

REVOCABLE LICENSE AGREEMENT

This **REVOCABLE LICENSE AGREEMENT** ("**License**") is entered into as of the 7th day of December 2021 (the "**Effective Date**"), between Safeway Inc., a Delaware corporation ("**Licensor**"), and Rivian, LLC, a Delaware limited liability company ("**Licensee**"), collectively, the "**Parties**" and individually, a "**Party**".

1. **PREMISES.** Licensor hereby agrees to license to Licensee and Licensee hereby agrees to license from Licensor, subject to the terms and provisions hereof and subject to applicable law, the use of a portion of the northwest exterior wall ("**Licensed Wall**") of the Licensor's store located at 232 G Street, Salida, Colorado ("**Store**"), for the purpose of painting and maintaining a mural thereon.

2. **TERM.** The "**Term**" of this License shall commence on the Effective Date and shall terminate at midnight on the day immediately preceding the tenth anniversary of the Effective Date, unless earlier terminated as provided herein. Subject to Licensor's rights to terminate at any time as provided herein, Licensee may elect to extend the Term by successive ten (10) year terms by providing written notice to Licensor of such election not less than one hundred eighty (180) days prior to the expiration of the Term or then current extended Term as the case may be.

3. **APPROVAL.** Prior to painting the mural on the Licensed Wall, Licensee shall first obtain the Licensor's written approval of the exact location, size, content and basic design of the mural, which approval will be granted at Licensor's sole and absolute discretion. Once approved, all changes to the mural require Licensor's prior written approval, to be granted at Licensor's sole and absolute discretion.

4. **PAINTING OF MURAL AND OBLIGATION TO MAINTAIN.**

4.1. Licensee will pay all costs related to the painting of the mural on the Licensed Wall. The painting of the mural shall be completed within a reasonable time after commencement of the same.

4.2. Licensee, at its sole costs and expense, shall keep the mural in a good state of repair and have the painting retouched as necessary to keep the same in its original condition, reasonable wear and fading excepted. Licensee accepts the Licensed Wall in "**AS IS**" condition. Licensee agrees to repair any and all damages to the Store caused by any act or omission of Licensee's customers, invitees, employees, agents or contractors.

4.3. If for any reason this Agreement is terminated, Licensee shall be solely responsible for restoring the Licensed Wall to the original condition of the Licensed Wall immediately preceding the entering of this Agreement. Licensee shall cause to be retained a performance bond and labor and material payment bond (naming Licensor as obligee) in the amount of Five Thousand Dollars (\$5,000.00) to provide for the payment of any costs Licensor may incur in removing or covering the mural upon termination of this Agreement should Licensee fail to restore the Licensed Wall as required pursuant to this Section 4.3 (collectively, "**Licensee's Obligations**"). In jurisdictions which require or permit the recording of performance bonds, notices of commencement, notices of completion, or similar documents (collectively, "**Lien Documents**"), Licensee shall record the Lien Documents at Licensee's expense and at such times as are required or permitted by law so as to minimize the exposure of Licensor's property to the filing of liens for any work done or materials furnished in connection with

the design or construction of the mural or Licensee's Obligations. The performance and labor and material payment bonds shall be in the form of The American Institute of Architects Document A312 (December 1984 Edition) (or, such other form as is required by law or approved by Licensor). Licensee shall provide Licensor with a copy of the performance and labor and material payment bonds.

5. INTERFERENCE/GOVERNMENTAL COMPLIANCE.

5.1. The painting and maintenance of the mural shall not interfere with the Licensor's business operations at the Store.

5.2. Licensee agrees to comply with all applicable laws, codes and ordinances concerning its use of the Licensed Wall and the painting and maintenance of the mural thereon.

6. INDEMNIFICATION AND INSURANCE.

6.1. Licensee hereby indemnifies, holds harmless and agrees to defend Licensor and all affiliates of Licensor from and against any and all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to Store and on the ways immediately adjoining the Store, caused by any act or omission of the Licensee, its customers, invitees, agents, servants or employees. Licensee's obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this License, as to claims arising or accruing prior to the expiration or termination of this License.

6.2. Licensee agrees to maintain, and/or cause to be maintained, at no cost to the Licensor, liability insurance insuring its interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Store and the ways immediately adjoining the Store, with a "**Combined Single Limit**" (covering personal injury liability, bodily injury liability and property damage liability) of not less than One Million Dollars (\$1,000,000.00) for total claims for any one occurrence. Licensor shall be named as an additional insured on all policies required under this Section 6.2.

6.3. Licensee shall deliver certificates of insurance reasonably evidencing compliance with the requirements of this Article 6 to the Licensor. The insurance policies and certificates required by this Article shall contain a provision requiring the insurance company to furnish Licensor thirty (30) days prior written notice of any cancellation or lapse, or thirty (30) days prior written notice of the effective date of any reduction in the amounts or scope of coverage.

7. ASSIGNMENT. Licensee may not assign, transfer, mortgage, pledge, hypothecate or encumber this License or any interest therein to any person or entity.

8. COSTS AND ATTORNEYS' FEES. In the event either Party commences a legal proceeding to enforce any of the terms of this License, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party, to be fixed by the court in the same action.

9. TERMINATION RIGHTS.

9.1. Licensor may terminate the License by giving thirty (30) days written notice on the occurrence of any of the following conditions:

9.1.1. If Licensee violates any covenant or condition of this License and such default is not cured within sixty (60) days ("**Cure Period**") of Licensor's written notice to Licensee advising it of the nature of the default and demanding it be cured. If the curing of the default requires the application of paint only, the Cure Period shall be tolled during the months of November, December, January and February; provided, however, Licensor shall have the right to cover the mural until the default is cured; or

9.1.2. In the event the Licensed Wall is eliminated by Licensor for purposes of building demolition or if the wall is covered or removed related to remodel or expansion purposes; or

9.1.3. If Licensor sells or leases the Store; or

9.1.4. If Licensor elects to terminate the License in its sole and absolute discretion for a reason other than those listed in Subsections 9.1.1, 9.1.2 or 9.1.3 above.

10. NOTICES. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or at such other address as the Parties may designate by written notice in the above manner:

To Licensor: Safeway Inc.
Attn: Real Estate Law (Store #2817)
250 Parkcenter Boulevard
Boise, ID 83726

To Licensee: Rivian Automotive, LLC
Attn: Legal Department
13250 N. Haggerty Road
Plymouth, MI 48170

Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery.

11. MISCELLANEOUS PROVISIONS.

11.1. Relationship of Parties. Nothing herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of joint venture or of bailment between the Parties, it being understood and agreed that no provision herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of licensor and licensee.

11.2. Remedies. The various rights and remedies herein contained and reserved to each of the Parties, except as herein otherwise expressly provided, are not exclusive of any other right or remedy of such Party, but are cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either Party, shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance or as acquiescence therein.

11.3. Headings. The headings of the Articles and Sections contained herein are for convenience only and do not define, limit, or construe their contents.

11.4. Pronouns. When required by content, the singular includes the plural, and the neuter gender includes a person, corporation, firm or association.

11.5. Severability. If any term or provision of this License or the application of it to any person or circumstance shall to any extent be held by a court in an action between the Parties or otherwise affecting this License to be invalid or unenforceable, the remainder of this License or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this License shall be valid and shall be enforced to the extent permitted by law.

11.6. No Other Agreements. The terms set forth in this License are intended by the Parties as a final expression of their agreement with respect to such terms and may not be contradicted by evidence of any prior agreement or of any contemporaneous oral agreement. This License is intended to be a complete and exclusive statement of the terms of the agreement between the Parties and the terms of this License may not be explained or supplemented by evidence of consistent additional terms. This License may not be amended or modified by any act or conduct of the Parties or by oral agreement, unless reduced to a writing signed by both Parties.

11.7. Successors. All of the rights and obligations of Licensor under this License shall bind and inure to the benefit of its successors, grantees and assigns.

11.8. Authority. The individuals who execute this License represent and warrant that they are duly authorized to execute this License on behalf of Licensor or Licensee, as the case may be, that the Parties named are all the necessary and proper parties, and that no other signature, act or authorization is necessary to bind such entity to the provisions of this License.

11.9. Governing Law. This License shall be governed by and construed in accordance with the laws of the state of Colorado.

11.10. Recording. This License shall not be recorded, and any such recordation (including, without limitation, the recordation of this License as an exhibit, attachment, or part of another document) shall automatically render the rights of Licensee hereunder null and void.

12. PERMISSIVE USE. It is specifically agreed and understood that this License is for permissive use only and that the exercise of the rights and privileges granted herein shall not operate to create or vest any property right in and to the Store or any part thereof in Licensee.

13. RIGHTS TO MURAL. Licensee shall retain the following rights to the mural placed on the Licensed Wall to:

13.1. Use the mural or reproductions of the mural for publicity and/or fundraising purposes;

13.2. Allow members of the public to photograph, film, or video the mural for non-commercial purposes;

13.3. Allow various members of the media, including, but not limited to, newspapers, magazines, newsletters, television stations, and movie makers to photograph, film, or video the mural; and

13.4. Allow the making of maps, pamphlets or similar items which show the mural and the mural location.

IN WITNESS WHEREOF, this License has been executed as of the Effective Date.

LICENSOR:

Safeway Inc., a Delaware corporation

LICENSEE:

Rivian, LLC, a Delaware limited liability company

DocuSigned by:
By: Bradley R. Beckstrom
6938687DD0844E5
Bradley R. Beckstrom
Authorized Signatory
JPL

By: Tyler Nuss
Name: Tyler Nuss
Title: Group Manager, Indirect Purchasing