

**LICENSE AGREEMENT**  
**("License")**

Licensor and Victory Packaging, L.P agree as of the Effective Date (defined below) as follows:

1. **BASIC TERMS.** The following Basic Terms are incorporated into and made a part of this License. Each reference in this License to any Basic Terms means the following:

<b>Licensor</b>	Johnston Enterprises
<b>Victory Packaging, L.P</b>	Victory Packaging, L.P
<b>Fee</b>	\$200 per trailer stall per month
<b>Area</b>	as shown on <b>Exhibit A</b>
<b>Site</b>	Vehicle parking, and access way located at 3236 South Dye Rd, Flint MI
<b>Use</b>	Storage, and any other legally permitted use
<b>Commencement Date</b>	8/1/23
<b>Term</b>	Month to month
<b>Additional Fees (for OpEx, utilities and Taxes)</b>	None (gross license)

2. **License: Area.** Licensor licenses to Victory Packaging, L.P the exclusive right to use the Area for the Use during the Term, commencing on the Commencement Date.

3. **Use.** The Area shall be used solely for the Use and customary accessory uses, and for no other purpose.

4. **"As-Is".** The Area (and the Site, to the extent reasonably appropriate to support the Use or to the extent Victory Packaging, L.P is otherwise permitted to use such) is provided to Victory Packaging, L.P in its "as is, where is" condition; provided, however, a) Licensor shall deliver all existing mechanical systems in good working order within thirty (30) days after the Commencement Date, and b) indemnify Victory Packaging, L.P against any pre-existing: (i) environmental contamination or (ii) breach of applicable laws relating to the Area or Site.

5. **Fee and Additional Fees.** The Fee shall be paid to Licensor each month in advance on the 1<sup>st</sup> day of each month. Payments received after the 10<sup>th</sup> day of the month will be assessed a late charge equal to the greater of five percent (5%) of the Fee and Additional Fees due or \$100.00.

6. **Insurance.** Victory Packaging, L.P will continuously maintain commercial general liability ("**CGL**") naming Licensor and its designees as additional insureds. Such CGL shall have minimum limits of \$2,000,000.00.

7. **Maintenance.** Victory Packaging, L.P shall repair damage it causes to the Area, ordinary wear and tear excepted and damage by casualty or condemnation excepted.

8. **Alterations.** Victory Packaging, L.P may make alterations to the Area. Such alterations shall be performed at Victory Packaging, L.P's expense by a licensed, bonded contractor in a good and workmanlike manner. At Licensor's election, at the end of the Term any such alterations shall either (i) be removed and the area restored at Victory Packaging, L.P's expense, or (ii) remain in place.

9. **Additional Victory Packaging, L.P Covenants.** Victory Packaging, L.P will not permit any waste, nuisance, or liens to attach to or at the Area.

10. Mutual Indemnity.

10.1. Licensors shall indemnify and hold Victory Packaging, L.P harmless from, and to defend Victory Packaging, L.P and its successors and assigns against, all actions, suits, obligations, liabilities, losses, costs and demands (including attorneys' fees) arising in connection with, either or both of (i) Licensors exercise of its rights under, or Licensors breach of any of its obligations under, this License and (ii) Licensors entry in, at, to and upon the Site, and (iii) Licensors breach of applicable laws, unless such injury, loss or damage arises from any gross negligence or willful misconduct of Victory Packaging, L.P. Licensors undertakings pursuant to this Section will survive the termination or expiration of this License.

10.2. Victory Packaging, L.P shall indemnify and hold Licensors harmless from, and to defend Licensors and its successors and assigns against, all actions, suits, obligations, liabilities, losses, costs and demands (including attorneys' fees) arising in connection with, either or both of (i) Victory Packaging, L.P's exercise of its rights under, or Victory Packaging, L.P's breach of any of its obligations under, this License and (ii) Victory Packaging, L.P's entry in, at, to and upon the Area, unless such injury, loss or damage arises from any gross negligence or willful misconduct of Licensors. Victory Packaging, L.P's undertakings pursuant to this Section will survive the termination or expiration of this License.

11. Fire, Casualty and Eminent Domain. If the Area or any material part thereof is destroyed or damaged by casualty or taken by eminent domain, either party may terminate this License immediately upon notice to the other party.

12. Damage to Victory Packaging, L.P's Property. Victory Packaging, L.P's property will be at Victory Packaging, L.P's sole risk and Licensors will have no responsibility for maintaining security or for any damage thereto, however caused.

13. Compliance with Law and Insurance Requirements. Victory Packaging, L.P shall comply with all applicable laws (including environmental laws) and insurance requirements applicable to its use of the Area.

14. Default. If Victory Packaging, L.P fails to perform any License obligation within 10 business days after notice specifying such failure (or immediately without notice in an emergency), then:

14.1. Licensors may perform such obligation on behalf of Victory Packaging, L.P, and Victory Packaging, L.P shall pay the reasonable costs thereof on demand.

14.2. All sums not paid when due will bear interest at 8% per annum until paid.

14.3. Victory Packaging, L.P shall pay all of Licensors reasonable costs and expenses, including reasonable legal fees and expenses, incurred in enforcing Victory Packaging, L.P's obligations.

14.4. 20 days [or ten (10) days, in the case of non-payment of the Fee] after notice specifying such failure, Licensors may terminate this License immediately by notice to Victory Packaging, L.P.

15. Notices. All notices must be sent in writing to the addresses stated on the attached signature pages. Notices must be given by first class U.S. mail (postage pre-paid, certified and with return receipt requested), by nationally recognized express courier, or by hand.

16. Surrender. At the expiration of this License, Victory Packaging, L.P shall yield-up the Area free of Victory Packaging, L.P's personal property, broom-clean and in the same condition as of the commencement of the Term, reasonable wear and tear and damage by casualty or condemnation excepted.

17. Miscellaneous License Terms.

17.1. This License may only be modified by a signed writing executed by both parties, constitutes the entire agreement between the parties regarding the Area, may be executed electronically and in counterparts, and will be construed under the laws of the State in which the Area is located.

17.2. Neither party shall be liable to the other for any special, consequential, or punitive damages.

17.3. Payment, surrender, and indemnity obligations herein will survive termination of this License.

[Signatures Follow]

The parties have executed this Agreement effective as of the last of the dates written below (the "**Effective Date**").

**Licensors**

**Johnston Enterprises**\_\_\_\_\_

By: 

Name: Michael Eddy

Title: Regional Director of Operations

Dated: 7/11/23

**Victory Packaging, L.P**

DocuSigned by:

By: 

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Name: Ben Haislip

Title: SVP & Treasurer

Dated: 7/25/2023

DS

MR

**With initial address(es) for notices:**

To Victory Packaging, L.P:

Victory Packaging, L.P \_\_\_\_\_  
1000 Abernathy Road NE  
Atlanta, GA 30328  
ATTN: General Counsel (Re: Real Estate/MER)

To Licensors:

Johnston Enterprises  
7300 Clyde Park Ave. SW  
Byron Center, MI 49315

EXHIBIT A

Area Drawing or Plan

