

## PARKING LICENSE AGREEMENT

This Parking License Agreement ("Agreement") is made by and between Boucher Holdings, LLC ("Licensor") and Boucher Nissan of Waukesha, Inc. ("Licensee"), as of the 15<sup>th</sup> day of July, 2021 ("Effective Date").

### RECITALS

A. Licensor is the owner of the parking lot, building and improvements at 1531 E. Moreland Boulevard in Waukesha, Wisconsin which was formerly known as the Pick and Save but will soon be the Boucher Auto Body and Vehicle Sales/Service facility.

B. Licensee operates a Nissan automobile dealership immediately just to the west of the Property, at 1451 E. Moreland across Manhattan Drive as well as the service building located at 1610 Manhattan Drive.

C. Licensee has requested, and Licensor is willing to grant, a license for parking of passenger automobiles and small trucks on the licensed premises ("Licensed Premises") as depicted and highlighted in blue on the attached and incorporated Exhibit A, subject however to the limitations, covenants and agreements as set forth in this Agreement.

### AGREEMENT

NOW THEREFORE, Licensor and Licensee hereby agree as follows:

1. **LICENSE.** Licensor licenses to Licensee the right to use the Licensed Premises for parking up to a total of 26 motor vehicles which may be a combination of passenger cars and small trucks ("Permitted Vehicles") as shown and marked in red on Exhibit A during the Term of this License (as defined below). This license is subject to municipal and zoning ordinances and recorded covenants, easements and restrictions.

2. **TERM; RENT.**

a. The term ("Term") of this License is month-to-month commencing on the Effective Date. The Term of this Agreement shall continue on such month-to-month basis until either party notifies the other in writing of its intention to terminate this Agreement, which effective date of termination shall be the final day of the month immediately following the month in which notice of termination is given.

b. Rent for this License shall be five thousand Dollars (\$5,000.00) per month, due and payable on or before the Effective Date, and on the fifteenth day of each and every month thereafter during the Term. Rent for partial months, if any, shall be prorated on a daily basis.

3. **USE.** The Licensed Premises shall be used for parking by Licensee of Permitted Vehicles and for no other use. Licensee shall not permit motor vehicles to be sold, washed, repaired or serviced within the Licensed Premises. Licensee shall fully comply with all directives, laws, ordinances, rules and regulations of any public authorities having jurisdiction over the Property, and reasonable rules and regulations promulgated by Licensor. Except as to rights granted under this Agreement, Licensee acknowledges Licensee has no rights in the Licensed Premises or any other part of the Property.

4. **CONDITION.** Licensee acknowledges and agrees that it has examined the Licensed Premises, knows the condition thereof and accepts the same in "AS IS" condition. No representations or warranties as to the condition or repair of the Licensed Premises have been made by Licensor or its agent prior to or at the execution of this License. Licensor shall not be required to repair or maintain the Licensed Premises in any manner whatsoever for Licensee's use, including without limitation, ice control or snow removal from the Licensed Premises. All responsibilities of maintenance, repair, ice control and snow removal and cost thereof during the Term shall be borne solely by Licensee.

5. **INSURANCE.** Licensee shall, at its own cost and expense, during the Term hereof, carry a policy of commercial general liability insurance naming Licensor, as an additional insured under a commercial general liability insurance policy insuring against injury to persons or death of persons and damage to property from occurrence in any way related to this Agreement, in an amount not less than \$2,000,000 combined single limit. Such policy shall contain a clause that the insurer will not cancel or change the insurance without first giving Licensor thirty (30) days' prior written notice. The insurance shall be with an insurance company approved by Licensor and a certificate of insurance in form reasonably acceptable to Licensor shall be delivered to Licensor prior to the commencement of the Term and not less than thirty (30) days prior to the expiration of such coverage.

6. **INDEMNIFICATION.** Licensee shall indemnify, defend and hold Licensor harmless against all penalties, claims, demands, liabilities and expenses of whatever nature in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Licensed Premises caused by act, omission or negligence of Licensee or Licensee's employees or any failure by Licensee to perform and observe all of the covenants and agreements contained in this License on Licensee's part to be performed and observed. The foregoing indemnity shall include all costs incurred by Licensor in the event any claims, actions or proceedings are brought against Licensee or Licensor relative to the Licensed Premises, including, but not limited to, attorney fees incurred by Licensor. Licensee's obligations hereunder shall survive the termination of this Agreement.

7. **NO LIABILITY OF LICENSOR.** The use of the Licensed Premises by Licensee and Licensee's employees shall be at their sole risk, and Licensor shall not be responsible or liable to Licensee or anyone claiming through or under Licensee for any loss, damage or injury to any person or property from any cause whatsoever. Licensee acknowledges that Licensor shall not be liable to Licensee for loss or damage to any vehicles or to any personal property located herein due to fire, theft, vandalism, malicious mischief, collision or any other cause.

8. **ASSIGNMENT AND SUBLETTING.** Licensee shall not assign this Agreement or in any manner transfer this Agreement or any estate or interest therein, or sublet any part of the Licensed Premises. Licensee shall not permit the use or occupancy of the Licensed Premises or any part thereof by anyone for any purpose other than Licensee's parking of Permitted Vehicles.

9. **ALTERATIONS AND SIGNS.** No alterations shall be made to the Licensed Premises nor shall any signs be installed by Licensee except with the prior written consent of Licensor in Licensor's sole discretion. In the event Licensor consents to any alterations or signs by Licensee, then the same must be made at Licensee's own cost and expense and in a good workmanlike manner in accordance with all laws, ordinances and codes relating thereto, with Licensee first having obtained all required permits, at Licensee's expense.

10. ENTRY. Licensor and its authorized representatives shall have access to the Licensed Premises at all times.

11. LIENS. Licensee shall not suffer or permit any liens under any construction lien law or similar law to be filed or recorded against the Property or against the interest or either Licensor or Licensee therein by virtue of work performed for Licensee. If any such lien is ever filed or recorded based on work performed for Licensee, Licensee shall immediately obtain the release of record of such lien.

12. DEFAULT; SURRENDER.

a. If: (i) Licensee fails to pay the rent when due, and such failure continues for more than thirty (30) days after notice has been given to Licensee; or (ii) Licensee fails to perform or observe any other requirement of this License to be performed or observed by Licensee, which failure continues for more than five (5) days after notice of such failure has been given to Licensee, then Licensee shall be in default, and Licensor may terminate this Agreement by written notice to Licensor as of the date stated in such notice and, upon such effective date of termination, Licensee shall have no further rights or obligations under this Agreement, except as accruing prior to such effective date of termination.

b. Upon the expiration of the Term, or any earlier termination thereof, Licensee shall cease all usage of the Licensed Area and any other portion of the Property. If Licensee fails to cease usage after the expiration of the Term hereof, or any earlier termination, Licensee shall be deemed a possessor without rights and shall pay to Licensor an amount equal to 200% of the rent payable immediately prior to such holdover. During any such holdover occupancy, Licensee shall be deemed without claim of right, and subject to all other rights and remedies of Licensor and additionally, any and all other costs and expenses incurred by Licensor as a result of such holdover shall be payable by Licensee to Licensor upon demand.

13. NOTICES. All notices required or desired to be given hereunder shall be in writing and shall be deemed properly served if: (i) delivered in person; (ii) electronically transmitted; or (iii) sent by nationally recognized commercial overnight courier to the following addresses, or to such other addresses as either party may subsequently designate, consistent with this notice provision:

IF TO LICENSOR:                   Boucher Holdings,  
  Attn: Aldo Bonfiglio, CFO  
  4141 S. 108<sup>th</sup> Street  
  Greenfield, WI 53228  
  Telephone: 414-427-4141  
  E-mail: daniel.nienhuis@boucher.com

IF TO LICENSEE:                   Boucher Nissan of Waukesha, Inc.  
  Attn: Legal Department  
  4141 S. 108<sup>th</sup> Street  
  Greenfield, WI 53228  
  Telephone: 414-427-4141  
  E-mail: daniel.nienhuis@boucher.com

For purposes of this Agreement, all notices shall be deemed received on the date of delivery or transmittal, if personally delivered or electronically transmitted prior to 3 PM recipient's local time on a business day, otherwise on the next regularly occurring business day. Notices sent by nationally recognized commercial overnight courier shall be deemed received on the business day following deposit.

14. MISCELLANEOUS.

a. This Agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin.

b. This Agreement alone contains the entire integrated understanding of the parties. Any prior understanding, whether oral or written, regarding the subject matter of this Agreement shall be deemed merged into this Agreement.

c. This Agreement may only be amended by written instrument signed by both parties.

d. This Agreement shall be binding upon the parties hereto and upon the successors and permitted assigns of such parties.

e. This Agreement may be signed in two or more counterparts, all of which when taken together shall constitute one and the same instrument. The parties agree that signed counterparts of this Agreement transmitted electronically shall be as valid and binding as an original for all purposes.

This Agreement is made as of the Effective Date.

**LICENSOR:  
BOUCHER HOLDINGS, LLC**

By:  \_\_\_\_\_  
Aldo Bonfiglio, Vice President

**LICENSEE:  
BOUCHER NISSAN OF WAUKESHA, INC.**

By:  \_\_\_\_\_  
Daniel G. Nienhuis, General Counsel



