVEN PARKING AGREEMENT

THIS REINSTATEMENT OF AND THIRD AMENDMENT TO MAVEN PARKING AGREEMENT (this "Amendment") is made effective as of the 7th day of June 2018 (the "Effective Date"), by and between ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY ("DDA"), and MAVEN DRIVE LLC, a Delaware limited liability company ("Maven"). DDA and Maven are together the "Parties" and each also a "Party".

BACKGROUND STATEMENTS

A. The Parties are parties to that certain Maven Parking Agreement (the "Original Agreement") effective as of February 23, 2016, as amended by that certain Amendment to Maven Parking Agreement last executed on August 25, 2016, and as amended by that certain Second Amendment to Maven Parking Agreement last executed on February 6, 2017 (collectively, the "Agreement"), pursuant to which DDA licenses to Maven certain parking spaces at DDA's facilities, all as more particularly set forth in the Agreement.

B. The Parties acknowledge that pursuant to Section 6 of the Terms and Conditions of the Original Agreement, the term of the Agreement expired on December 31, 2017 (the "Expiration Date").

C. The Parties desire to reinstate and amend the Agreement, all as more particularly set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the above Background Statements and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Background Statements. The Background Statements above are true and correct and are incorporated into the body of this Amendment.

2. Defined Terms. All initially capitalized terms not expressly defined in this Amendment have the meanings given to such terms in the Agreement.

3. Reinstatement. The Parties agree that as of the Expiration Date the Agreement is reinstated in its entirety, as modified herein, such that from and after the Expiration Date, the Agreement will be in full force and effect, according to all of the terms and conditions thereof, except as expressly modified by this Amendment.

4. Term. Notwithstanding any provision of the Agreement to the contrary, the term of the Agreement will continue until 5:00 p.m. Eastern Standard Time on December 31, 2018, and will thereafter continue on a month-to-month basis, unless earlier terminated in accordance with the Agreement.

5. Monthly Fee. The Parties acknowledge and agree that, pursuant to the last sentence of the fifth full paragraph of the Original Agreement, from and after April 1, 2018, the monthly fee payable by Maven for each parking space will be the "Premium Permit" rate charged to the general public for
parking at a DDA parking facility, as published by the DDA from time to time, which, as of April 1, 2018, is as follows:

<table>
<thead>
<tr>
<th>Parking Facility</th>
<th>Car Spaces</th>
<th>Electric Car Spaces</th>
<th>Total Spaces</th>
<th>Monthly Fee / Space</th>
<th>Total Monthly Fee / Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fourth &amp; William</td>
<td>2</td>
<td>0</td>
<td>2</td>
<td>$230</td>
<td>$460</td>
</tr>
<tr>
<td>Forest</td>
<td>3</td>
<td>0</td>
<td>3</td>
<td>$230</td>
<td>$690</td>
</tr>
<tr>
<td>First &amp; Washington</td>
<td>3</td>
<td>1</td>
<td>4</td>
<td>$230</td>
<td>$920</td>
</tr>
<tr>
<td>Fourth &amp; Catherine</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$230</td>
<td>$230</td>
</tr>
<tr>
<td>Ann &amp; Ashley</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td>$230</td>
<td>$460</td>
</tr>
</tbody>
</table>

Total Monthly Fee: $2,760

6. **Future Rate Changes.** Notwithstanding any provision of this Amendment or the Agreement to the contrary, DDA cannot after the Effective Date increase the monthly fee payable by Maven for any parking space without first delivering Maven at least sixty (60) days prior written notice thereof, regardless of whether DDA has published changes to the rate noted above.

7. **Parking Spaces.** Notwithstanding any provision of the Agreement to the contrary, as of June 15, 2018, the number of parking spaces licensed by DDA to Maven will be as follows:

<table>
<thead>
<tr>
<th>Parking Facility</th>
<th>Car Spaces</th>
<th>Electric Car Spaces</th>
<th>Total Spaces</th>
<th>Monthly Fee / Space</th>
<th>Total Monthly Fee / Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fourth &amp; William</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>$230</td>
<td>$230</td>
</tr>
<tr>
<td>Forest</td>
<td>3</td>
<td>0</td>
<td>3</td>
<td>$230</td>
<td>$690</td>
</tr>
<tr>
<td>First &amp; Washington</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>$230</td>
<td>$460</td>
</tr>
<tr>
<td>Fourth &amp; Catherine</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$230</td>
<td>$230</td>
</tr>
<tr>
<td>Ann &amp; Ashley</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$230</td>
<td>$230</td>
</tr>
</tbody>
</table>

Total Monthly Fee: $1,840

8. **Future Amendments.** To expedite future amendments to the Agreement with respect to the number of, location of, and/or monthly fee payable for parking spaces thereunder, the Parties may use the form of amendment attached hereto as Exhibit A.

9. **Counterparts.** This Amendment may be executed in counterparts, each of which will be deemed an original and, when compiled, will be deemed to constitute a single agreement. Copies of signatures, including those delivered by email, facsimile or .pdf, will have the same effect as originals.

10. **Successors and Assigns.** This Amendment will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
11. **Full Force and Effect.** The Parties acknowledge and agree that, except as expressly provided in this Amendment, the Agreement will remain unmodified and in full force and effect. In the event of any conflict between the Agreement and this Amendment, the terms and conditions of this Amendment will control. Additionally, the Agreement, as referenced in any other document that the Parties have executed, will mean the Agreement as amended by this Amendment.

12. **Entire Agreement.** The Agreement, as amended by this Amendment, contains and constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no oral understandings, terms, or conditions, and neither Party has relied upon any representations express or implied, not contained herein. All prior understandings, terms or conditions with respect to the matters addressed herein are deemed merged into this Amendment.

*Signature Page Follows*
IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the Effective Date.

DDA:

ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY

By: 
Name: Susan Pollay
Title: Executive Director

MAVEN:

MAVEN DRIVE LLC,
a Delaware limited liability company

By: 
Name: Debra Hana-Hege
Title: Global Director

[Signature Page to Third Amendment to Agreement]
Exhibit A

[ ] AMENDMENT TO MAVEN PARKING AGREEMENT

This [_______] Amendment ("Amendment") is entered into pursuant to the certain Maven Parking Agreement (as amended and/or modified from time to time, the "Agreement") effective as of February 23, 2016, between ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY ("Parking Provider"), and MAVEN DRIVE LLC ("Maven").

THE PARTIES AGREE as follows:

A. Defined Terms. Capitalized terms used but not otherwise defined in this Amendment have the meanings ascribed to such terms in the Agreement.

B. Amendment. Effective as of [_______] (the "Amendment Effective Date"), the Agreement is amended such the number and location of, and the monthly fee payable by Maven to DDA for, parking spaces licensed by DDA to Maven pursuant to the Agreement is as follows:

<table>
<thead>
<tr>
<th>Parking Facility</th>
<th>Car Spaces</th>
<th>Electric Car Spaces</th>
<th>Total Spaces</th>
<th>Monthly Fee / Space</th>
<th>Total Monthly Fee / Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td></td>
<td>$</td>
<td>$</td>
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<tr>
<td></td>
<td>$</td>
<td>$</td>
<td></td>
<td>$</td>
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<tr>
<td></td>
<td>$</td>
<td>$</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Total Monthly Fee: $

C. Miscellaneous. Except as expressly provided in this Amendment, the Agreement (the terms and conditions of which are incorporated into this Amendment) remains unmodified and in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment controls. This Amendment may be executed in counterparts, each of which will be deemed an original and, when compiled, deemed to constitute a single document. Copies of signatures, including those delivered by email, facsimile or .pdf, will have the same effect as originals.

ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY

By: ____________________________
Name: __________________________
Title: __________________________

MAVEN DRIVE LLC, a Delaware limited liability company

By: ____________________________
Name: __________________________
Title: __________________________
FOURTH AMENDMENT TO MAVEN PARKING AGREEMENT

This Fourth Amendment ("Amendment") is entered into pursuant to that certain Maven Parking Agreement (as amended and/or modified from time to time, the "Agreement") effective as of February 23, 2016, between ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY ("Parking Provider"), and MAVEN DRIVE LLC ("Maven").

THE PARTIES AGREE as follows:

A. Defined Terms. Capitalized terms used but not otherwise defined in this Amendment have the meanings ascribed to such terms in the Agreement.

B. Amendment. Effective as of September 1, 2018 (the "Amendment Effective Date"), the Agreement is amended such the number and location of, and the monthly fee payable by Maven to DDA for, parking spaces licensed by DDA to Maven pursuant to the Agreement is as follows:

<table>
<thead>
<tr>
<th>Parking Facility</th>
<th>Car Spaces</th>
<th>Electric Car Spaces</th>
<th>Total Spaces</th>
<th>Monthly Fee / Space</th>
<th>Total Monthly Fee / Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fourth &amp; William</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>$230</td>
<td>$230</td>
</tr>
<tr>
<td>Forest</td>
<td>3</td>
<td>0</td>
<td>3</td>
<td>$230</td>
<td>$690</td>
</tr>
<tr>
<td>First &amp; Washington</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>$230</td>
<td>$460</td>
</tr>
<tr>
<td>Fourth &amp; Catherine</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$230</td>
<td>$230</td>
</tr>
<tr>
<td>Ann &amp; Ashley</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>$230</td>
<td>$230</td>
</tr>
<tr>
<td>615 S. Main St.</td>
<td>2</td>
<td>0</td>
<td>2</td>
<td>$230</td>
<td>$230</td>
</tr>
</tbody>
</table>

**Total Monthly Fee:** $2,070

C. 615 S. Main St. Spaces. To avoid doubt, the parties recognize that Maven will only be required to pay DDA the total monthly fee set forth above for the two spaces at 615 S. Main St.

D. Miscellaneous. Except as expressly provided in this Amendment, the Agreement (the terms and conditions of which are incorporated into this Amendment) remains unmodified and in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment controls. This Amendment may be executed in counterparts, each of which will be deemed an original and, when compiled, deemed to constitute a single document. Copies of signatures, including those delivered by email, facsimile or .pdf, will have the same effect as originals.

ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY

By: [Signature]
Name: [Name]
Title: [Title]

MAVEN DRIVE LLC, a Delaware limited liability company

By: [Signature]
Name: [Name]
Title: [Title]

Execution Recommended
Real Estate:
By: [Signature]
SIXTH AMENDMENT TO MAVEN PARKING AGREEMENT

This Sixth Amendment ("Amendment") is entered into pursuant to that certain Maven Parking Agreement (as amended and/or modified from time to time, the "Agreement") effective as of February 23, 2016, between ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY ("Parking Provider"), and MAVEN DRIVE LLC ("Maven").

THE PARTIES AGREE as follows:

A. Defined Terms. Capitalized terms used but not otherwise defined in this Amendment have the meanings ascribed to such terms in the Agreement.

B. Amendment. Effective as of November 1, 2019 (the "Amendment Effective Date"), the Agreement is amended such the number and location of, and the monthly fee payable by Maven to DDA for, parking spaces licensed by DDA to Maven pursuant to the Agreement is as follows:

<table>
<thead>
<tr>
<th>Parking Facility</th>
<th>Car Spaces</th>
<th>Electric Car Spaces</th>
<th>Total Spaces</th>
<th>Monthly Fee / Space</th>
<th>Total Monthly Fee / Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td>First &amp; Washington</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>$250</td>
<td>$250</td>
</tr>
<tr>
<td>Forest Structure</td>
<td>3</td>
<td>0</td>
<td>3</td>
<td>$250</td>
<td>$750</td>
</tr>
<tr>
<td>Fourth &amp; William</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>$250</td>
<td>$250</td>
</tr>
<tr>
<td>The Yard</td>
<td>2</td>
<td>0</td>
<td>2</td>
<td>$250</td>
<td>$500</td>
</tr>
<tr>
<td>Maynard Structure</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>$250</td>
<td>$250</td>
</tr>
<tr>
<td>Liberty Square</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>$250</td>
<td>$250</td>
</tr>
<tr>
<td><strong>Total Monthly Fee:</strong></td>
<td><strong>3,250</strong></td>
<td><strong>3,250</strong></td>
<td><strong>3,250</strong></td>
<td><strong>$2,250</strong></td>
<td><strong>$2,250</strong></td>
</tr>
</tbody>
</table>

C. Miscellaneous. Except as expressly provided in this Amendment, the Agreement (the terms and conditions of which are incorporated into this Amendment) remains unmodified and in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment controls. This Amendment may be executed in counterparts, each of which will be deemed an original and, when compiled, deemed to constitute a single document. Copies of signatures, including those delivered by email, facsimile or .pdf, will have the same effect as originals.

ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY

By: [Signature]
Name: Eda Holbrook
Title: Manager of Parking

MAVEN DRIVE LLC,
a Delaware limited liability company

By: [Signature]
Name: Debra Homic Hoge
Title: Global Director
Real Estate

EXECUTION RECOMMENDED
REAL ESTATE SERVICES