

Fill in this information to identify the case:

Debtor Lordstown EV Corporation

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 23-10832

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>275 Hills Tech Ventures LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? See summary page Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Contact phone <u>2488656500</u> Contact email <u>ssturing@aidenbaum.com</u>	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____ Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>1595</u> Filed on <u>11/24/23</u> MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: __ __ __ __
7. How much is the claim?	\$ <u>253255.26</u> . Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>lease of real property in Farmington Hills, MI</u>
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input checked="" type="checkbox"/> Other. Describe: <u>security deposit</u> Basis for perfection: <u>possession</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: <u>\$ 69468.76</u> Amount of the claim that is secured: <u>\$ 69468.76</u> Amount of the claim that is unsecured: <u>\$ 183786.5</u> (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: <u>\$ 0</u> Annual Interest Rate (when case was filed) <u>12.25</u> % <input type="checkbox"/> Fixed <input checked="" type="checkbox"/> Variable
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. <u>\$ 0</u>
11. Is this claim subject to a right of setoff?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Identify the property: <u>security deposit</u>



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/05/2023
MM / DD / YYYY

/s/Sara Sturing
Signature

Print the name of the person who is completing and signing this claim:

Name Sara Sturing
First name Middle name Last name

Title Attorney

Company Aidenbaum Schloff and Bloom PLLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 709-4757 | International 424-236-7235

Debtor: 23-10832 - Lordstown EV Corporation District: District of Delaware		
Creditor: 275 Hills Tech Ventures LLC Aidenbaum Schloff and Bloom PLLC 6960 Orchard Lake Road, Suite 250 West Bloomfield, MI, 48322-4584 United States Phone: 2488656500 Phone 2: Fax: Email: ssturing@aidenbaum.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor:	Amends Claim: Yes - 1595, 11/24/23 Acquired Claim: No	
Basis of Claim: lease of real property in Farmington Hills, MI	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 253255.26	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: Yes: 69468.76 Amount of 503(b)(9): No Based on Lease: Yes, 0 Subject to Right of Setoff: Yes, security deposit	Nature of Secured Amount: Other Describe: security deposit Value of Property: 69468.76 Annual Interest Rate: 12.25%, Variable Arrearage Amount: 0 Basis for Perfection: possession Amount Unsecured: 183786.5	
Submitted By: Sara Sturing on 05-Dec-2023 3:11:21 p.m. Eastern Time Title: Attorney Company: Aidenbaum Schloff and Bloom PLLC		

LEASE

THIS LEASE is made this 30th day of August, 2022 (the "Effective Date"), between the following parties:

Landlord: **275 Hills Tech Ventures LLC, a Michigan limited liability company**
Landlord Address: P.O. Box 668, Troy, MI 48099
Base Rent Payments shall be made payable to: 275 Hills Tech Ventures LLC
Mail rent and all other payments to: Liberty Property and Asset Management, P.O. Box 668, Troy, MI 48099
Emails for notices: john@ventureinv.com and ashulin@libertypropertymgmt.com

Tenant: **Lordstown EV Corporation, a Delaware corporation**
2300 Hallock Young Road, S.W.
Lordstown, OH 44481
Attn: Adam Kroll, Chief Financial Officer and Legal Department
Emails for notices: adam.kroll@lordstownmotors.com and legal@lordstownmotors.com

together with

MIH EV Design LLC, a Delaware limited liability company
26555 Evergreen Rd., Suite 1540
Southfield, MI 48076-4206
Attn: Edward Hightower, Chief Executive Officer
Emails for notices: edward.hightower@lordstownmotors.com and legal@lordstownmotors.com

Lease of Premises:

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant hereunder, hereby leases to Tenant the premises described in Section A of the Summary below (the "Premises"), located on the second floor in that building at **27000 Hills Tech Court, Farmington Hills, MI 48331** ("the Building"), which Premises are outlined and shown, approximately, on the proposed floor plan attached hereto as Exhibit "A", and together with the parking rights described below and other nonexclusive use of the common areas and facilities in, adjacent or appurtenant to the Building in common with Landlord and the tenants (and their respective agents, employees, customers and invitees) of the Building.

Summary of Lease Terms:

The following is intended to summarize the pertinent terms of the Lease and is not intended to be exhaustive. In the event anything set forth in this Summary conflicts with other specific provisions of this Lease, the latter shall be deemed in control in the absence of express contrary intent:

A. The Premises: Approximately **33,345** rentable square feet (rsf) being designated as Suite Number 200.

B. Parking: Tenant shall have the right to use a proportionate share of unreserved surface parking, on a first-come, first-served basis, at no additional charge. The parking spaces shall be provided at a ratio of not less than 4.00 per 1,000 square feet of the Building. Additionally, Landlord shall provide at no additional charge to Tenant six (6) dedicated parking spaces of which (3) are to be adjacent to the front entrance and the other three (3) of which are to be located across the drive aisle from the front entrance the final locations of which are to be designated by Tenant prior to the Commencement Date, each marked with signage specifically for Tenant's use provided in no event shall Landlord be responsible in any manner whatsoever for enforcing or monitoring the use of such spaces.

C. The Term:

Commencement Date:
Expiration Date:

The date that is five days after the Effective Date.
The last day of the 24th full calendar month following the Commencement Date.

D. Base Rent:

Period	\$ / RSF / YR	Annualized	Monthly
Commencement Date - 8/31/2023	\$12.50	\$ 416,812.50	\$ 34,734.38
9/1/23 - Expiration Date	\$13.75	\$ 458,493.75	\$ 38,207.81



Tenant shall pay Rent for any partial months during the term on a day-for-day basis (e.g., Commencement Date through 8-31-22), with Base Rent calculated based on the annual rate of per rentable square foot of the Premises per above schedule. ***In addition to the Security Deposit provided below, Tenant shall pay to Landlord the first full month's Base Rent (i.e., \$34,734.38) upon signing this Lease.**

E. **The Use:** General office and Laboratory

F. **The Tenant's Percentage:** 35.20%

G. **Security Deposit:** One Hundred Thirty-eight Thousand Nine Hundred Thirty-seven and 52/100 Dollars (\$138,937.52)

H. **Limits of Insurance Liability:**

Bodily Injury:	\$ 500,000.00 per person
	\$ 1,000,000.00 per occurrence
Property Damage:	\$ 250,000.00 per occurrence

I. **Broker:** The Hayman Company representing Landlord and Signature Associates representing Tenant.



STANDARD COVENANTS, TERMS AND CONDITIONS

1. **Term.** The term of this Lease shall commence on the Commencement Date as set forth in Section "C" of the Summary. The term "Commencement Date", as used in this lease, shall mean the date on which the term commences. The term shall end, and the Expiration Date shall be, as set forth in Section "C" of the Summary unless the same is extended as hereinafter provided.

If Tenant shall not be in default under any of the terms and conditions of this Lease either at the time of exercise of the right to extend the term set forth herein or as of the last day of the initial term or the first Extension Period, as applicable, Tenant shall have the right to extend the term of this Lease for two (2) periods of one (1) year each (each, an "Extension Period") beyond the initial term. All of the covenants, agreements, terms and conditions of this Lease shall prevail and be fully performed by Landlord and Tenant during any Extension Period except that the Base Rent payable during any Extension Period shall be \$14.00 per rsf/yr (i.e., \$38,902.50 per month). Written notice to extend the term of this Lease must be delivered by Tenant to Landlord not less than One Hundred Twenty (120) days or more than Two Hundred Seventy (270) days prior to the expiration of the initial term or the first Extension Period, as applicable. Such notice shall be delivered by certified mail, return receipt requested, to Landlord at Landlord's notice address provided for on the summary page of this Lease or such other address as Landlord may designate in writing pursuant to Section 33 below. Failure of Tenant to exercise such right within the time frame and in the manner provided shall render such right null and void and of no further force or effect. Notwithstanding the foregoing provisions of this Section to the contrary, Tenant shall have no right to exercise such right to extend, if: (i) at any time during the term, Landlord shall have instituted eviction proceedings or other action at law or in equity against Tenant for non-payment of rent; or (ii) Tenant and/or any guarantors of the obligations of Tenant under this Lease shall have been adjudicated bankrupt or adjudged to be insolvent or a receiver or trustee shall have been appointed to handle their affairs, or said Tenant and/or guarantors shall have made an assignment for the benefit of creditors or shall have filed a petition for bankruptcy or insolvency or for reorganization or arrangement or shall have made application for the appointment of a receiver, or if such petition, execution or attachment shall have been filed or issued against Tenant and/or any said guarantors or their property and such a petition, execution or attachment shall not have been set aside, dismissed, vacated and/or discharged within thirty (30) days after the issuance of the same.

2. **Tenant/Landlord Improvements.** Landlord shall deliver the Premises to Tenant in its present "AS-IS, WHERE IS" condition, subject to Landlord's representations made in Section 29. Other than the Landlord's Work described on the attached Exhibit "B" hereto, which improvements may be completed while Tenant is occupying the Premises, Landlord shall not have any other obligations to make any Tenant-requested improvements. Any other Tenant-requested improvements to the Premises shall be Tenant's responsibility to complete at Tenant's sole cost and expense. Notwithstanding the foregoing, Landlord will be responsible for any improvements necessary to bring the Premises into compliance with all applicable zoning, municipal, county, state and federal laws, regulations, ordinances and codes (including but not limited to Americans with Disabilities) ("Compliance Work"); provided, however, Landlord shall not have any obligation to complete any work to the extent any such work is required as a result of any non-general office and laboratory use of the Premises by Tenant and the Compliance Work only pertains to initially preparing the Premises for general office and laboratory use in the laboratory part of the Premises, as applicable. Without limitation, Tenant shall be obligated at its expense to perform and complete all Tenant-requested improvements (other than Landlord's Work, any Compliance Work, or other maintenance type work expressly required of Landlord pursuant to this Lease, all of which will be performed by Landlord at its sole cost) to the Premises, including, but not limited to, all improvements, work and requirements (other than Landlord's Work, any Compliance Work, or other maintenance type work expressly required of Landlord pursuant to this Lease) required by Tenant in order to use the Premises for Tenant's use including, without limitation, installing, maintenance or repairs to phone lines, cabling and any communication wiring or cable in the Premises regardless of whether such communication wiring or cabling is new or existing.

3. **Rent.** Tenant shall pay to Landlord as the "Base Rent" for the Premises, during the term hereof, the amount set forth in Section "D" of the Summary. Except as provided below, each monthly installment shall be paid and received in advance, on or before the first day of each and every month (the "Rent Day") during the term, at the above address under Landlord, or at such other place as Landlord may designate from time to time in writing. If Tenant shall fail to pay the Base Rent or any additional rent within five (5) days after the same shall be due, in addition to such other remedies and impositions as may be provided for elsewhere in this Lease, the amount unpaid shall be subject to a late payment charge, as additional rent, of One Hundred Fifty (\$150.00) Dollars in each instance to cover Landlord's additional administrative costs. Each late payment charge shall be paid on the Rent Day immediately following the time the late payment charge is incurred. Wherever in this Lease Tenant is to pay any amount to Landlord, whether designated "Base Rent", "Late Payment Charge", "Additional Rent", "Rent" or otherwise, such amount, together with any interest added pursuant to Section 19, shall be deemed rent for all purposes under this Lease. All invoices issued by Landlord as authorized by the Lease must provide reasonably sufficient detail regarding the charges and include reasonable supporting back-up, as applicable. However, failure of Landlord to provide any such invoices and/or back-up shall not relieve Tenant of any obligation to pay such

amount, and Tenant's failure to pay any such amounts when Landlord has not provided invoices and/or back-up shall not constitute a breach by Tenant or trigger any late payment charge. In no event shall Landlord be required to provide any invoices as a condition of such payment of Base Rent or any other regularly, recurring monthly charges provided for under the Lease.

4. **Janitorial Services.** Landlord to provide for janitorial services for the common areas of the Building. Tenant is responsible at its cost for all janitorial services required in the Premises provided that Landlord will provide janitorial at Tenant's request for an extra charge to be mutually agreed upon.

5. **Injuries to Person and Property.** Except to the extent caused by Landlord's negligence, Landlord shall not be liable for injury to person or property arising out of the acts, omissions or neglect of Tenant, its servants, agents, employees, licensees, or any other occupant of or visitor of the Building or the Premises, or of any person in or about the Building or the Premises, or of owners or occupants of or persons on or about surrounding properties; nor for injury to person or property arising out of the condition of the Building, or by or from the bursting, stoppage or leaking of or from any pipes or drains, or from the malfunctioning of any utility, facility or installation. Tenant shall at its expense defend, indemnify and save Landlord harmless from any loss, damage, claim of damage, liability or expense arising directly or indirectly out of or in connection with the use, disuse or misuse of the Premises by Tenant or any other person, the acts or omissions of Tenant, its licensees, servants, agents, employees or contractors, or the failure of Tenant to comply with the Rules and Regulations promulgated by Landlord or with any provision of this Lease. All property kept, stored, or maintained by Tenant in and about the Premises shall be kept, stored or maintained at the sole risk of Tenant.

6. **Alterations.** Tenant will make no alterations, additions or improvements to the Premises without first obtaining the written consent of the Landlord, such consent not to be unreasonably withheld, conditioned or delayed. Any such work shall only be performed during Business Hours (as defined elsewhere) and by such contractors and subcontractors as may be then employed, or approved of in writing, by Landlord (except with respect to movable furniture and trade fixtures), which approval will not be unreasonably withheld, conditioned, or delayed. All alterations, additions, improvements and replacements made or provided by either party upon the Premises, except movable furniture and trade fixtures provided at Tenant's expense, shall be the property of Landlord, and shall remain upon and be surrendered with the Premises upon termination, without molestation or injury. Tenant shall keep the Premises free of liens of any sort arising out of or in connection with the work done upon or in the Premises by Tenant or pursuant to its authority. Prior to commencing any such work that requires Landlord's consent and as a condition to obtaining Landlord's consent, Tenant must furnish Landlord with plans and specifications reasonably acceptable to Landlord; names and addresses of contractors reasonably acceptable to Landlord; copies of contracts; necessary permits; and evidence of contractor's and subcontractor's insurance. All such improvements, alterations or additions shall be constructed in a good and workmanlike manner using building standard materials or other new materials of equal or greater quality. Landlord shall provide, in writing, its consent or its withholding of consent to any improvements, alterations and/or additions request from Tenant within ten (10) days following receipt of the alterations request and shall state with reasonable detail the reasons for Landlord's withholding of consent and the reasonable modifications required to be made to the alterations in order for Landlord to provide its consent to the same. If Landlord fails to so respond within such ten (10) day period, Tenant may deliver a second request to Landlord with a legend in bold and prominent print stating that "FAILURE TO REPLY TO THIS REQUEST FOR APPROVAL OF TENANT'S ALTERATIONS WITHIN FIVE (5) DAYS MAY BE DEEMED TO BE LANDLORD'S APPROVAL" and, if Landlord fails to approve or disapprove of the improvements, additions, and/or alterations in question within five (5) days following delivery of such second notice, then Landlord shall be deemed to have consented to the proposed alterations. Landlord's approval of Tenant's plans and specifications for any work performed for or on behalf of Tenant shall not be deemed to be a representation by Landlord that such plans and specifications comply with applicable insurance requirements, building codes, ordinances, laws or regulations or that the alterations, additions and improvements constructed in accordance with such plans and specifications will be adequate for Tenant's use. Notwithstanding anything contained herein to the contrary, Tenant shall have the right at Tenant's expense without the consent of Landlord to make changes to any window treatments that Tenant desires provided that any installed window treatments are customary type office window treatments of good quality.

7. **Insurance.** Tenant shall not do anything in or about the Premises which will in any way actually increase the insurance rates of the Premises and/or the Building. Tenant agrees to pay as additional rent any increases in premiums for insurance that may be charged during the term of this Lease on the amount of insurance carried by Landlord on the Premises and/or the Building, directly resulting from the use and occupancy of the Premises by Tenant other than for office, laboratory and incidental and ordinary related uses whether or not Landlord has consented to same. In such a case, Landlord will provide Tenant with a statement notifying Tenant of such increase as well as all supporting documentation.

Tenant shall, during the entire term hereof, keep in full force and effect comprehensive general liability insurance with respect to the Premises with contractual liability endorsement in which the limits of liability shall not be less than the amounts set forth in Section

"H" of the Summary, in a form and with a company or companies reasonably acceptable to Landlord. Landlord shall be named as an additional insured under all such insurance contracts, and a current certificate evidencing such coverage and any renewals thereof shall be furnished Landlord at all times hereunder. In the event Tenant fails to keep such insurance in force, Landlord may provide Tenant ten (10) day written notice of its intent to secure such insurance at Tenant's expense, and if Tenant has not procured same during this ten (10) day period, then Landlord may secure such insurance at a reasonable rate for a period not to exceed the Term in effect, and the premium therefor shall be paid as additional rent by Tenant within five (5) days after being billed therefor.

During the term of this Lease or any extensions or renewals thereof, the Landlord shall keep insured for the mutual benefit of Landlord and Tenant the buildings, improvements and building equipment on the Premises against loss or damage by fire, vandalism, malicious mischief and against such other risks, of a similar or dissimilar nature, as shall be insurable against under present or future forms of fire and extended coverage policies which are standard for use in the State of Michigan in amounts not less than 100% of the actual replacement value of said buildings, improvements and building equipment.

All such policies or certificates shall contain an agreement by the insurers that such policies shall not be canceled or materially changed without at least thirty (30) days prior written notice to Landlord or Tenant, as applicable, and shall provide that any loss shall be payable notwithstanding any act of negligence of Tenant or Landlord which might otherwise result in forfeiture of said insurance. All policies of insurance provided for in this Section and any other policies with respect to the Premises procured by Tenant shall name Tenant and Landlord as the insured, as their respective interests appear. Every fire and extended coverage insurance policy shall include a mortgage endorsement in favor of any mortgagee designated by Landlord. All proceeds of insurance policies set forth in this Section shall be paid directly to Landlord by the insurance company insuring the Premises.

8. Care of Premises. Unless caused by Tenant or Tenant's agents' negligence, Landlord shall (at Landlord's expense) make all necessary repairs and replacements to the following parts of the Premises including, exterior entrance doors, plate glass at the entry, if any, and to the heating, plumbing, air conditioning, and electrical systems located therein, including all such repairs and replacements required due to fire, casualty or other act of God. The interior of the Premises and appurtenances shall at all times be kept in good order, condition and repair by Tenant. Tenant, at its sole cost and expense, shall keep the Premises at all times in good condition (except for reasonable wear and tear), and in a sanitary condition in accordance with the laws of the State of Michigan, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector or other proper officers of any governmental agencies having jurisdiction. Tenant shall comply with all requirements of law, ordinance or otherwise, pertaining to or affecting the Premises provided that Landlord shall be responsible for completing, if applicable, the Compliance Work as described above in Section 2. Landlord shall (at Landlord's expense) keep the common areas of the Building in good condition and repair (except for reasonable wear and tear), including without limitation the elevator. Landlord shall (at Landlord's expense) comply with all requirements of law, ordinance or otherwise, pertaining to the common areas of the Building. Tenant shall bear the full cost of the repair (or replacement as needed) of all damage to the Premises or to Building or its fixtures and equipment caused by the negligence or default of Tenant, its servants, employees, agents, invited visitors or licensees. In such event, Landlord may, at its option, either authorize Tenant and its contractors (subject to Landlord's written approval prior to the commencement of any work, not to be unreasonably withheld, conditioned, or delayed) to undertake such repair or replacement, or after five (5) days written notice to Tenant cause such repair or replacement to be undertaken by Landlord's own employees, agents or contractors, at a commercially reasonable cost, for the account of Tenant. If Tenant, having been authorized to do so, fails to promptly commence and expeditiously carry out such repairs and/or replacements, or if Landlord has elected to make such repairs or replacements itself, Landlord may do so at Tenant's expense and the commercially reasonable cost thereof shall be paid by Tenant as additional rent to Landlord within thirty (30) days after being billed therefor. Tenant shall permit no waste or nuisance upon or damage or injury to the Premises or utilities thereto. See attached Exhibit "E" pertaining to elevator service, re-lamping.

9. Payment for Services Rendered by Landlord. In the event that Landlord at any time shall, at the request of Tenant or on Tenant's behalf, either perform or cause to be performed, itself or by its agents, employees or contractors, any work in connection with the Premises, or shall supply or cause to be supplied any materials to the Premises, whether pursuant to Section 6 or otherwise, and the cost of such services, work or materials is to be borne by Tenant under the terms of this Lease or otherwise, Landlord shall invoice Tenant for the actual cost for same plus twelve and one-half percent (12.5%) of such cost as a coordination and administration fee, which sum shall be payable by Tenant within thirty (30) days after being billed therefor.

10. Utility Charges.

(a) Landlord agrees to furnish, or cause to be furnished by the appropriate utilities, during Business Hours, heating, ventilation and air conditioning as required, to provide reasonably comfortable temperatures; at all other times, temperatures inside the Premises must remain between sixty-five degrees (65°) and seventy-five degrees (75°). "Business Hours" are 7:00 a.m. through 7:00

p.m. on weekdays and 8:00 a.m. through 4:00 p.m. on Saturdays, Sundays, and do not include holidays. Holidays are New Year's Day, Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. For the avoidance of any doubt, "utilities" as used herein includes water, gas, electric (subject to reimbursements provided for herein), as applicable, and shall not include internet and communication services and Tenant shall be responsible at its own expense for procuring its own internet and/or communication as it deems necessary.

(b) Landlord shall not be liable for any stoppage or interruption of utility or services supplied to the Premises or Building ("Services") by reason of riot, strike, fire, flooding, labor disputes, energy shortage, inability to obtain supplies or materials from the usual source of supply, inevitable accident or breakdown, or for the stoppage to or interruption of any such services for the purpose of making routine or necessary maintenance and repairs, or by another reason beyond the reasonable control of Landlord. No such stoppage or interruption in Services lasting less than thirty (30) days shall relieve the Tenant from Tenant's obligation to pay the full amount of rent under this Lease or constitute or be construed as a constructive or other eviction of Tenant; provided, however, if there is an interruption or failure in Services caused by Landlord's negligence or willful misconduct, which lasts for a period of three (3) consecutive Business Days, then Tenant, as its sole and exclusive remedy with respect thereto, may abate Base Rent in proportion to the days Tenant is unable to operate its business in the Premises as a result of such interruption or failures and Landlord shall compensate Tenant for any of Tenant's actual and reasonable out-of-pocket expenses related to such interruption or failure in Services, such as for temporary meeting space, etc. In the event of any stoppage or interruption in Services lasting thirty (30) days or more, either Landlord or Tenant may elect to terminate this Lease upon written notice to the other and the rent shall thereupon be adjusted to the date of the failure of Services. In such an event, Landlord will reimburse Tenant its actual and reasonable relocation costs.

(c) Water will be furnished to the lavatories, toilets and other plumbing fixtures for customary and usual office usage.

(d) Tenant agrees to purchase from Landlord, at the flat rate of \$0.12 per square foot of the Premises per month, electricity for lights and electrical outlets. The amount specified in the preceding sentence is the current charge being imposed by the Landlord for the electricity to be consumed by the Tenant in the Premises and the same is subject to increase (but without any mark-up by Landlord) in the event the electric utility provider increases the prevailing rate. In lieu of the foregoing flat fee arrangement, Landlord may opt (or Tenant may require Landlord) to contract an energy management company to survey Tenant's actual usage, and Tenant shall reimburse Landlord for the monthly cost of Tenant's actual electrical usage. Further, in lieu of the foregoing, Tenant shall have the right, at any time, at its expense, to install one or more electrical meters, metering Tenant's use of electricity in the Premises, in which event, Tenant, in lieu of the foregoing amount, will pay either to the Landlord, or directly to the utility company, as the case may be, the amount shown to be due based upon the meter reading.

11. Use of Premises. The Premises shall be used for the purpose described in Section "E" of the Summary and for such other or added purposes as may receive the prior written approval of Landlord, but in no event shall Tenant use or permit the use of any part of the Premises in violation of any laws, ordinances, rules or regulations of any municipal, county, state or federal body. Tenant shall not place a load upon any floor of the Premises exceeding the floor load per square foot area which such floor was designed to carry as communicated in writing to Tenant by Landlord and which is allowed by law. Landlord reserves the right to reasonably prescribe the weight and position of all equipment, furniture, file cabinets and other heavy objects which must be placed so as to distribute the weight. Business machines and mechanical equipment shall be placed and maintained by Tenant at Tenant's expense in settings sufficient in Landlord's reasonable judgment to absorb and prevent vibration, noise and annoyance.

12. Damage. If any part of the Premises is damaged by fire or other casualty, Landlord shall, unless it elects to terminate this Lease as provided herein, proceed with reasonable speed to repair the damage, and, if such damage renders the Premises untenantable and was not directly caused by the neglect or default of Tenant, its servants, agents, employees, invited visitors or licensees, there shall be an equitable abatement of rent for the period during which, and to the extent that, the Premises are untenantable. If repair of the Premises is delayed by Tenant's failure to adjust its own insurance claim or remove its personal property, there shall be no abatement for the period of such delay. Repairs by Landlord of any damage shall be performed in a timely manner and shall not constitute a waiver of any claim which Landlord or its insurer may make against Tenant, its servants, agents, employees, invited visitors or licensees by reason of such damage. If the Building is damaged by fire or other casualty to the point where it is unreasonable for Tenant to operate, and if either Landlord or Tenant so elects, whether or not the Premises have been damaged, this Lease may be terminated by Landlord or Tenant upon written notice to the other and the rent shall thereupon be adjusted to the date of the fire or other casualty.

13. Move-In. All activities of Tenant in connection with either its move into the Premises at the commencement of this Lease or its move out of the Premises at any time (whether or not upon the termination hereof) shall be subject to the following:

(i) Tenant shall be responsible for the active supervision (on-site) of all workmen and others performing the move, and shall indemnify and hold harmless Landlord against and from all liability for damage to property (whether belonging to Landlord, other tenants or any other person) and injuries to persons in connection with the move and the actions, or failure to act, of or by those performing the move, and Tenant shall use commercially reasonable efforts not to disrupt the operation of business by the other tenants in the Building;

(ii) Tenant shall be responsible for any damage to the Building, the common areas thereof, the Premises, or the premises and property of other tenants shown to be caused by or incurred in connection with the move or the activities connected therewith. Landlord shall perform such inspection(s) and shall deliver to Tenant an invoice for the repair of all such damage or the replacement, if necessary, of damaged items, if any. All determinations of the extent of damage and the costs of repair or replacement shall be made by Landlord in its reasonable discretion. The invoiced sums shall constitute amounts included within and payable under Section 9 above.

Further, Landlord agrees that Tenant may survey the furniture in the Premises prior to the Commencement Date; Tenant may select certain furniture and non-attached fixtures, if any, to remain ("Tenant's Furniture"), and Landlord will, within five (5) days after Tenant provides notice of such selection remove the furniture or non-attached fixtures not selected and Tenant shall not have any interest in such removed furniture or non-fixtures. Landlord makes no representations or warranties whatsoever about Tenant's Furniture including, without limitation, the condition or suitability thereof for use by Tenant or anyone else.

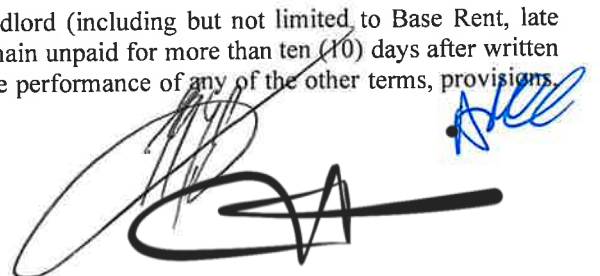
14. Access to Premises. After reasonable advance notice, Tenant shall permit Landlord and its agents access to the Premises at all reasonable hours for the purpose of examining the Premises, erecting and maintaining pipes and conduits in and through the Premises and making any repairs, alterations, or additions which the Landlord may deem necessary for the safety, preservation or improvement of the Premises or the Building, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefor and to perform such acts without the same constituting an eviction of Tenant in whole or in part and the rent reserved shall in no wise abate while said repairs, alterations, improvements or additions are being made. Nothing herein contained shall be deemed to impose upon Landlord any obligation for the care, supervision or repair of the Building or the Premises which is not elsewhere specifically set forth in the Lease.

15. Eminent Domain. If the Premises are taken by any public authority under power of eminent domain, the term of this Lease shall cease as of the day possession shall be taken by such authority and Tenant shall be entitled to a pro rata refund of any rent paid in advance. All damages awarded for such taking shall belong to and be the property of Landlord irrespective of the basis upon which they are awarded, except that Landlord shall not be entitled to any portion of the award made to Tenant for removal and reinstallation of fixtures or moving expenses.

16. Assignment or Subletting. Tenant agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of Landlord, which shall not be unreasonably withheld, and not to sublet the Premises or any part or parts thereof or allow anyone to use or to come in with, through or under it without like consent. Notwithstanding the foregoing provisions, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent, to MIH EV Design LLC, or its successors, or any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from the merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant as a going concern of the business that is being conducted on the Premises, provided that said Tenant remains responsible, in full, of the obligations of Tenant under this Lease.

17. Surrender. At the expiration of the term of this Lease, or upon the sooner termination thereof, Tenant shall surrender the Premises broom clean and in as good condition and repair as they were at the time Tenant took possession, reasonable wear and tear excepted, and shall promptly upon surrender deliver all keys for the Premises to Landlord at Landlord's address. Tenant may, at its option, either leave Tenant's Furniture in the Premises (in which case Landlord will be free to do as it pleases with the Tenant's Furniture) or take ownership and possession of Tenant's Furniture at the expiration of the Term.

18. Breach; Insolvency; Re-entry. If any rent payable by Tenant to Landlord (including but not limited to Base Rent, late charge and additional rental that is expressly payable hereunder) shall be and remain unpaid for more than ten (10) days after written notice that the same is due and payable, or if Tenant shall violate or default in the performance of any of the other terms, provisions,

The block contains two handwritten signatures. The first is a large, stylized signature in black ink, possibly reading 'M. J. [unclear]'. The second is a smaller signature in blue ink, possibly reading 'J. [unclear]'. Both signatures are written over the bottom right portion of the text in block 18.

covenants, agreements, stipulations, rules or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice of such violation or default; provided, however, if such default is not susceptible of a cure within thirty (30) days, such thirty (30) day period shall be extended for a reasonable period of time not to exceed an additional sixty (60) days so long as Tenant commences to take curative action within such thirty (30) day period and thereafter diligently prosecutes the cure to completion, or if Tenant shall permit this Lease to be taken under any writ of execution, or shall abandon the Premises, then, in addition to and not as a limitation on or in lieu of such other or additional remedies as may be available to Landlord by law, Landlord shall have the right to declare this Lease forfeited and the term ended, or to re-enter the Premises and to remove all persons and chattels therefrom, or to exercise all such remedies. Tenant, by the execution of this Lease, waives notice of re-entry by Landlord. In the event of such re-entry by Landlord without declaration of forfeiture, the liability of Tenant for the rent provided herein shall not be relinquished or extinguished for the balance of the term of this Lease, and any rentals prepaid may be retained by Landlord and applied against the costs of re-entry; Tenant will pay, in addition to the rentals and other sums agreed to be paid hereunder, reasonable attorney's fees, costs and expenses in any suit or action instituted by Landlord to enforce the provisions of this Lease or the collection of the rentals due Landlord hereunder.

(i) In the event of declaration of forfeiture at or after the time of re-entry, Landlord may re-let the Premises or any part thereof for a term or terms and at a rent which may be less than or exceed the balance of the term of and the rent reserved under this Lease, the rent for which the Premises are so re-let being prima facie the fair and reasonable rental value thereof, and in the event of such declaration Tenant shall pay to Landlord as liquidated damages for Tenant's default hereunder, at Landlord's option:

(ii) Any deficiency between the total rent reserved hereunder and the net amount, if any, of the rents collected on account of any lease or leases of the Premises for what would otherwise have constituted the balance of the term of this Lease; in computing such liquidated damages there shall be added to such deficiency any reasonable out of pocket expenses which Landlord may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage fees and expenses, advertising, and for keeping the Premises in good order or for preparing the same for re-letting, and any such liquidated damages shall be paid in monthly installments by Tenant on the Rent Day, and any suit brought to collect the deficiency for any month shall not prejudice the right of the Landlord to collect the deficiency for any subsequent month by a similar proceeding; or

(iii) In a lump sum, the worth at the time of such declaration of any deficiency between (a) the total rent reserved hereunder and (b) the fair and reasonable rental value of the Premises net of reasonably foreseeable expenses of re-letting.

(iv) Notwithstanding any of the foregoing, any and all rent or other indebtedness owing by Tenant to Landlord pursuant to the terms of this Lease, which is not paid when due and payable, shall bear interest from and after the day after the end of the cure period afforded Tenant in this Section 18 and payable until paid at a rate which shall be the greater of eleven (11%) percent per annum or four (4%) percent per annum over the interest rate publicly announced from time to time by Comerica Bank as its prime interest rate, but not in excess of the maximum rate permitted by law less the \$150 late fee set forth in Section 3 (to the extent any such late fee was actually paid). Such interest shall be paid concurrently with the payment of the rent or other indebtedness upon which it is based.

19. Landlord's Option to Terminate Upon Insolvency of Tenant or Guarantor Under State Insolvency Law or Upon Insolvency of Guarantor Under Federal Bankruptcy Act. In the event the estate of Tenant created hereby shall be taken in execution or by other process of law, or if Tenant or any guarantor of Tenant's obligations hereunder (hereinafter referred to as the "guarantor") shall be adjudicated insolvent pursuant to the provisions of any present or future insolvency law under state law, or if any proceedings are filed by or against the guarantor under the Bankruptcy Code, or any similar provisions of any future federal bankruptcy law, or if a Receiver or Trustee of the property of Tenant or the guarantor shall be appointed under state law by reason of Tenant's or the guarantor's insolvency or inability to pay its debts as they become due or otherwise, or if any assignment shall be made of Tenant's or the guarantor's property for the benefit of creditors under state law, then and in such event Landlord may, at its option, terminate this Lease and all rights of Tenant hereunder by giving Tenant written notice of the election to so terminate within thirty (30) days after the occurrence of such event.

20. Landlord's Right to Cure Defaults. If Tenant defaults in the performance of any provision of this Lease after the cure period afforded Tenant in Section 18, Landlord shall have the right, but is not required, to cure such default for the account of Tenant, upon ten (10) days prior written notice to Tenant, and Tenant shall within thirty (30) days after being billed therefor reimburse Landlord for any actual and reasonable expenditure made by Landlord in order to cure such default.

21. Removal of Tenant's Property Upon Termination. If Tenant shall fail to remove all of Tenant's property or property of others in Tenant's possession from the Premises upon termination of this Lease for any cause whatsoever, Landlord may at its option, shall provide notice to Tenant of Landlord's intent to remove the same in no fewer than five (5) days, serving as final notice to Tenant, in any manner that it chooses and store such property without liability to Tenant for loss thereof, and Tenant agrees to pay Landlord on demand any and all expenses actually incurred in such removal and storage, including costs and attorneys' fees and storage. Tenant shall indemnify and hold Landlord harmless for any claim by third parties with respect to property owned or claimed by them, left in the Premises by Tenant, and removed by Landlord pursuant to this Section. Under no circumstances shall Landlord be obligated to retain any property left on the premises or in Landlord's possession longer than one (1) month after termination of this Lease, and so long as Landlord has provided at least ten (10) days' final notice and in the event that Tenant fails to remove such property within said ten (10) days, then Landlord may thereafter dispose of such property in any manner it deems fair, including public or private sale or by destruction, discard or abandonment and the proceeds of any such sale be applied against any sums due Landlord under this Lease.

22. Security. Tenant shall have the option to install an alarm in the Premises and must furnish the Landlord with pass codes. Upon move-out, Tenant may remove said alarm system, if any, provided that Tenant shall patch and paint damaged areas to the extent it removes any such alarm system.

23. Holding Over. In the event Tenant remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease, or if negotiations for a new lease have ceased, it shall be deemed to be occupying the Premises as a tenant from month to month, subject to all conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy except that the Base Rent each month shall be One Hundred Twenty-Five percent (125%) of the monthly installment amount set forth in Section "D" of the Summary for the first three (3) month period of any such month-to-month holdover tenancy and after said three (3) month period the Base Rent shall be One Hundred Fifty percent 150% of the monthly installment amount set forth in Section "D" of the Summary.

24. Subordination.

(i) **First Mortgage.** This Lease is and shall be subject and subordinate at all times to the lien of any first mortgage, including all renewals, modifications, consolidations, replacements or extensions thereof, now or hereafter placed on the Building. First mortgage shall mean a mortgage which is prior to all other mortgages and/or is not subordinate or subordinated to any other mortgage.

(ii) **Other Mortgages.** Any other mortgage or ground or underlying leases now or hereafter placed on the Building or any part of Landlord's interest therein, including all renewals, modifications, consolidations, replacements or extensions thereof, including any construction or other mortgage which is subordinated to any first mortgage, shall be subordinate to this Lease and this Lease shall continue notwithstanding any default under or foreclosure or termination of such mortgage or ground lease.

(iii) **Attornment and Non-Disturbance.** Tenant shall attorn to any purchaser of the Premises at foreclosure sale or lessor of a ground lease as Landlord under this Lease subject to all the terms and conditions of this Lease. Tenant shall, from time to time, within 10 business days after request by Landlord, execute and deliver to Landlord a Non-disturbance and attornment agreement which confirms the foregoing in such form as Landlord may reasonably request. Landlord will provide Tenant with the non-disturbance agreements.

25. Intentionally Deleted.

26. Taxes. Landlord shall pay ad valorem real estate taxes. Tenant shall be responsible for the payment of their personal property taxes.

27. Quiet Enjoyment. Landlord covenants that Tenant may peaceably and quietly enjoy the Premises, subject to the terms, provisions, covenants, agreements, stipulations, rules or conditions of this Lease, upon Tenant's paying the Base Rent and additional rent and observing and performing all the terms, provisions, stipulations, rules, agreements, covenants and conditions, on Tenant's part to be observed and performed, without molestation or hindrance by a person holding under or through Landlord.

28. Security Deposit. In the event Landlord has collected a Security Deposit from Tenant, it is agreed that:

(i) The Security Deposit may be commingled with other funds of Landlord, and Tenant shall not be entitled to any interest thereon or to any interest earned by Landlord thereon.

(ii) In the event that Tenant defaults in the payment of any Base Rent or materially defaults in respect of any of the other terms, provisions, covenants, agreements, stipulations rules or conditions of this Lease, Landlord may use, apply or retain the whole or any part of the amount deposited as security hereunder for the payment of any Base Rent, additional rent or other amounts owed by Tenant.

to Landlord in default or for any other sum which Landlord may expend by reason of Tenant's default, including any damages or deficiency in the re-letting of the premises. If Tenant shall fully comply with all the terms, provisions, agreements, stipulations, rules, covenants and conditions of this Lease, the security, or balance thereof, shall be returned to tenant without interest after the termination of this Lease and after the removal of Tenant and its property and surrender of possession of the Premises to Landlord. In the absence of evidence satisfactory to Landlord of an assignment of the right to receive the security, or the remaining balance thereof, Landlord may return the security to the original Tenant regardless of one or more assignments of the Lease itself.

(iii) Notwithstanding the foregoing, provided Tenant has not been in monetary default for failure to pay Base Rent or otherwise in material default of any of the other terms or conditions of the Lease beyond any applicable notice and cure period during the first six (6) months of the lease following the Commencement Date then commencing on the seventh (7th) month of the lease term, two (2) of the four (4) months of the security deposit shall be credited towards Tenant's seventh (7th) and eighth (8th) month of Base Rent. Additionally, provided Tenant has not been in default of any of the terms or conditions of the Lease beyond any applicable notice and cure period during the remaining initial term of the Lease and Tenant exercises its first extension, then an additional month of security deposit shall be credited towards Tenant's first (1st) month's payable Base Rent for the extension period, if applicable, bringing the remaining amount of the security deposit held by the Landlord to one (1) month.

29. Representations by Landlord. Landlord represents as of the Commencement Date that all structural elements and plumbing, electrical and HVAC systems are in reasonable working condition as of and that the Premises are compliant with all applicable codes, laws and regulations to allow for its intended use as an office with a laboratory. Landlord further represents that the workshop/garage/test lab space on the east side of the Building is separately metered and that Tenant will not be responsible for paying for any such electricity in the workshop/garage/test lab space. Except as herein expressly stated, Landlord makes no representation with respect to the Building or the Premises. By taking possession of the Premises, Tenant shall be deemed to have accepted the Premises in the condition then existing subject only to completion of Landlord improvements expressly provided for herein in Exhibit "B".

30. Waiver of Subrogation. Landlord shall cause each insurance policy carried by Landlord insuring the Premises against loss by fire and causes covered by standard extended coverage, and Tenant shall cause each insurance policy carried by Tenant and insuring the Premises and its fixtures and contents against loss by fire and causes covered by standard extended coverage, to be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Landlord or Tenant in connection with any loss or damage covered by any such policies. Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in standard extended coverage insurance, provided such insurance was obtainable at the time of such loss or damage. However, if such insurance policies cannot be obtained, or are obtainable only by the payment of an additional premium charge above that charged by companies carrying such insurance without such waiver of subrogation, the party undertaking to carry such insurance shall notify the other party of such fact and such other party shall have a period of ten (10) days after the giving of such notice either to (a) place such insurance in companies which are reasonably satisfactory to the other party and will carry such insurance with waiver of such subrogation, or (b) agree to pay such additional premium if such policy is obtainable at additional cost (in the case of Tenant, pro rata in proportion of Tenant's space to the square feet of floor space covered by such insurance); and if neither "(a)" nor "(b)" is done, this Section shall be null and void for so long as either such insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired shall refuse to pay the additional premium charge. If the release of either Landlord or Tenant, as set forth in the second sentence of this Section, shall contravene any law with respect to exculpatory agreements, the liability of the party in question shall be deemed not released but shall be deemed secondary to the latter's insurance.

31. Estoppel Certificate. Tenant from time to time shall, upon request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing the instruments of modification), the dates to which rent and other charges have been paid; that Landlord is not in default hereunder (or specifying the nature of any default(s) Tenant claims to exist at the time of such certification), and such other matters pertaining to this Lease and Tenant's occupancy of the Premises as Landlord may request, it being intended that any such statement delivered pursuant to this Section may be relied upon by Landlord, a prospective purchaser or mortgagee of Landlord's interest or assignee of any mortgage upon Landlord's interest in the building. Tenant shall not be entitled to withhold such statement on the basis of any claimed default by Landlord hereunder, nor on the basis of any delay in Tenant's occupancy or possession of the Premises nor of any unfinished work on or in connection with the Premises or the Building.

32. General. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The covenants, agreements and stipulations of the Tenant, if more than one party, are joint and several. One or more waivers of any covenant, term, provision, agreement, rule, stipulation or condition by Landlord shall not be

construed as a waiver of a subsequent breach of the same, and the consent or approval by Landlord to or of any act, neglect or default by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act, neglect or default by Tenant. The topical headings are for convenience only and do not define, limit or construe the contents of any paragraphs or clauses. This Lease can only be modified or amended by an agreement in writing signed by the parties hereto. All provisions hereof shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of each party hereto. This Lease shall be construed and enforced in accordance with the laws of the State of Michigan.

33. Bills and Notices. Bills, statements, notices or communications which Landlord may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered, certified or first class mail, postage prepaid, addressed to Tenant at the address set forth on the first page of this Lease, or at such other address as Tenant shall designate by written notice, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant or placed in the mail as herein provided. If Tenant is occupying the Premises, personal delivery to the Premises by Landlord shall be deemed sufficient hereunder. Any notice by Tenant to Landlord must be sent by registered, certified or first-class mail, postage prepaid, or by nationally recognized overnight courier service, to Landlord at the address set forth on the first page of this Lease, or at such other address as Landlord shall designate by written notice. **Landlord and Tenant shall also be able to exchange notices via email stated on first page of the Lease and said email shall be considered delivered to the other party if and when the other party replies; provided, however, email notice shall not be permitted for any exercise of Tenant's right to extend the term of the Lease pursuant to Section 1 above. Any email notice shall be accompanied by a hard copy letter mailed to the address shown on the first page of the Lease, unless waived by the other party via email response.**

34. Rules and Regulations. The rules and regulations applicable to the Premises are set forth in Exhibit "C" attached hereto and made a part hereof as fully as though herein written. Tenant grants to Landlord the right to make such changes therein from time to time as in Landlord's judgment, reasonably exercised, may be appropriate. Tenant agrees to comply with and abide by all such rules and regulations, including amendments thereof provided such amendment is provided in advance in writing to and approved by Tenant (which approval shall not be unreasonably withheld, conditioned, or delayed) and in the event that no response is received from Tenant for such approval within ten (10) business days of Tenant's receipt thereof, then such approval shall be deemed given. Any costs incurred by Landlord as a result of Tenant's non-compliance with these Rules and Regulations, or any amendment thereof, shall be paid by Tenant as additional rent within five (5) days of receipt by Tenant of Landlord's written request for payment.

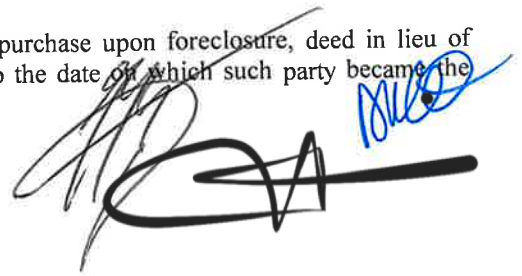
35. Name of Building. Landlord shall have the right from time to time to name the Building and to change the name of the Building, and shall not be responsible for costs or damages, if any, claimed by Tenant as a consequence thereof.

36. Intentionally Deleted.

37. Definition of Landlord; Landlord's Liability. The term "Landlord", as used in this Lease so far as covenants, agreements, stipulations or obligations on the part of the Landlord are concerned, shall be limited to mean and include only the owner or owners of the Building at the time in question and in the event of any transfer or transfers of such ownership the Landlord herein named (and in case of any subsequent transfer or conveyances the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all personal liability as respects the performance of any covenants or obligations on the part of the Landlord contained in this Lease thereafter to be performed.

(i) If Landlord shall fail to perform any covenant, provision, agreement, stipulation, term or condition of this Lease upon Landlord's part to be performed, and it as a consequence of such default Tenant shall recover a money judgment against Landlord, including, but not limited to, actual and reasonable relocation costs and any other damages available to Tenant, such judgment may be satisfied only out of rents or other income received or receivable by Landlord, out of the proceeds of the sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Building, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in such property, and Landlord shall not be liable for any deficiency, except to the extent of any Security Deposit collected pursuant to Section 28 and retained by Landlord contrary to the provisions of Section 28 of this lease.

(ii) In no event shall any party becoming the Landlord under this Lease by purchase upon foreclosure, deed in lieu of foreclosure, or otherwise, be liable to Tenant for any default occurring prior to the date on which such party became the



Landlord, and there shall be no offset against rent for any unsatisfied liabilities or unperformed obligations of any previous Landlord.

38. Entire Agreement. This Lease and the Exhibits attached hereto and forming a part hereof, set forth all of the covenants, agreements, stipulations, promises, conditions and understandings between Landlord and Tenant concerning the premises and the Building and there are no covenants, agreements, stipulations, promises, conditions or understandings, either oral or written, between them other than herein set forth.

39. Changes to Lease Required by Lender. Tenant will promptly consider and negotiate in good faith any proposed modifications of non-economic terms contained herein at the request of any first mortgage lender furnishing construction or permanent financing to Landlord in connection with the Building, provided the changes do not materially impact the rights under this Lease.

40. Brokers. Landlord and Tenant represent and warrant to each other that neither has dealt with any broker, finder or agent except for the Broker(s) identified in Section "I" of the Summary, which Broker(s) are to be paid a commission by Landlord pursuant to a separate written agreement. Each party represents and warrants to the other party that (except with respect to the aforementioned Broker(s)) no broker, agent, commission salesperson, or other person has represented such party in the negotiations for and procurement of this Lease and of the Premises and that no commissions, fees, or compensation of any kind are due and payable in connection herewith to any broker, agent commission salesperson, or other person. Each party agrees to indemnify the other party and hold the other party harmless from any and all claims, suits, or judgments (including, without limitation, reasonable attorneys' fees and court costs incurred in connection with any such claims, suits, or judgments, or in connection with the enforcement of this indemnity) for any fees, commissions, or compensation of any kind which arise out of or are in any way connected with any claimed agency relationship not referenced in Section "I" of the Summary.


41. Counterparts: Electronic Copies. This Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Lease or in any other certificate, agreement or document related to this Lease, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

43. Signage. Subject to Tenant's receipt of the City of Farmington Hills, Michigan's approvals, Landlord's approval of the design, size and actual placement location, which will not be unreasonably withheld, conditioned, or delayed, and any other necessary approvals, Tenant, at its cost, shall have the right to place its signage (i) on the sign placed to the east of the "Corporate Park" monument sign, and (ii) on the Building at the main entrance. Tenant shall be responsible at its cost for maintaining any such signage in good condition and on the expiration or early termination of the Lease, Tenant shall be responsible for promptly removing, at its sole cost and expense, its lettering, signage, or other identification from the Building and shall immediately repair all related severance damages, and repaint the restored area such that the restored area will match the exterior wall of the Building.

44. Parking and Chargers. Tenant and Landlord may choose to negotiate in good faith and agree upon an arrangement whereby Tenant will fence off and have temporary exclusive use of a portion of the Building's parking lot for the short-term storage of Tenant's vehicles. Further, Tenant may, at Tenant's cost, and subject to receipt of any applicable governmental approvals and Landlord's approval of the location, which Landlord approval will not be unreasonably withheld, conditioned or delayed, it may erect electric vehicle charging equipment for up to seven vehicles for sole use by its employees and invited guests. Such electricity and other operating costs shall be borne by the Tenant; such electric vehicle charging equipment will not be deemed to be a fixture of the Building provided that Tenant shall be responsible for promptly removing, at its sole cost and expense, any such equipment and shall immediately repair any damage caused by such removal and restore the area of such installation to the same or better condition as the same was in prior to such installation.

45. Publicity. Neither Landlord nor Tenant will advertise their relationship, including, but not limited to, the use of each other's logos or trademarks, without the prior consent of the other; this does not prohibit Tenant for using the Building's name when communicating Tenant's address for any purpose

{SIGNATURES FOLLOW}

Three handwritten signatures are located in the bottom right corner of the page. The first is a large, bold black signature. The second is a black signature with a prominent dot. The third is a blue signature.

IN WITNESS WHEREOF: Landlord and Tenant have signed and sealed this Lease as of the Effective Date.

LANDLORD:

275 Hills Tech Ventures LLC,
a Michigan limited liability company

By:  _____

Print: John A. Wernis

Its: Member

TENANT:

Lordstown EV Corporation,
a Delaware corporation

By:  _____

Print: Adam B. Kroll

Its: CFO

MIH EV Design LLC
a Delaware limited liability company

By:  _____

Print: Edward T. Hightower

Its: CEO

EXHIBIT "A"
PREMISES, AND FLOOR PLAN

2nd FLOOR

27000 Hills Tech Ct, Farmington Hills, Michigan

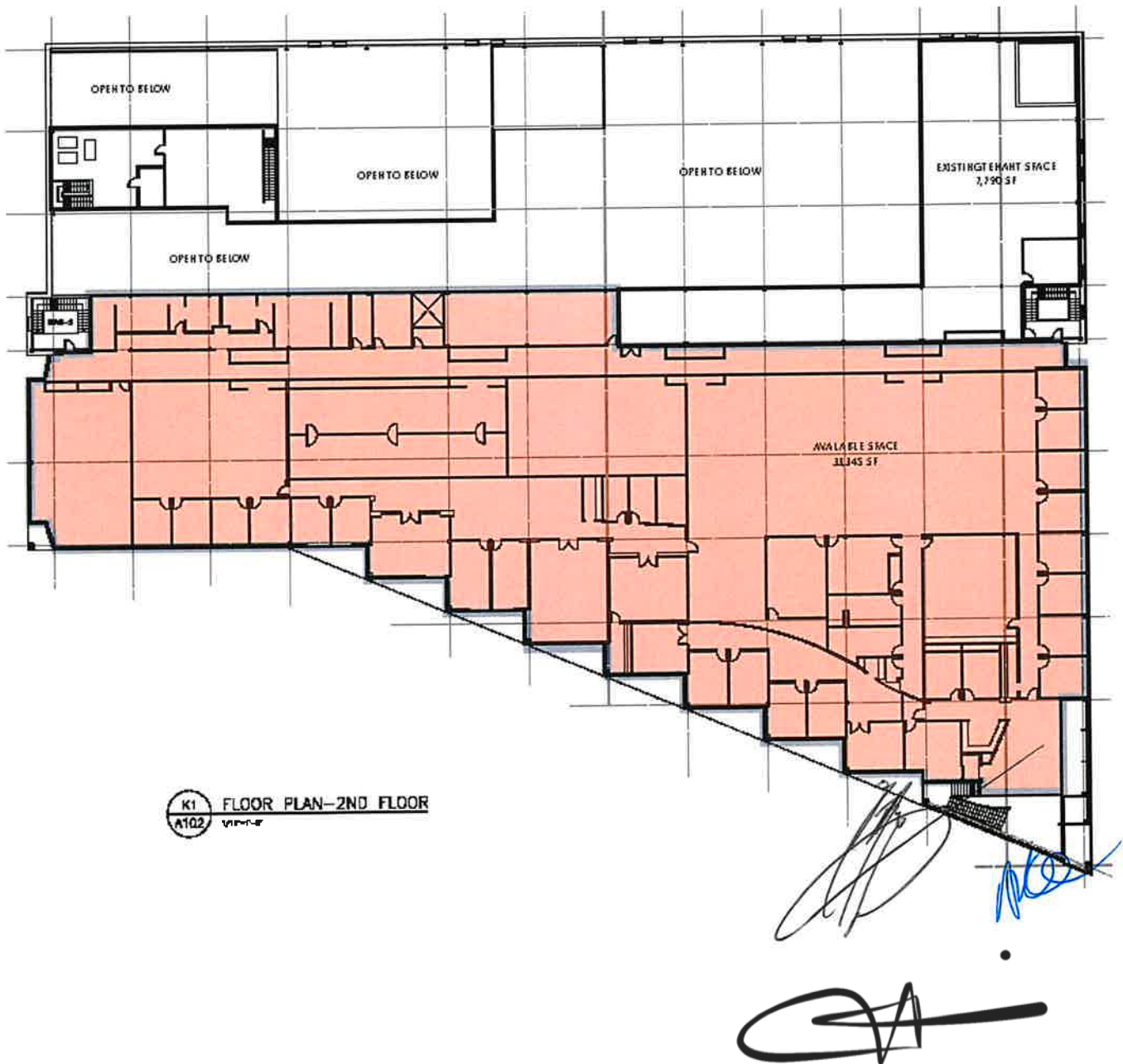


EXHIBIT "B"
LANDLORD IMPROVEMENTS

A. The Tenant acknowledges that it has examined the Premises and knows the condition thereof, and agrees that the Landlord at the Landlord's cost (subject to the Tenant Improvement Allowance as hereinafter described) shall only be required to complete the following ("Landlord's Work"):

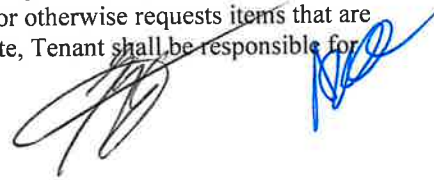
Landlord shall at its sole expense provide a turn-key build out in the Premises to construct a new lunchroom in the 2nd floor office area including new cabinets to facilitate the Tenant's installation of an eating environment with food storage per the Liberty Property & Asset Management quote dated March 29, 2022 included as the second page of this Exhibit "B". For purposes hereof, the term "turn-key" only refers to the actual construction/installation of the cafeteria and related cabinetry/fixtures using building standard selections and does not include any requirement for Landlord to provide any furniture or other equipment for the use of the lunchroom. Further, as part of Landlord's Work, Landlord agrees to remove, at its sole expense, the high-density tracked shelving units.

B. As part of Landlord's Work, Landlord agrees to pay all hard costs, permitting, impact, inspection fees and related fees and charges, cost of preparing the plans and specifications that are required for completion of Landlord's Work (the "Landlord Work Plan"), the contractor's fee and the construction management fee related to the Landlord's Work Plan. Landlord shall consult with Tenant in connection with the development of the Landlord Work Plan and Tenant shall cooperate in good faith to promptly review and approve the Landlord Work Plan.

C. Landlord's Work shall be completed in compliance with all applicable zoning, municipal, county, state and federal laws, regulations, ordinances and codes (including but not limited to the Americans with Disabilities Act), and any covenants or restrictions of record.

D. Landlord's Work will be commenced as soon as reasonably possible following execution of the Lease and Landlord will pursue completion of such Landlord's Work with diligence subject to Tenant's cooperation and timely submission of any requisite approvals, it being acknowledged that Landlord's Work may be completed while Tenant is occupying the Premises, it being acknowledged that Tenant will use commercially reasonable efforts not to interfere with the completion of Landlord's Work.

E. In the event that Landlord's Work costs Landlord less than \$20,000, Landlord shall credit Tenant with the difference, with which credit Tenant may apply towards additional renovation work in the Premises to be conducted by Landlord. In the event that the cost of Landlord's Work exceeds \$20,000 because Tenant makes non-standard building selections or otherwise requests items that are outside of the scope of the initial work included in said Liberty Property & Asset Management quote, Tenant shall be responsible for paying for such excess costs.



LIBERTY

PROPERTY & ASSET MANAGEMENT

QUOTE

DATE: March 29, 2022
 TENANT: Lordstown
 ADDRESS: 27000 Hills Tech Drive
 CITY/STATE: Troy, MI

CONSTRUCTION	DESCRIPTION	QUOTE	VENDOR
CARPENTRY			
Misc.	wall backing for new upper cabinets	\$500.00	
New Walls			
Ceiling Pads			
Doors			
Grid			
MILLWORK	20' of millwork; base cabinets; uppers and counter	\$7,500.00	
QUARTZ/GRANITE			
GLASS			
PAINTING			
Walls			
Ceiling Grid			
ELECTRICAL			
Doors			
FIRE SPRINKLERS			
Fanmes			
Demo			
Plugs, Outlets			
HVAC			
Floor Cones			
Fixtures			
VAV BOXES			
PUMMING	reinstall existing sink; faucet; disposal	\$2,500.00	
Sinks			
Faucets			
Toilets			
FIRE ALARM			
FLOORING MATERIAL			
RESTROOM TILE			
PERMIT FEES			
HANDLES			
REKEY			
ARCHITECT COSTS			
CONSTRUCTION CLEAN-UP			
DUMPSTER			
CONSTRUCTION PLANS			
SIGNAGE			
BLINDS			
WINDOW FROSTING			
No painting included in this proposal			
Plumbing proposal based on existing plumbing in working condition			
and existing hot and cold water is connected.			
DOES NOT INCLUDE IT/DATA HOOK UP			
DOES NOT INCLUDE REMOVAL OF LOW VOLTAGE			
SUBTOTAL		\$10,500.00	
CONTINGENCY	20%	\$2,100.00	
SUBTOTAL		\$12,600.00	
GC FEE	12.50%	\$1,575.00	
BUILD OUT TOTAL		\$14,175.00	

PROPOSAL IS GOOD FOR 30 DAYS FROM DATE ABOVE.
 WORK TO BE PERFORMED DURING REGULAR BUSINESS HOURS, M-F.

SIGNATURE

PRINTED NAME

DATE

PO Box 668
 Troy, MI 48068
 T 248.272.4380 F 248.857.6834
 www.libertypropertymgmt.com

EXHIBIT "C"
RULES AND REGULATIONS

1. The sidewalks, entrances, vestibules, passages, corridors, halls, elevators and stairways shall not be encumbered, obstructed or cluttered by any Tenant, Tenant's agents, servants, employees, licensees or invited visitors, or be used by them for any purpose other than for ingress and egress to and from the Premises. Landlord reserves the right to restrict and regulate the use of the public areas of the Building by Tenant, allocate certain elevators and the hours of use thereof for delivery service, and to designate which Building entrances must be used by persons making deliveries in the Building.
2. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens, other than those furnished by Landlord, shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord. Such curtains, blinds, shades, screens or other fixtures must be a quality, type, design and color, and attached in the manner approved by the Landlord.
3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant on any window, door or part of the outside or inside of the Premises or Building without the prior written consent of Landlord. In the event of the violation of the foregoing by any Tenant, Landlord may remove same without any liability, and may charge as additional rent, the expense incurred by such removal to the Tenant violating this rule.
4. Bottles, parcels or other articles shall not be placed on the window sills.
5. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building.
6. The water fountains, toilets and lavatories and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish or other substances shall be thrown therein. All damages resulting from any misuses of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, invited visitors or licensees, shall have caused the same.
7. No Tenant shall mark, paint, puncture, drill into or in any way deface any part of the Premises or the Building. No boring, cutting or stringing of wires shall be permitted except with the prior written consent of Landlord and as Landlord may direct. Only contractors approved in writing by Landlord may be employed by Tenant for making repairs, changes or any improvements to Premises. No Tenant shall lay floor covering other than rugs, so that the same shall come in direct contact with the floor of the Premises, and, if linoleum or other similar floor covering is desired to be used and such use is approved by Landlord, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material soluble in water, the use of cement or other similar adhesive material being expressly prohibited. Metal cabinets shall set on a noncorrosive pad where the floors are tile.
8. No bicycles or animals (except service or therapy animals that are properly designated as a qualified service or therapy animal by an accredited organization and so long as such animals are properly vaccinated) of any kind shall be brought into or kept in or about the Premises.
9. No space in the Building shall be used for the storage or sale of merchandise, goods or property of any kind at auction without the prior written consent of the Landlord, nor for lodging, sleeping or any immoral purposes.
10. No Tenant shall make, or permit to be made, any unseemly or disturbing noises or interfere with occupants of this or neighboring buildings or premises or those having business with them whether by the use of any musical instrument, radio, television, talking machines, unmusical noise, whistling, singing or in any other way. No Tenant shall throw anything out of the doors.
11. No additional locks or bolts of any kind shall be placed upon any of the doors by any Tenant, nor shall any changes be made in existing locks or the mechanism thereof without the prior written consent of Landlord. Each Tenant must, upon the termination of his tenancy, restore to Landlord all keys for offices and toilet rooms, either furnished to, or otherwise procured by, such Tenant, and in the event of the loss of any keys so furnished, such Tenant shall pay Landlord the cost thereof.
12. Reserved.

13. Reserved.

14. Each Tenant, before closing and leaving the Premises at any time, shall see that all entrance doors to the Premises are closed and locked and in no event shall Tenant leave any entrance door to the Building propped open. In the event Tenant installs or causes to be installed any internal security system within and for the Premises, Tenant shall notify Landlord of such installation in advance, and shall provide Landlord with means of access to the Premises at all times. Tenant shall pay all costs and expenses attributable to such system and any disruption it may cause by way of (but not limited to) false alarms.

15. Each Tenant shall, at its expense, provide janitorial service in said Premises. Landlord shall be in no way responsible to any Tenant for loss of property from the Premises, however occurring, or for damage done to the furniture or other effects of any Tenant by Landlord's agents, employees or contractors doing work in the Premises, unless caused by such person's negligence or willful conduct.

16. Canvassing, soliciting and peddling in the Building are prohibited and each Tenant shall cooperate to prevent the same.

17. There shall not be used in any space, either by any Tenant, its servants, agents, employees, invited visitors or licensees or by jobbers or others, in the delivery or receipt of merchandise, hand trucks, except those equipped with rubber tires and side guards.

18. Without first obtaining Landlord's written permission, which shall not be unreasonably withheld, conditioned, or delayed, no Tenant shall install, attach, or bring into the Premises any instrument, duct, refrigerator, air conditioner, water cooler, or any other appliance requiring the use of gas, electric current or water. In the event of any breach of this covenant, Landlord will give Tenant five (5) business day's written notice, and if no action is taken by Tenant, then Landlord may enter the Premises and remove whatever Tenant may have so installed, attached or brought in, and charge the cost of such removal and any damage that may be sustained thereby, as additional rent, payable at the option of Landlord, immediately or with the next month's rent occurring under this Lease. Notwithstanding the foregoing, Tenant is hereby authorized to install and use basic refrigerators, coffee makers, microwaves, small air purifiers, water coolers or similar beverage dispensers for its employee use.

19. Reserved.

20. Safes and/or other heavy items shall not be brought into the Building or located in the Premises without the Landlord's prior written approval.

21. No Tenant, nor any Tenant's servants, employees, agents or licensees, shall at any time bring or keep upon the Premises any flammable combustible or explosive fluids, chemical or substance in violation of any applicable law.

22. Tenant shall not do any cooking, conduct any restaurant, luncheonette, or cafeteria for the sale of service of food or beverages to the public provided that nothing herein shall preclude the use of the cafeteria in the Premises in the ordinary course by its servants, agents, employees, licensees and invited visitors. Tenant shall not cause or permit any odors of cooking or other process of any unusual or objectionable odors to emanate from the Premises.

23. Tenant and its employees shall park only in strict compliance with all signs posted and regulations issued by Landlord, within spaces designated for parking, and not in such a manner as to block other parking spaces, drives, loading areas or fire lanes. To facilitate parking controls, a list of the names of Tenant's employees working in the Building and of their vehicle license numbers shall be furnished to Landlord upon request.

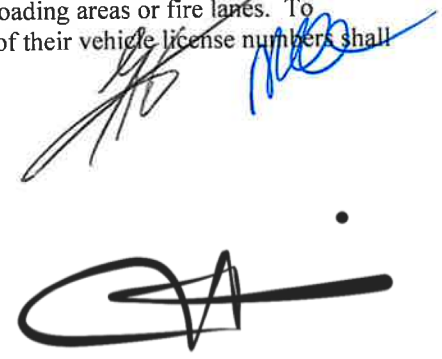
The block contains two sets of handwritten marks. The upper set consists of two overlapping signatures in blue ink, with some initials in black ink. The lower set is a large, bold, black ink signature or stamp that appears to be a stylized 'A' or a similar character.

EXHIBIT "D"

1. WATER

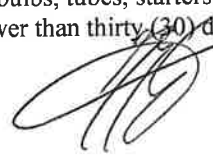
Water will be furnished to the lavatories, toilets and other public plumbing fixtures for customary and usual office usage.

2. ELEVATORS

Elevator services, programmed by Landlord, will be furnished for the use of all tenants and servants, employees, agents, licensees, or invitees of such tenants at all times subject to Landlord's rights to shut down such elevator as may be reasonably necessary to service and maintain such elevators.

3. RELAMPING OF LIGHT FIXTURES

In the event that Tenant requests that Landlord relamp any light fixtures within the Premises, Tenant will reimburse Landlord for its expense, including labor and all materials (such as, by way of illustration and not limitation, light bulbs, tubes, starters, ballasts and their equivalents). Such reimbursement shall be invoiced with reasonably sufficient detail not fewer than thirty (30) days prior to due date.



Lordstown Damages

	Rent	Electric	
24-Jan	\$ 38,207.81	\$ 4,001.40	
24-Feb	\$ 38,207.81	\$ 4,001.40	
24-Mar	\$ 38,207.81	\$ 4,001.40	
24-Apr	\$ 38,207.81	\$ 4,001.40	
24-May	\$ 38,207.81	\$ 4,001.40	
24-Jun	\$ 38,207.81	\$ 4,001.40	
	\$ 229,246.86	\$ 24,008.40	\$ 253,255.26