

LEASE AGREEMENT

BETWEEN

DEKALB COUNTY, GEORGIA

AND

HERMEUS CORPORATION

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STATE OF GEORGIA**COUNTY OF DEKALB**

THIS LEASE AGREEMENT, by and between DeKalb County, Georgia, a political subdivision of the State of Georgia (operator of DeKalb Peachtree Airport) hereinafter referred to as "Lessor," and Hermeus Corporation, a corporation organized and existing under the laws of the State of Delaware, with offices in DeKalb County, Georgia, hereinafter referred to as "Lessee."

NOW THEREFORE, for and in consideration of the Premises and covenants herein contained and in further consideration of the payment of rent hereinafter stipulated, and of the terms and conditions herein set forth, the parties hereto do hereby agree as follows:

SECTION 1. LEASED PROPERTY AND TERM OF LEASE AGREEMENT.**A. Leased Property.**

That the said Lessee on the date below written rented and leased from said Lessor and said Lessor has rented and leased to said Lessee, 15,000 square feet of undeveloped ground located on the east side of the airfield near the old Runway 27 end at DeKalb Peachtree Airport, as shown on Exhibit A, Storage Unit Layout, (consisting of 1 page) to be used solely on a temporary basis for the manufacturing and testing of jet engines and hereinafter referred to as the "Premises."

B. Term of Lease Agreement.

The Lease Agreement, beginning on April 1, 2021, is for a term of twenty-four (24) consecutive months. Unless terminated earlier in accordance with the termination provisions of this Lease Agreement, this twenty-four (24) month Lease Agreement will be automatically renewed on a twenty-four (24) month basis for one (1) additional twenty-four (24)

month term, for a total lifetime Lease Agreement term of four (4) years. This Lease Agreement will terminate absolutely on March 31, 2025.

SECTION 2. COUNTY REPRESENTATIVE.

The Lessor hereby designates the Airport Director as its representative through whom Lessee shall contact the County and obtain the necessary approvals required herein.

SECTION 3. USE OF LEASED PROPERTY.

The Premises shall not be used for any purposes except for those herein designated, without the written consent of the owner, or of the owner's representative, the Airport Director.

The purpose of this Lease is to permit the Lessee to use the leased premises for a temporary set up of a facility of interior space to be used for the manufacturing (meaning assembly for the purposes of testing) and testing of jet engines and general, administrative, and office use. Except as identified in Exhibit A, no other facilities or buildings of any type are approved that may be used. Lessee must provide water, electricity and temporary toilets. Lessee is not permitted to install water or sewer lines or any other utility connections on the property including telephone service.

SECTION 4. LEASE PAYMENT.

A. Rental.

Lessee agrees to pay to Lessor promptly on the first day of each month, in advance, a monthly rental of SIX HUNDRED AND SEVENTY-FIVE DOLLARS and NO CENTS (\$675.00).

If the Lease Agreement automatically renews, one of the following two actions will occur at the beginning of the twenty-four (24) month automatic renewal period: (1) the monthly rent will increase by seven (7) percent; or (2) the monthly rent will increase in accordance with

the Consumer Price Index (“CPI”) using the Bureau of Labor Statistics CPI index for the previous twenty-four (24) months (“CPI computation”).

If the CPI computation is greater than seven (7) percent, Lessor shall apply the percentage derived from the CPI computation as the increase in the monthly rent over the next twenty-four month period. If the CPI computation is seven (7) percent or lower, the monthly rent over the next twenty-four month period will increase by seven (7) percent.

The options outlined in this Section are available to the Lessor at the end of the first twenty-four (24) month automatic renewal period. In no event will an adjustment provide Lessor with a monthly rental that is in an amount less than the previous twenty-four (24) month period monthly rental rate.

For the purposes of this Section “Consumer Price Index” shall be the Consumer Price Index for All Urban Consumers, South Region issued by the U.S. Department of Labor Statistics. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with appropriate adjustment); and if the U.S. Department of Commerce Index is discontinued, the Lessor and Lessee shall, in good faith, agree on a suitable substitute.

B. Failure of Lessee to Pay.

On failure of Lessee to pay rentals when due, and if the failure continues for ten (10) days after written notice to Lessee, Lessor has the right, at its option, to immediately declare this Lease Agreement void, cancel the same, without any legal proceeding, re-enter, and take possession of the Premises. These rights of the Lessor are cumulative and not restrictive of any other rights under the law, and failure on the part of the Lessor to avail himself of these privileges at any particular time shall not constitute a waiver of these rights.

C. Delinquent Payments.

All delinquent payments shall accrue interest on the tenth (10th) day of every month at the rate of two percent (2%) per month on the unpaid balance, compounded monthly; interest shall be due and payable without demand with the next regular payment due. Amounts received shall be credited first to accrued interest, then to accrued rental payments, and finally to current rental payments due.

SECTION 5. COMPLIANCE WITH LAWS AND REGULATIONS.

A. Subordination of Premises to U.S.A.

It is agreed and understood that this Lease Agreement, and the provisions hereof, shall be subject and subordinated to the terms and conditions of the instruments and documents under which DeKalb County acquired the airport property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions of said instruments and documents.

B. Non-Discrimination.

Lessee agrees that in its operation and use of the Premises it will not discriminate against any person or group of persons on the grounds of race, color, sex, religion or national origin in any manner prohibited by Part 15 of the Federal Aviation Regulations or otherwise prohibited by law.

C. Airport Rules and Regulations.

The Lessee agrees to abide by all ordinances, rules and regulations concerning operational safety, parking of aircraft and other vehicles, fire prevention, and other matters as promulgated by the Airport Director or the Board of Commissioners of DeKalb County, Georgia, copies of which rules and ordinances are available to Lessee in the office of the Airport Director.

D. State of Georgia.

Lessee agrees to comply with all applicable rules, orders, ordinances, regulations, and statutes of the State of Georgia in any or all of its departments.

E. FAA Rules.

Lessee shall at all times conduct its business in a lawful manner and in compliance with the rules and regulations of the Federal Aviation Administration, insofar as applicable to Lessee's possession of the Premises and business.

SECTION 6. LIABILITY.A. Waiver of Homestead Rights.

Lessee hereby waives and renounces for himself and family any and all homestead exemption rights he or they may have under or by virtue of the laws of this State or the United States as against any liability that may accrue under this Lease Agreement.

B. Attorney's Fees.

Lessee agrees to pay an additional fifteen percent (15%) on any part of the rental that may be collected by suit or by attorney after same has become due.

C. Abandonment.

Lessee agrees not to leave the Premises herein leased unoccupied, and nor to do or permit any act which would vitiate the fire insurance policy upon said property or increase the insurance rate.

D. Property.

Lessor shall have the right to store, utilize, sell or otherwise dispose of any of Lessee's personal property remaining on the premises after the termination of this agreement and any and all of Lessee's improvements and facilities thereon. Any such property shall be considered Lessor's property and title thereto shall vest in the Lessor.

Lessor's rights under this subsection shall not extend to the property of a third party.

Lessee agrees to exonerate, indemnify and hold harmless the Lessor against any claim made by a third party to property that has been disposed of by the Lessor in accordance with the provisions of this agreement, and against litigation or actions initiated by a third party arising from the disposal of property under the terms of this agreement.

E. Assignment or Subletting.

Lessee agrees not to assign this Lease Agreement nor to sublet said Premises, or any part thereof, without the written consent of said Lessor.

F. Bankruptcy.

In the event bankruptcy or state insolvency proceedings shall be filed and sustained against Lessee, its heirs or assigns, in any Federal or State Court, it shall give the right to said Lessor, its heirs or assigns, at their option, to immediately declare this Lease Agreement null and void, and to at once resume possession of the Premises. No Receiver, trustee, or other judicial officer, shall ever have any right, title, or interest in or to the above described property by virtue of this Lease Agreement.

G. Tenant at Will.

If Lessee remains in possession of Premises after expiration of the term hereof, with Lessor's acquiescence and without any express agreement of parties, Lessee shall be a tenant at will at the rental rate in effect at end of Lease Agreement. There shall be no renewal of this Lease Agreement by operation of law.

SECTION 7. DAMAGE OR DESTRUCTION OF PREMISES.

A. Neglect.

Lessee shall repair at its own expense any damage caused by neglect on its part.

B. Fire.

Should the Premises be destroyed or so damaged by fire as to become untenable, this Lease Agreement shall cease from the date of such destruction or damage.

C. Maintenance of Premises by Lessee.

Lessee accepts the leased Premises in their present condition and as suited for the uses intended by Lessee. Lessee shall, at its own expense, keep and maintain the said Premises and appurtenances and every part thereof in good order and repair, except portions of Premises to be repaired by Lessor under the terms of this Lease Agreement. Lessee agrees to return said Premises to Lessor at the expiration of this Lease Agreement in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake, or other casualty alone excepted.

D. Alterations by Lessee.

Lessee is to make no changes of any nature in the above named Premises without first obtaining written consent from said Lessor or its representative, the Airport Director, nor to paint or place any signs on buildings herein leased.

E. Inspection.

The Lessor or its representative shall have the right to enter said Premises at reasonable hours, to examine the same, make such repairs, additions or alterations, as may be deemed necessary for the safety, comfort and preservation of the Premises, and to enter upon said Premises at any time to repair or improve Lessor's adjoining property, if any.

SECTION 8. LESSOR'S OBLIGATIONS.

Lessor gives to Lessee control of Premises and shall be under no obligation to inspect Premises. Lessee shall promptly report in writing to Lessor any defective condition known

to him which Lessor is required to repair, and failure to so report such defects promptly shall release Lessor from any liability for damages incurred by Lessee by reason of such defect.

SECTION 9. LESSEE TO HOLD HARMLESS.

The Lessee shall at all times defend, indemnify, and save harmless the Lessor from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of any damage or injury (including death) to persons or property, including employees and property of the Lessor (1) caused by, or (2) sustained on the Premises in connection with the performance of this Lease Agreement or conditions created thereby by Lessee, and shall assume and pay for, without cost to the Lessor, the defense of any and all claims, litigation, and actions, suffered through any act or omission of the Lessee, or anyone directly or indirectly employed by or under the supervision of any of them, or in any way arising out of the use and occupancy of the Premises. The Lessee expressly agrees to defend against any claims brought or actions filed against the Lessor where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. Lessor shall provide prompt notice to Lessee of any such claim or action. Lessee shall assume the defense of any such claim or action upon the approval of the County Attorney and the DeKalb County Governing Authority.

SECTION 10. SPECIAL STIPULATIONS.

The following stipulations shall govern in the event of conflict between them and any other part of this Lease Agreement:

A. Spills.

All spills whether intentional or unintentional, of any liquid of any type shall be the sole responsibility of the Lessee. If any question(s) exist as to the existence of any spill and/or the extent of the spill and/or whether the spill is or is not classified as a "hazardous substance" shall

be referred to a qualified firm for examination and sampling by the Lessor, such sampling and all possible follow-on remediation actions to be the responsibility of the Lessee. Lessee agrees that it has inspected the Premises prior to occupation and use of the Premises and has not found substances considered to be “hazardous materials” on site for which Lessor might be responsible.

B. Cancellation.

1. The Lessor may unilaterally terminate this Lease Agreement, in whole or in part, for the Lessor's convenience, or because of failure of the Lessee to fulfill the Lease Agreement obligations in any respect. The Lessor shall terminate by delivering to the Lessee, with at least (sixty) 60 days' notice, a Notice of Termination specifying the nature, extent, and effective date of termination.

2. No additional notice is required on the part of the Lessor if Lessee fails to pay rental when due; such cases shall be governed by Section 4.B. of this Lease Agreement.

3. The Lessee may terminate this Lease Agreement by delivering to the Lessor, in writing, a Request for Lease Agreement Termination, with at least fifteen (15) days notice, specifying the reason and requested date of Lease Agreement termination. The Request for Lease Agreement Termination will in no way relieve the Lessee of any obligations of the Lease Agreement until the termination is approved in writing by the Lessor, and then only after all fees have been paid and an end-of-lease inspection has been scheduled and accomplished. Lessor shall promptly conduct an end-of-lease inspection. Lessor may not unreasonably withhold its approval of the termination. Notwithstanding the foregoing, Lessee shall have the right to terminate the Lease Agreement at the end of the initial 24-month term.

C. Lessor's Right to Advertise for Rent.

It is agreed and understood that Lessor has the privilege of advertising the leased Premises for rent at any time within thirty (30) days previous to the expiration of this Lease Agreement, and

during that time to exhibit the Premises during reasonable hours and upon no less than three days' notice to Lessee.

D. Hours and Conditions for Testing.

Testing of jet engines shall only be allowed between the hours of 10 am – 4 pm until such time as a noise abatement facility substantially similar to that shown on Exhibit B attached hereto is installed. After installation of the noise abatement facility, testing shall only be performed inside of the facility and in strict accordance with the Airport's voluntary night curfew.

SECTION 12. NOTICES.

For the purposes of this Lease Agreement, all notices to be given hereunder shall be in writing and shall be deemed given when deposited in the United States Mail, postage prepaid, certified, and addressed as follows:

- | | | |
|-----|--|---|
| (a) | <p>LESSOR:
DeKalb County, Georgia
Purchasing and Contracting
2nd Floor, Maloof Center
1300 Commerce Drive
Decatur, Georgia 30030</p> | <p>With a copy to:
DeKalb County, Georgia
DeKalb Peachtree Airport
2000 Airport Road
212 Administration Building
Atlanta, Georgia 30341
Attention: Airport Director</p> |
|-----|--|---|

LESSEE:

Hermeus Corporation
Attn: General Counsel
3960 Dekalb Technology Pkwy
Atlanta, GA 30340

SECTION 13. QUIET ENJOYMENT.

Lessee shall not commit or suffer to be committed in or upon the Premises any act or thing which may disturb the quiet enjoyment of any other tenant.

SECTION 14. SUCCESSORS AND ASSIGNS.

The provisions of this Lease Agreement shall bind and inure to the benefit of the heirs, successors, executors and administrators, and assigns of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder. Nothing herein shall be construed as creating any personal liability on the part of any officers, representatives, servants, or employees of Lessor.

SECTION 15. GEORGIA LAWS GOVERN AND VENUE

This Lease Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. This Lease Agreement shall be governed by and construed and enforced in accordance with the laws of Georgia. For the purpose of venue, all suits or causes of action arising out of this Lease Agreement shall be brought in DeKalb County, Georgia.

SECTION 16. INSURANCE

Lessee shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state of Georgia. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Lessee. The insurance described below shall be maintained uninterrupted for the duration of the lease, including any renewals and shall protect Lessee for liabilities in connection with work performed by or on behalf of Lessee, its agents, representatives or employees at DeKalb Peachtree Airport.

1. Certificates of Insurance require:
 - (a) Commercial General Liability Insurance (other than products - completed operations and hangerkeepers') of \$2,000,000;
 - (b) Personal Injury & Advertising Injury Aggregate Limit of \$1,000,000.00;

- (c) Personal Injury & Advertising Injury Occurrence Limit of \$1,000,000.00;
Each Occurrence Limit of \$1,000,000.00
- (d) Fire Damage Limit (Any One Fire) of \$300,000.00
- (e) Medical Expense Limit (Any One Person) of \$10,000.00
Each occurrence limit of \$30,000.00
- (f) Property Damage Deductible(s): \$2,500 per claim/\$10,000 as respects jet
and turbine-powered aircraft.

2. Additional Insured Requirement:

- (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled “Certificates of Insurance” as “the County and its officers” are to be named as additional insured on all policies of insurance. The County and its officers shall be included as additional insureds under commercial general liability for liabilities arising out of both the ongoing and completed operations of Lessee. Such additional insured coverage shall be endorsed to Lessee’s policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
 - (b) All coverages required of the Lessee will be primary over any insurance or self-insurance program carried by the County.
3. Certificates of Insurance must be executed in accordance with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;

- (b) Certificates to contain the location to which the insurance applies;
- (c) Certificates are to be **issued** to:

**DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030**

4. Lessee agrees to waive all rights of subrogation and other rights of recovery against the County.
5. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Lessee's obligation to maintain such coverage. Lessee understands and agrees that the purchase of insurance in no way limits the liability of the Lessee.
6. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) and shall conform to all terms and conditions contained in this Lease.
7. If the County shall so request, the Lessee will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Lessee shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

SECTION 17. SEVERABILITY.

In the event any provision of this Agreement is held to be unenforceable for any reason, the remainder of the Agreement shall be in full force and effect and enforceable in accordance with its terms.

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative on this ____ day of ____, 2022.

LESSOR: DEKALB COUNTY, GEORGIA

ATTEST:

by Dir.(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

Signed, sealed and delivered as to Lessor
in the presence of:

County Attorney Signature

(SEAL)
Notary Public
My Commission Expires:

County Attorney Name (Typed or Printed)

APPROVED AS TO SUBSTANCE:

LESSEE: HERMEUS CORPORATION

Department Director
DeKalb Peachtree Airport

By:_____
Signature

Signed, sealed and delivered as to Lessee
in the presence of:

Anthony John Piplica, CEO

Lessee Name (Typed or Printed)

(SEAL)
Notary Public
My Commission Expires:

Date Signed by Lessee

ATTEST:

Michael Gregory Smayda, Secretary

CERTIFICATE OF CORPORATE RESOLUTION

I, Michael Gregory Smayda, certify the following:

That I am the duly elected and authorized Secretary of Hermeus Corporation (hereinafter referred to as the “corporation”), a corporation organized and incorporated to do business under the laws of the State of Delaware;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed Anthony John Piplica in his official capacity as CEO of the corporation, to enter into and execute the following described Agreement with DeKalb County, a political subdivision of the State of Georgia: Lease Agreement for 15,000 Square Feet of Undeveloped Ground Space on DeKalb Peachtree Airport;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

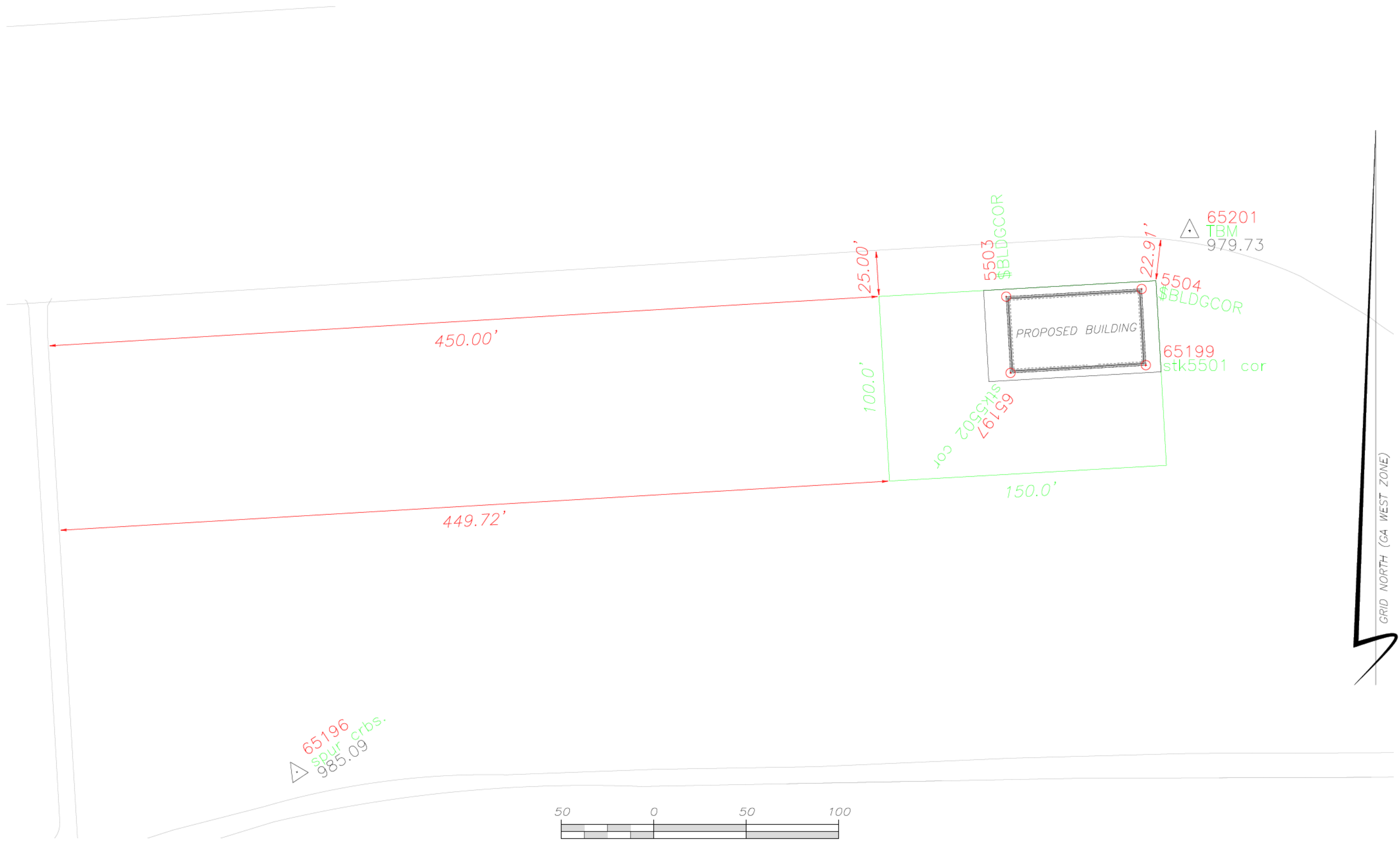
IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the _____ day of _____, 2022.

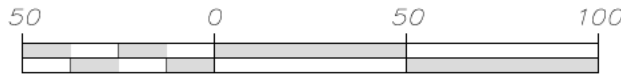
(CORPORATE
SEAL)

(Secretary)

Exhibit A
Storage Unit Layout



GRID NORTH (GA WEST ZONE)



SCALE: 1" = 50'

EXHIBIT B

Rendering of Noise Abatement Facility

