

LEASE AGREEMENT

This Lease Agreement (this "Lease") is made effective this 24th day of April, 2024 (the "Effective Date"), by and between PINAL COUNTY, a political subdivision of the State of Arizona, with its principal place of business at 31 North Pinal Street, Florence, AZ 85132 ("Lessor"), and LUCID USA, INC., a Delaware corporation, with its principal place of business at 7373 Gateway Boulevard, Newark, CA 94560 ("Lessee").

RECITALS

A. Lessor is the owner and operator of Pinal County Airpark located at 24641 East Pinal Airpark Road, Marana, Arizona 85653, as generally depicted on Exhibit A attached hereto (the "Airpark") which is inclusive of the Premises as described and depicted on Exhibit B attached hereto (the "Premises").

B. This Lease is for Fair Market Value of the Lease as determined by an appraisal dated October 24, 2023, and prepared by Landpro Valuation, an experienced appraiser appointed pursuant to A.R.S. §11-256(B).

C. Lessor has complied with the notice requirements of A.R.S. §11-256(E), the rental value of the Premises is less than five thousand dollars (\$5,000) per month, and no interested person has requested in writing that the Lease be submitted to public auction during the fifteen (15) day posting period. Accordingly, this Lease is exempt from the notice and auction requirements of A.R.S. §11-256(C) and (D) pursuant to A.R.S. §11-256(E). Lessor desires to enter into this Lease with Lessee and Lessee desires to enter into this Lease for the Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and for other valuable considerations, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Description of Premises. Lessor, for and in consideration of the rents to be received and the covenants and agreements herein contained on the part of Lessee to be kept, observed, and performed, does hereby demise and lease to Lessee, the Premises, listed in the Pinal County Recorder's website as a portion of Assessor Parcel Number: 410-14-0030 (see Exhibit B).

2. Permissible Use. Lessee shall only use the Premises for the testing, storing, development, research, monitoring and evaluation of, including, without limitation, destruction of (including by means of explosion and other destructive testing, overheating and submersion), electric motor vehicles and the component parts thereof, including battery packs and systems, electronics and other vehicle systems and parts. All such uses, including such ancillary, administrative and related uses in connection therewith, are hereby deemed permitted.

3. Prohibited Activities. Lessor shall not conduct or permit to be conducted from the Premises, and shall not permit its agents, employees, contractors, invitees, licensees or customers

to use the Premises, or the Airpark for any use not permitted under Section 2 herein. Furthermore, Lessee is prohibited from utilizing the Premises for any activity that would nullify or cancel insurance coverage including but not limited to hazardous substances storage and utilization; provided, however, that the foregoing shall not apply in any case to those uses that are expressly permitted in Section 2. Notwithstanding the foregoing, Lessor acknowledges and agrees that throughout the Term, Lessee shall have the right to use the Premises for all or any of the uses set forth in Section 2 hereof.

4. Subject to FAA and Airport Master Plan. This Lease shall be strictly subject to and subordinate to all requirements and directives in those instruments and documents described in Exhibit D. Lessee understands and agrees that this Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States of America, the State of Arizona, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the grant or receipt of federal or State funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other Governmental Authority. In the event that this Lease, either on its own terms or by any other reason, conflicts with or violates the terms of any such deeds or agreements, the Lessor may unilaterally amend, alter, or otherwise modify the terms of this Lease in order to resolve such conflict or violation without compromising or destroying any remaining portions of this Lease, and such remaining provisions shall remain binding and in full effect upon the parties as if no such amendment or alteration occurred. Notwithstanding the foregoing, if and to the extent that any such requirement, directive, rule, policy or regulation would preclude Lessee from utilizing the Premises for the purposes described in this Lease, then Lessee shall be permitted to immediately terminate this Lease, and Lessee shall have the same rights against Lessor as if Lessor had terminated this Lease for convenience (pursuant to Section 50).

5. Term Date. The initial term of this Lease shall be approximately five (5) years, commencing on the Effective date and ending at 11:59 p.m. on April 23, 2029, unless this Lease is sooner terminated as hereinafter provided. Effective Date shall be set forth in a memorandum of this Lease, the form of which is attached hereto as Exhibit C (the "Memorandum of Lease"). Promptly after the Effective Date is known, the parties agree to execute the Memorandum of Lease, and Lessor agrees to record the Memorandum of Lease in the Office of the County Recorder, Pinal County, Arizona.

6. Renewal Option. So long as no Event of Default exists beyond any notice and cure period, this Lease may be renewed by Lessee by written notice to Lessor given at least one hundred eighty (180) days prior to the expiration of the initial term (as described in Section 5), for two (2) additional terms of three (3) years each. The initial term, along with any renewal term, as may be exercised by Lessee, may collectively be referred to herein as the "Term".

7. Payments.

(a) Base Rent. Lessee agrees to pay Lessor rent in the monthly amount of \$4,166.67, payable in equal quarterly installments of \$12,500.00 (the "Base Rent"). The Base Rent is subject to a three percent (3%) annual increase pursuant to the appraisal prepared by Landpro on October 24, 2023. The Base Rent shall be payable, in advance,

and without any prior demand therefor and without any abatement, deductions or set-offs whatsoever (except as expressly provided herein).

(b) Payment. All Base Rent payments shall be paid to Lessor in quarterly installments on the first day of the first calendar month of the calendar quarter (the "**Base Rent Due Date**"), through the Term. For avoidance of doubt, except for the first payment of Base Rent, Base Rent payments shall be made on the first day of the calendar months of January, April, July and October during the Term. Lessee's obligation to pay Base Rent shall commence on the Effective Date. The first quarterly installment of Base Rent and the last quarterly installment of Base Rent shall be prorated accordingly. Lessee shall also pay to Lessor, with and in addition to the Base Rent payments, any transaction privilege taxes imposed by any governmental unit on the rentals received by Lessor pursuant to the terms of this Lease.

8. Insurance. Lessee shall procure and maintain during the Term, the following insurance and provide proof of coverage on an ACORD form:

(a) Commercial General Liability (CGL). Commercial General Liability (CGL) Insurance with a limit of not less than \$5,000,000 for each occurrence, \$5,000,000 General Aggregate Limit, and \$5,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, premises liability, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. The policy shall be endorsed, as required by this Lease, to include Lessor, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of Lessee's use and occupancy of the Premises and activities performed by or on behalf of Lessee. Coverage must be endorsed as primary and non-contributory with respect to insurance or self-insurance carried by Lessor. Policy must not contain exclusion for operations on or near airport premises.

(b) Automobile Liability. Commercial/Business Automobile Liability insurance with a combined single limit (CSL) for bodily injury and property damage of not less than \$1,000,000 for each occurrence with respect to any of Lessee's owned, hired, and non-owned vehicles assigned to or used in performance of Lessee's work or services. The policy shall be endorsed, as required by this written agreement, to include Lessor, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Lessee, relating to this Lease. Lessee's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by Lessor.

(c) Environmental Liability/ Premises Pollution. Coverage not less than \$5,000,000 for bodily injury, sickness, disease, property damage, loss of use, clean up and defense costs related to release of pollutants arising out of Lessee's use, activities and occupancy of the Premises.

(d) Workers' Compensation. Workers Compensation coverage in the statutory required amount governed by the state of employment for each employee, and Employer's Liability of at least \$5,000,000 per accident or disease. The policy shall contain a waiver

of subrogation against Lessor and its officers, officials, agents, and employees. Limits for Employer's Liability may be provided through the combination of an Employer's Liability policy and an Excess Liability/Umbrella policy.

(e) Property Insurance. The special form policy shall cover the full replacement cost of the tenant improvements, listing Lessor as additional loss payee.

(f) Builder's Risk Insurance. For construction on the Premise valued over \$500,000, Builder's Risk coverage is required in the amount equal to the construction costs. Special Causes of Loss coverage must be written on a replacement cost basis. Contractor, Lessee and Lessor must be insureds on the policy.

9. Indemnification.

(a) Indemnification of Lessor. To the fullest extent permitted by law, Lessee shall indemnify and save Lessor harmless from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including property damage, personal injury and wrongful death and further including, without limitation, reasonable attorneys' fees and disbursements (collectively "Claims"), which may be imposed upon or incurred by or asserted against Lessor including but not limited to the following occurring during the Term:

(i) construction of any Improvements or any other work or thing done in, on or about the Premises or any part thereof by Lessee or its agents;

(ii) any use, nonuse, possession, occupation, alteration, repair, condition, operation, maintenance or management of the Premises or Improvements or any nuisance made or suffered thereon or any failure by Lessee to keep the Premises or Improvements or any part thereof, in a safe condition;

(iii) the acts of Lessee or any sublessee or any of its or their respective agents, contractors, servants, employees, licensees or invitees;

(iv) any accident, injury, or damage to any person or property occurring in or upon the Premises or any part thereof; or

(v) any failure on the part of Lessee to pay rent or to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease on its part to be performed or complied with and the exercise by Lessor of any remedy provided in this Lease with respect thereto.

(b) Indemnification of Lessee. To the fullest extent permitted by law, Lessor shall indemnify and save Lessee harmless from and against any and all Claims which may be imposed upon or incurred by or asserted against Lessee by reason of any of the gross negligence or willful misconduct of Lessor, its agents or employees.

(c) Provisions Related to Indemnification. The following provisions shall apply to any party obligated to indemnify (the "Indemnifying Party") the other party (the "Indemnified Party") under this Section:

(i) The obligations of the Indemnifying Party under this Section shall not in any way be affected by the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting the Premises.

(ii) If any claim, action or proceeding is made or brought against the Indemnified Party by reason of any event to which reference is made in this Section, then, upon demand by the Indemnified Party, the Indemnifying Party, at its sole cost and expense, shall resist or defend such claim, action or proceeding in the Indemnified Party's name, if necessary, by the attorneys for the Indemnifying Party's insurance carrier (if such claim, action or proceeding is covered by insurance), otherwise by such attorneys as the Indemnifying Party retains. Indemnified Party shall approve such attorneys, which approval shall not be unreasonably withheld, conditioned or delayed.

(iii) The Indemnifying Party's obligations to indemnify, defend and save an Indemnified Party harmless shall not extend to Claims to the extent caused by the gross negligence or willful misconduct of the Indemnified Party, its agents or employees.

(iv) The provisions of this Section shall survive the expiration or earlier termination of this Lease.

10. Improvements.

(a) Lessee may, without obligation, make such Improvements to the Premises as Lessee may deem appropriate in connection with Lessee's use of and operations on the Premises which may include, upon review, approval and prior written consent of the Lessor, site grading work, soil import and export, fence and security installation, site and building pad preparation, utility line and facility expansion and other development and construction activities. Lessee shall provide Lessor notice prior to the commencement of construction of any such Improvements, and Lessee shall obtain any public approvals required for such Improvements as required by applicable laws, rules, regulations and operating policies of any governmental entity, including Lessor. As used herein, the term "Improvements" means any buildings, streets, curbs, sewers, drainage and flood control structures, sidewalks, hardscape, fences, berms, ponds, utilities, landscaping, signs, parking improvements and facilities and other structures or improvements of every kind and nature which now, or at any time hereafter, exist upon, above or below the Premises. Notwithstanding the foregoing, no notice, consent or approval from Lessor shall be required for any Improvements which Lessee has engaged to be completed by a third-party for less than \$50,000.

(b) Lessor is amenable to Lessee's Improvements, provided any such Improvements shall be in compliance with the Pinal County Development Services Code.

(c) Lessor warrants that upon completion of any proposed Improvements, the Premises will comply with the requirements of the Americans with Disabilities Act of 1990 ("ADA") regarding public accommodations. Lessee agrees to comply with all the provisions of the ADA in its use of the Premises. Lessor shall be responsible for all costs in complying with any changes required by any amendment to the ADA adopted subsequent to the signing of this Lease, the regulations promulgated thereunder, or to the ADA Accessibility Guidelines. Lessor shall make any such changes to the structure of the Premises.

11. Lessor reserves the right to further develop or improve the Airport (other than the Premises) as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance; provided that if such further development shall result in conditions or circumstances that make it unreasonable for Lessee to use the Premises for the purposes set forth in Section 2 hereof, Lessee shall be permitted to immediately terminate this Lease, and Lessee shall have the same rights against Lessor as if Lessor had terminated this Lease for convenience (pursuant to Section 50).

12. Lessor reserves the right, but shall not be obligated to Lessee, to operate, maintain and keep in repair the Airport and all publicly owned facilities of the Airport which are not part of the Premises. Except as expressly provided in this Lease or as otherwise hereafter agreed by Lessor and Lessee in writing, Lessor and Lessee agree that Lessee has no responsibility whatsoever with respect to operation, maintenance and repair of the landing area of the Airport, any publicly owned facilities of the Airport which are not part of the Premises and/or any other area of the Airport which is not part of the Premises.

13. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States relative to the development, operation or maintenance of the Airport; provided, however, that if any such existing or future agreement materially adversely affects Lessee's ability to operate its business on or at the Premises and/or adversely impacts Lessee's rights under this Lease, then Lessee shall be permitted to immediately terminate this Lease, and Lessee shall have the same rights against Lessor as if Lessor had terminated this Lease for convenience (pursuant to Section 50).

14. There is reserved unto Lessor, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, which shall include the right to cause in the airspace any noise inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in or through the airspace, and for the use of such airspace for landing on, taking off from, or operation on the Airport.

15. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

16. Lessee shall not erect or permit the erection of any structure or building, nor permit the growth of any tree on the Premises, or any other obstruction that exceeds height requirements contained in 14 CFR Part 77 or amendments thereto, or interferes with the runway and/or taxiway "line of sight" of the control tower. In the event these covenants are breached, Lessor reserves the right to enter upon the Premises and to remove the offending structure or object at the expense of Lessee.

17. Lessee shall not make use of the Premises in any manner that might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this covenant is breached, Lessor reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Lessee.

18. With respect to the Airport, nothing contained in Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning 49 U.S.C. §40103(e) and 47107 (a)(4).

19. This Lease and all of the provisions hereof shall be subject to whatever right the United States government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

20. Intentionally Omitted.

21. Lessee shall conform to Lessor and FAA safety and security rules and regulations regarding use of the Airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; and shall complete and pass airfield safe driving instruction program when offered or required by Lessor.

22. Required Federal Provisions. Lessee acknowledges that Lessor is required by the FAA under the terms of its Grant Assurances to include in this Lease certain required contract provisions, included as Exhibit D hereof (the "**Federal Clauses**"). Lessee agrees to comply with the Federal Clauses. In the event such Federal Clauses are modified by the FAA or other federal agency with jurisdiction, and Lessor provides Lessee with not less than thirty (30) days written notice of such modification, Lessee agrees to comply with the modified Federal Clauses without written amendment of this Lease. Lessee acknowledges that a failure to comply with the Federal Clauses constitutes an Event of Default; provided, however, that Lessor shall not impose any sanction or elect any other remedy available under this Lease or at law or in equity for Lessee's non-compliance with the Federal Clauses unless Lessor is directed to do so by the FAA or other agency with jurisdiction. The foregoing limitation shall in no way limit the FAA's rights under the Federal Clauses. Notwithstanding anything herein to the contrary, including, without limitation, the Federal Clauses, Lessor acknowledges and agrees that it is not requesting, requiring or directing Lessee to implement or undertake an affirmative action program (as described in 14 C.F.R. Part 152, subpart E, or otherwise), and Lessee shall have absolutely no obligation or duty to do so. In the event that the FAA later requires same, or Lessor determines that same is required, then Lessee shall be permitted to immediately terminate this Lease, and Lessee shall have

the same rights against Lessor as if Lessor had terminated this Lease for convenience (pursuant to Section 50).

23. Title to Improvements. Pursuant to A.R.S. §28-8425, title to all Improvements on or to the Premises shall vest with the Lessor. Lessee, however, shall retain the right to remove Improvements and return the Premises to its original state upon termination or natural expiration of this Lease, or any earlier time as Lessee so desires.

24. Damage or Destruction.

(a) Lessee Repair and Restoration. In the event any portion of the Premises is damaged by fire or any other peril, Lessee, at its sole election, shall either: (i) promptly commence and proceed diligently with the work of restoring the same; or (ii) remove the damaged portion of such Improvements together with all rubble and debris related thereto; provided, however, that Lessee shall have the right to thereafter reconstruct the damaged portion of such Improvements at any time during the Term. Portions of the Premises on which Improvements are not reconstructed following a casualty shall be graded to the level of the adjoining property. In any event, if Lessee elects to reconstruct any damage to the Improvements, Lessee shall be entitled to do so in its sole discretion, subject to the provisions of this Lease. Whether or not Lessee elects to reconstruct any damage to the Improvements, Lessee shall be entitled to receive any and all insurance proceeds payable pursuant to such casualty.

(b) Lease Obligations Continue. In no event shall Lessee be entitled to any abatement, allowance, reduction, or suspension of Base Rent or other amounts or charges required to be paid hereunder because part or all of the Premises shall be untenable owing to the partial or total destruction thereof. No such damage or destruction shall affect in any way the obligation of Lessee to pay the Base Rent or other amounts or charges required to be paid hereunder, or release Lessee of or from obligations imposed upon Lessee hereunder. Notwithstanding the preceding sentences, to the extent such damage or destruction is a result of the negligence or willful misconduct of Lessor, its employees and agents, Lessee shall be entitled to equitable abatement of Base Rent and other amounts or charges required to be paid hereunder until such damage or destruction is remedied.

25. Condemnation.

(a) Total, Substantial or Unusable Remainder. If at any time during the Term of this Lease (i) title to the whole or substantially all of the Premises shall be taken in condemnation proceedings or by any right of eminent domain or by agreement in lieu of such proceedings, this Lease shall terminate and expire on the date of such taking, and the Base Rent and other amounts hereunder shall be apportioned and paid to the date of such taking, or (ii) title to a substantial portion of the Premises shall be taken in condemnation proceedings or by any right of eminent domain or by agreement in lieu of such proceeding, and the remaining part of the Premises cannot reasonably be used or converted for Lessee's intended use of the Premises, Lessee may, at its option, terminate this Lease within ninety (90) days after such taking by serving upon Lessor at any time within said ninety (90) day period, a thirty (30) day written notice of Lessee's election to so terminate accompanied

by a certificate of Lessee that the remaining part of the Premises cannot reasonably be used or converted for use by Lessee. In the event of such taking and the termination of this Lease, the award shall be divided as follows: (1) Lessee shall receive from that portion of the award attributable to the value of the Premises (excluding the Improvements) an amount equal to the lesser of (x) the then fair market value of Lessee's leasehold interest in the Premises (excluding the Improvements) and (y) the award; (2) Lessor shall receive the remainder, if any, of that portion of the award attributable to the value of the Premises (excluding the Improvements); and (3) Lessee shall receive that portion of the award attributable to the then fair market value of the Improvements.

(b) Partial Taking-Lease Continues. In the event of any such taking of less than the whole or substantially all of the Premises and, if such taking is not of the character described in Section 25(a) (or if such taking is of such character and the option of Lessee to terminate this Lease is not exercised), the Term of this Lease shall not be reduced or affected in any way, and the award or awards (herein sometimes referred to as "Condemnation Proceeds") shall be deposited with Lessor for disbursement to Lessee pursuant to this Lease.

(i) Restoration. Lessee shall promptly commence and proceed diligently with the work of restoring the remainder of the Premises to the extent Lessee reasonably believes is required for Lessee's use following the condemnation event. Such repairs, alterations, or restoration, including such changes and alterations as described in this Section and including temporary repairs, or the protection of other property pending the completion of any thereof, are sometimes referred to in this Section as the "Work."

(ii) Payment of Condemnation Proceeds. Lessor shall hold, apply, make available and pay over to Lessee the Condemnation Proceeds for payment of the costs of the Work. Upon the completion and payment of the cost of the Work, the remaining balance of the Condemnation Proceeds shall be paid to Lessor.

(iii) Reduction of Base Rent. The Base Rent payable for that part of the balance of the Term hereof occurring prior to the termination of this Lease shall be equitably adjusted based on the remaining square footage of the Premises. Until the amount of the Base Rent payable shall have been ascertained, Lessee shall continue to pay to Lessor during the interim period the Base Rent as herein provided. If the Base Rent paid during such interim period shall exceed the amount of the Base Rent as thereafter ascertained, within thirty (30) days after the amount of such Base Rent shall have been ascertained, the amount thereof shall be credited by Lessor to Lessee's next occurring rental payment(s).

(c) Rights of Participation. Each party shall have the right, at its own expense, to appear in any condemnation proceeding and participate in any and all hearings, trials, and appeals therein.

(d) Notice of Proceeding. In the event Lessor or Lessee shall receive notice of any proposed or pending condemnation proceedings affecting the Premises, the party

receiving such notice shall promptly notify the other party of the receipt and contents thereof.

26. Holdover. In the event that Lessee holds over under this Lease, Lessee shall be responsible for all costs, expenses and liability incurred by Lessor as a result of such holdover. If Lessee remains in possession of the Premises after the expiration or termination of the tenancy created hereunder, and without the execution of a new lease or any further extension of this Lease, then Lessee shall be deemed to be occupying the Premise as a Lessee from month-to-month at a rent equal to one hundred twenty-five percent (125%) of the prior Base Rent then in effect, and subject to all other terms, provisions and obligations of this Lease insofar as the same are applicable to Lessor. At any time, either party may terminate such month-to-month tenancy by written notice delivered to the other party at least thirty (30) days in advance of the termination date. Such nonconsensual holdover shall also be an Event of Default hereunder and Lessor shall be entitled to all remedies provided in this Lease.

27. Signs. Any sign proposed to be erected by Lessee shall be in conformance with Pinal County Development Services Sign Code. Lessee shall not post, install, erect or operate any sign, placard, poster or other device on any part of the Premises without the prior written permission of Lessor which shall not be unreasonably withheld, conditioned or delayed. Such signs, as may from time to time be permitted by Lessor, shall be made, posted, maintained, and removed at Lessee's own cost and expense and will comply with all ordinances and regulations of Lessor and the State of Arizona relating to such signage. Lessor shall have the right to remove unauthorized signs at Lessee's expense. Notwithstanding the foregoing, Lessee may post, install, erect or operate directional signage that instructs Lessee's agents, representatives, employees and contractors where to park and how to navigate the Premises safely.

28. Governmental Requirements. Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over Lessee's operations at the Premises which may be necessary for Lessee's operations at its own cost. Lessee must comply with laws and regulations that apply to the use, handling, disposal and release of chemicals or other hazardous substances that may impair or adversely affect human health or the environment.

29. Liens.

(a) Lessee shall not permit any mechanics', laborers' or materialman's liens ("Mechanic's Liens") to be filed against the Premises by reason of services or materials supplied in connection with any work performed at Lessee's request. If any such Mechanic's Liens shall at any time be filed, Lessee shall either: (i) cause such lien to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise; or (ii) pay such amount as is necessary to satisfy such lien and cooperate with Lessor's efforts to formally cause same to be discharged of record. The Parties agree that Lessee is not the agent of Lessor for the construction, alteration or repair of any improvement Lessee may construct upon the Premises, the same being done at the sole expense of Lessee.

(b) Notwithstanding the terms and provisions of Section 29(a), Lessee shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien if Lessee shall give to Lessor such reasonable security as may be demanded by Lessor to ensure payment thereof and to prevent any sale, foreclosure or forfeiture of the Premises by reason of nonpayment thereof. On final determination of the lien or claim for lien, Lessee will promptly (within ten (10) days) pay any judgment rendered with all proper costs and charges and will at its own expense have the lien released and any judgment satisfied. In case Lessee shall fail to contest the validity of any lien or claimed lien and give security to Lessor to insure payment thereof, or having commenced to contest the same, and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, then Lessor may, at its election (but shall not be required to do so), remove or discharge such lien or claim for lien (with the right in its discretion to settle or compromise the same) and any amounts advanced by Lessor for such purposes shall become due from Lessee to Lessor at the next Base Rent Due Date.

(c) It is expressly covenanted and agreed by and between the parties hereto that nothing in this Lease shall authorize Lessee to do any act which shall in any way encumber the title of Lessor in and to said Premises, nor shall the interest or estate of Lessor in said Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Lessee, and any claim to or lien upon said Premises arising from any act or omission of Lessee shall in all respects be subject and subordinate to the paramount title and rights of Lessor in and to said Premises and any Improvements thereon.

30. Surrender of Premises. Upon the expiration of the terms of this Lease or any renewal thereof, Lessee shall surrender the Premises to Lessor in substantially the same condition as of the Effective Date, ordinary wear and loss by fire, casualty or other causes beyond Lessee's control excepted.

31. Attorney Fees. If any action shall be instituted by either of the parties hereto for the enforcement or interpretation of any of their respective rights or remedies in or under this Lease, the prevailing party shall be entitled to recover from the losing party all costs incurred by the prevailing party in such action and any appeal therefrom, including reasonable attorneys' fees to be fixed by the court.

32. Entry. Lessor shall have the right to enter upon the Premises, or any part thereof, for the purpose of ascertaining their condition or whether Lessee is observing and performing the obligations assumed by it under this Lease, provided that such entry does not interfere with Lessee's business operations and provided that Lessor shall give Lessee at least forty-eight (48) hours written notice prior to any such inspection and the opportunity to have a representative present. Lessor entry shall be subject to Lessee's reasonable restrictions for safety, security and protection of proprietary and confidential information. Lessor shall have the right to enter upon the Premises, at all reasonable times and with no advance notice in the case of an emergency representing imminent danger to health, safety or welfare; provided that Lessor shall provide prompt notice to Lessee of such emergency entry.

33. Default by Lessee.

(a) Events of Default. The happening of any one of the following events (each, an "Event of Default") shall be considered a material breach and default by Lessee under this Lease:

(i) Monetary Default. If Lessee shall fail to pay any Base Rent or other amounts owing hereunder within thirty (30) days after delivery of written notice specifying such default to Lessee (a "Monetary Default"); or

(ii) Non-Monetary Default. In the event that Lessee allows its insurance to lapse, Lessee shall have seven (7) days after receipt of written notice from Lessor to cure or acquire a new insurance policy. If Lessee shall default in the performance of or compliance with any other covenants, agreements, terms, limitations, or conditions hereof including but not limited to Lessee abandonment of Premises, false or misleading representation by Lessee and failure to cure (other than a Monetary Default), and such default shall continue for a period of sixty (60) days after delivery of written notice specifying such default to Lessee; provided, however, that if Lessee proceeds with due diligence during such sixty (60) day period to substantially cure such default and is unable by reason of the nature of the work involved, Lessee's time to do so shall be extended by the time reasonably necessary, as determined by Lessor, to cure the same; or

(iii) Bankruptcy, Voluntary. If Lessee shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state, or other statute, law or regulation, or if Lessee shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties, or shall make any general assignment for the benefit of creditors; or

(iv) Bankruptcy, Involuntary. If a petition shall be filed against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state, or other statute, law or regulation, and shall remain undismissed or unstayed for one hundred eighty (180) days, or if any trustee, receiver or liquidator of Lessee, or of all or substantial part of its properties, shall be appointed without the consent or acquiescence of Lessee and such appointment shall remain unvacated and unstayed for one hundred eighty (180) days.

(b) Notice and Termination for Monetary Default. Upon the occurrence of one or more Monetary Default(s), Lessor at any time thereafter, but not after such default is cured, may give written notice ("Second Notice") to Lessee specifying such Event(s) of Default and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such Second Notice if such Monetary Default is not cured before such date, which date shall be at least thirty (30) days after the giving of such Second

Notice, subject to the provisions of Section 33(d), this Lease and the Term hereby demised and all rights of Lessee under this Lease shall expire and terminate as though such date were the date originally set forth herein for the termination hereof. For avoidance of doubt, if the Monetary Default is cured before the date specified in the Second Notice, this Lease and the Term shall not expire nor terminate on such date. Lessor shall have no right to terminate on account of any default that is not a Monetary Default.

(c) No Implied Waivers. No failure by Lessor to insist upon the strict performance of any covenant, agreement, term or condition hereof or to exercise any right or remedy consequent upon a breach hereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition hereof to be performed or complied with by Lessor or Lessee, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by the party to be charged therewith. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term, limitation and condition hereof shall continue in full force and effect with respect to any other then-existing or subsequent breach hereof.

(d) Remedies Cumulative; Limitation on Damages. In the event of any breach by Lessee of any of the covenants, agreements, terms or conditions hereof, Lessor, in addition to any and all other rights, shall be entitled to enjoin such breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise for such breach. In the event of Lessee's failure to pay Base Rent or other amounts owing hereunder on or before the date when due, Lessee shall pay Lessor interest on any such overdue payments and associated late charges at the rate of five percent (5%) per annum, but in no event an amount greater than permitted under applicable laws, rules, regulations and operating policies of any governmental entity, including Lessor, but this shall in no way limit any claim for damages for Lessor for any breach or default by Lessee; provided, however, Lessor shall not be permitted to charge Lessee such five percent (5%) late penalty until Lessor has first provided written notice to Lessee and provided Lessee ten (10) days in which to cure such failure to timely pay Base Rent or other amounts owing hereunder. Notwithstanding the foregoing, Lessor and Lessee agree that Lessor's right to terminate this Lease following a breach shall be limited to Monetary Defaults as set forth in Section 33(b).

34. Default by Lessor. Lessor's failure to perform or observe any obligation imposed hereunder after a period of one hundred twenty (120) days or such shorter time as provided for in this Lease or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure, after it receives notice from Lessee setting forth in reasonable detail the nature and extent of the failure shall constitute a default of Lessor. Lessee, in addition to the remedies given in this Lease or allowed at law or in equity or by statute or otherwise for such default, may terminate this Lease without further financial or performance obligation.

35. Utilities. Lessor represents and warrants to Lessee that the Premises can be served by non-potable well water and electricity. Lessee shall be responsible for separately metering and accounting for its use of such utilities and the costs thereof. Given that the Premises does not have sewage or septic bathroom facilities, Lessee shall be permitted to bring in portable bathrooms,

provided that such portable bathrooms shall be serviced regularly. Lessee confirms that it is aware that water for fire suppression may or may not be available and that Lessee is responsible for its own fire suppression measures.

36. Maintenance. During the Term, Lessee shall maintain the Premises in good and safe order, repair, and condition, excepting reasonable wear and tear, and further excepting any damage or destruction caused by natural hazards or acts of God. Lessee shall be responsible for all maintenance, and repair costs shall be borne by Lessee. Lessee shall be responsible for proper trash and debris disposal and removal.

37. Use and Care of Premises. At the time of acceptance, and subject to Lessor's representations and warranties contained herein, Lessee certifies that it has inspected the Premises and finds them to be in apparent safe and satisfactory condition and acknowledges that Lessor has made no representation to Lessee, other than the representations contained herein, as to the condition, safety, fitness for use or state of repair thereof. Lessee covenants and agrees that it will not use or knowingly permit any person to use said Premises or any part thereof for any use or purpose in violation of any municipal, state, or federal laws.

38. Quiet Enjoyment. If Lessee shall perform all of the material covenants and agreements herein imposed upon it, Lessor shall warrant and defend Lessee in the enjoyment and peaceful possession of the Premises throughout the term of this Lease. Lessee shall have the exclusive right to occupy and use the Premises while any rights given to access other portions of the Airpark are nonexclusive.

39. Access. Lessee, its agents, employees, contractors, suppliers, invitees or licensees, shall have non-exclusive, unobstructed access, twenty-four (24) hours a day, seven (7) days a week, to and from the Premises via such portions of the Airpark as are or may be necessary for Lessee to conduct its business operations, as permitted under this Lease, including, without limitation, the right to utilize the existing Goddard road extending north of East Pinal Airpark Road to the Premises (the "Goddard Road") for ingress and egress to the Premises, which Goddard Road is depicted on Exhibit B attached hereto. In connection with Lessee's use of the Goddard Road, Lessee shall be permitted, without obligation, to grade and extend the Goddard Road to a minimum of twenty-four (24) feet wide at Lessee's own expense. Lessor shall not construct or maintain, or permit to be constructed or maintained, any structure or barrier of any sort which would limit or otherwise interfere with Lessee's access to the Premises.

40. Additional Encumbrances. Lessor agrees, from time to time, to execute and deliver, as owner of the Premises (excluding the Improvements), such utility and right-of-way licenses to serve the Premises as Lessee may reasonably request and as are reasonably necessary in the development, use, operation and maintenance of the Premises and the business conducted on the Premises. From and after the Effective Date, Lessor shall not execute or consent to the recordation of any covenants, restrictions, easements, agreements, and reservations of record encumbering the Premises, other than those requested by Lessee under the preceding sentence.

41. Compliance with Laws. Lessee will at all times comply with all valid laws, ordinances, rules and regulations made by any governmental entity appertaining to Lessee's use or occupancy of the Premises. Lessee covenants and agrees to comply with and carry out at its

expense, all lawful orders and regulations of governmental bodies relating to the Premises. Lessor reserves the right to adopt, amend and enforce reasonable rules and regulations governing the Premises and the public area and facilities used by Lessee. Lessee agrees to obey by all such rules and regulations adopted or amended and specifically agrees that violation of any such rule and regulation shall constitute an Event of Default as provided in this Lease.

42. Airpark Security. Lessor has implemented or, in the future, will implement an Airport Security Plan (the "**Security Plan**") in a form acceptable to the Transportation Safety Administration pursuant to 14 CFR Parts 1540, 1542, and 139. Lessor shall at all times comply with the Security Plan and shall, to the fullest extent permitted by law, indemnify, defend and hold Lessor harmless for, from and against any violations of the Security Plan committed by any agents, employees, invitees, subcontractors or independent contractors of Lessee. Lessor reserves the right to modify the Security Plan from time to time, as it reasonably deems necessary.

43. Nonwaiver. No waiver of any expressed condition and/or breach of any one or more of the conditions or covenants of this Lease by either party shall be deemed to imply or to constitute a waiver of any succeeding expressed condition and/or breach; and the failure of either party to insist upon the strict performance of the terms, covenants and agreements and conditions herein contained or any one of them, shall not constitute or be construed as a waiver or relinquishment of such party's rights to thereafter enforce any such default, or any term, covenant, agreement, condition, or remedy afforded by operation of law or equity.

44. Assignment and Subletting.

(a) Lessee shall have the right to mortgage or collaterally assign its interest in this Lease to a bank or other similar intuitional lender (the "**Mortgagee**"), provided that any such leasehold mortgage or collateral assignment shall be subject, subordinate, and inferior at all times to the rights of Lessor hereunder (a "**Leasehold Mortgage**"). In connection with a Leasehold Mortgage or Lessor's consent to any other encumbrance, at a minimum the following shall apply: (i) such encumbrance shall only encumber Lessee's leasehold interest for the purpose of securing financing for Lessee's authorized Improvements (no other encumbrance shall be permitted); (ii) such encumbrance shall be subordinate to Lessor's interests, including its fee interest in the Leasehold Premises; (iii) the Mortgagee or other lienholder must agree to maintain current contact information with Lessor and provide Lessor with concurrent copies of any notices or communications regarding a default; (iv) the Mortgagee or other lienholder must certify to Lessor that it has reviewed this Lease and accepted provisions that may affect the Mortgagee or other lienholder, and that no loan requirements conflict with or materially erode any provisions of this Lease; (v) any default relating to such encumbrance shall be a default of this Lease; (vi) the Mortgagee or other lienholder must agree that upon any default, Lessor shall have a lien with first priority on all Lessee-owned property at the Leased Premises; (vii) the Mortgagee or other lienholder must agree that Lessor has complete and sole discretion as to whether to approve the substitution of a tenant by the Mortgagee or other lienholder and whether Lessor terminates this Agreement (which would result in a termination of the

Mortgagee's or other lienholder's interests in this Lease); and (viii) such encumbrance shall terminate prior to the expiration or termination of this Lease and the Mortgagee or other lienholder must agree to promptly remove such encumbrance when the obligation that it secures has been satisfied.

(b) If Lessee enters into a Leasehold Mortgage in accordance with this Section, and if Lessee or Mortgagee has notified Lessor pursuant to this Agreement of the existence of such Leasehold Mortgage and has provided the address to which any notices to the Mortgagee are to be mailed, then Lessor shall not be empowered to terminate this Agreement by reason of the occurrence of any default, unless and until Lessor has given the Mortgagee a copy of its notice to Lessee of such default. Upon Lessee's written request, Lessor shall provide Mortgagee with a written acknowledgment of the existence of such Leasehold Mortgage and that Lessor will comply with the provisions of this Section with respect thereto.

(c) The Mortgagee shall have the right to remedy any default under this Lease or cause the same to be remedied and Lessor shall accept such performance by or at the insistence of such Mortgagee as if the same had been made by Lessee. From the date Mortgagee receives notice of an occurrence of default as provided this Section, there shall be added to any grace period allowed by the terms of this Lease, an additional ten (10) days in the case of default in payment of Rent and an additional thirty (30) days in the case of all other defaults, for such Mortgagee to cure the same beyond the time allowed to Lessee. In case of a default, other than failure to by Rent, Lessor shall not be empowered to terminate this Lease by reason of the occurrence of such default if Mortgagee, within thirty (30) days after the giving of notice of such default, commences foreclosure or similar proceedings under the Leasehold Mortgage for the purpose of acquiring Lessee's interest in this Agreement and thereafter diligently prosecutes the same, and shall bring current all payments of Rent and all other sums payable by Lessee hereunder. The Mortgagee may become the legal owner and holder of the leasehold estate under this Lease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Lease in lieu of foreclosure. While such Leasehold Mortgage is in effect, Lessor shall not accept any surrender or cancellation of this Lease by Lessee or amend or modify any material provision of this Lease without the Mortgagee's prior written consent, which such consent shall not be unreasonably withheld or delayed.

(d) Lessee agrees that it will not, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, sublet, sell, convey, transfer or assign, mortgage or pledge (collectively "**Transfer**"), this Lease or any part thereof, or any rights hereunder. The prohibition shall not be applicable to any assignment to an Affiliate of Lessee. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Premises. The provisions of this Section shall not prohibit the granting of any security interests for development of the Premises as long as the fee title remains unencumbered. As used herein, the term "**Affiliate**" means, as applied to any person or entity: (i) any person or entity directly or indirectly controlling,

controlled by, or under common control with, such person or entity; or (ii) any person or entity owning or controlling fifty-one percent (51%) or more of the outstanding voting securities or interests of such person or entity; or (iii) any person or entity resulting from a merger or consolidation with such person or entity.

45. Successors. Subject to the other provisions of this Lease, all of the terms, covenants and conditions of this Lease shall inure to the benefit of and shall bind, as the case may be, not only the parties hereto, but their heirs, executors, administrators, successors, assigns and legal representatives of the respective parties hereto.

46. Notices. Except as otherwise required by law, any notice, demand or other communication given hereunder shall be in writing and shall be deemed to have been given, received and become effective: (a) if given by personal delivery, on the date of personal delivery; (b) if delivered by any nationally recognized express or overnight delivery service (e.g., FedEx or UPS), on the next business day if designated for next day delivery; (c) if sent by electronic mail (email), on the date of delivery, provided that notice shall also be delivered within two (2) business days by another method permitted under this Section; or (d) if mailed to the party by certified mail, postage prepaid, return receipt requested, on the date that is three (3) days after deposit in the mail. Notices shall be addressed as follows:

Lessor:	Pinal County Attn: Real Property Manager P.O. Box 749 Florence, AZ 85132 Email: pwrealproperty@pinal.gov
With a copy to:	Pinal County Board of Supervisors c/o Clerk of the Board P.O. Box 827 Florence, AZ 85132
Lessee:	Lucid USA, Inc. 7373 Gateway Boulevard Newark, CA 94560 Attention: Legal Department - Real Estate Email: legal@LucidMotors.com
With a copy to:	Snell & Wilmer L.L.P. 1 E. Washington Street, Suite 2700 Phoenix, AZ 85004 Attention: Brett Rufer Email: brufer@swlaw.com

Each party may by notice in writing change its address for the purpose of this Lease, which address shall thereafter be used in place of the former address. Notwithstanding the foregoing, no payment

shall be deemed to be made until actually received in good and available funds by the intended payee.

47. Covenants Run with Land. All of the covenants, agreements, conditions and undertakings in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and shall be construed as covenants running with the land, and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental Lessor, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.

48. Compliance With Environmental Laws.

(a) Restrictions on Lessee. Lessee will not dispose of, generate, manufacture, process, produce, release, store, transport, treat, or use, nor will it permit the disposal, generation, manufacture, presence, processing, production, release, storage, transportation, treatment, or use of Hazardous Substances (as defined in Section 48(h)) on, under, or about the Premises in violation of Environmental Laws (as defined in Section 48(g)). In that connection, Lessee agrees that Lessee will comply and require all of its agents, employees, and contractors to (i) comply with all Environmental Laws; (ii) obtain and maintain or cause to be obtained and maintained all permits, licenses, and approvals required under Environmental Laws or otherwise relating to Hazardous Substances; and (iii) comply with all conditions and requirements of such permits, licenses, and approvals.

(b) Lessee's Business Operations. Lessor acknowledges that it is not the intent of this Section 48 to prohibit Lessee from operating its business at the Premises for Lessee's intended use, so long as the use or presence of Hazardous Substances is strictly and properly monitored according to all Environmental Laws. As a material inducement to Lessor to allow Lessee to use Hazardous Substances in connection with its business, Lessee agrees to develop emergency response/evacuation procedures in accordance with all applicable federal, state and local requirements. In connection with any Hazardous Substances utilized by Lessee on the Premises, Lessee shall be responsible, at its sole cost and expense, for making any necessary modifications or improvements either to the Premises or Lessee's equipment as required by Environmental Laws.

(c) Indemnification by Lessee. Lessee shall indemnify, defend and hold harmless, on demand, Lessor, each Pinal County Supervisor and each Lessor official representative, agent, attorney or employee for, from and against any and all Claims and administrative orders, consent decrees or agreements, legal and investigation fees or costs, arising from or related to the release of Hazardous Substances on the Premises after the effective date of this Lease:

(i) The violation of any Environmental Laws by Lessee or its affiliated entities, agents, employees, invitees, contractors, visitors, sublessees or licensees;

(ii) The presence, use, generation, storage or release of Hazardous Substances occurring during the Term caused or resulting from the acts of any Lessee or its owners or affiliated entities, agents, employees, invitees, contractors, visitors, sublessees or licensees; or

(iii) The breach by Lessee of any of its obligations under this Section 48.

Without limiting the foregoing, this indemnification shall include any and all costs incurred in connection with any investigations of all or any portion of the Premises or any cleanup, removal, repair, remediation, detoxification or restoration and the preparation of any closure or other plans required under applicable laws, rules, regulations and operating policies of any governmental entity. Lessee's indemnification and defense obligations shall not extend to (a) the violation of any Environmental Laws by parties other than Lessee and its affiliated entities, agents, employees, invitees, contractors, visitors, sublessees or licensees, or (b) the presence, use, generation, storage, or release of Hazardous Substances in, on, under, or above the Premises prior to the Effective Date.

(d) Indemnification by Lessor. Lessor shall indemnify, defend and hold harmless, on demand, Lessee and each Lessee official representative, agent, attorney or employee for, from and against any and all Claims and administrative orders, consent decrees or agreements, legal and investigation fees or costs, arising from or related to the presence, use, generation, storage, or release of Hazardous Substances in, on, under, or above the Premises prior to the Effective Date.

(e) Without limiting the foregoing, this indemnification shall include any and all costs incurred in connection with any investigations of all or any portion of the Premises or any cleanup, removal, repair, remediation, detoxification or restoration and the preparation of any closure or other plans required under applicable laws, rules, regulations and operating policies of any governmental entity.

(f) Survival. Lessee's indemnifications and obligations under this Section 48 shall survive the expiration or termination of this Lease as to events occurring or liability arising prior to the termination of this Lease.

(g) Environmental Laws. Lessee shall comply with any applicable federal, state, or local law, statute, ordinance, rule, regulation, policy, guidance, order, judgment, or decision of any governmental authority relating to the protection of the environment or to any emission, discharge, generation, processing, storage, use, holding, abatement, existence, release, threatened or potential release, or transportation of any Hazardous Substance, including any disclosure or reporting obligation thereof, whether to be disclosed

or reported to any governmental authority or whether a report or record is required to be maintained internally, including (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §300h *et seq.*; the Clean Water Act, 33 U.S.C. §1251 *et seq.*; the Clean Air Act, 42 U.S.C. §7401 *et seq.*; the Arizona Water Quality Assurance Revolving Fund, A.R.S. §49-281 *et seq.*; the Arizona Water Quality Control Program, A.R.S. §49-201 *et seq.*; and the Arizona Underground Storage Tank Law, A.R.S. §49-101 *et seq.*, as amended now and as may be amended in the future; and (b) all other legal requirements pertaining to reporting, licensing, permitting, approving, investigation, or remediation of emissions, discharges, releases, or threatened or potential releases of Hazardous Substances into, onto, or beneath the air, surface water, ground water, or land, or relating to the manufacture, processing, distribution, sale, use, treatment, receipt, storage, disposal, transport, or handling of Hazardous Substances.

(h) Hazardous Substances. Any substance that (a) is or contains asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum or petroleum-derived substances or wastes, radon gas, or related materials, (b) requires investigation, removal or remediation or for which there are restrictions, regulations or rules pursuant to any Environmental Law regarding its use, handling or disposal, under any Environmental Law, or is defined, listed, or identified as a “hazardous waste,” “Hazardous Substance,” “contaminant,” “toxic substance,” “toxic material,” “pollutant,” or “hazardous substance,” thereunder, or (c) is toxic, explosive, corrosive, flammable, infectious, radiologically contaminated, carcinogenic, mutagenic, or otherwise hazardous and is regulated by any governmental authority or Environmental Law.

49. Unavoidable Delay; Extension of Time of Performance. In addition to specific provisions of this Lease, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to any Force Majeure Event. Performance by Lessee shall not be deemed in default where delays are due to delays in granting of governmental approvals contemplated by this Lease. An extension of time for any such cause shall be one day for each day during the continuance of any Force Majeure Event. Each of Lessor and Lessee shall inform the other of the occurrence of a Force Majeure Event where an extension of time is claimed. In addition to automatic extensions for Force Majeure Events, Lessor may extend time for performance for up to a total of sixty (60) days upon good faith showing by Lessee of the need for such extension. “**Force Majeure Event**” means any event which prohibits or materially interferes with, delays or alters the performance of the applicable duty under this Lease, including, but not limited to the following: strikes or lockouts; unanticipated shortages of material or labor (excluding those caused by lack of funds); acts of the public enemy; confiscation or seizure by any government or public authority; injunction, restraining order or other court order or decree, initiative or referendum action; wars or war-like action (whether actual and pending or expected, and whether de jure or de facto); blockades; insurrections; riots; civil disturbances; pandemic; and acts of God; but excluding delays caused by lack of funds. The provisions of this Section shall not apply to nor

operate to excuse Lessee from the payment of Base Rent or any other payments to be made in accordance with the terms of this Lease.

50. Termination by Lessee and Lessor. Either party shall have the right to terminate this Lease at any time by delivering the other party ninety (90) days advance written notice. Lessee is obligated to continue payment of Base Rent and any other charges due under this Lease for the period of ninety (90) days from the effective date of notice. In the event that Lessor desires to exercise its right under this provision to terminate this Lease without cause, Lessor shall be responsible and liable for reimbursing Lessee for all out of pocket costs and expenses incurred by Lessee to prepare and improve the Premises for Lessee's uses, including the cost of any work done to the Premises, improvements installed on the Premises, and otherwise. Lessee shall provide reasonable documentary evidence of all such costs and expenses so incurred, and Lessor shall reimburse Lessee within thirty (30) days after such termination.

51. Lessor Representations and Warranties. Lessor represents and warrants to Lessee as follows: (a) Lessor has good and marketable title to the Premises and has full right, power and authority, without the consent of any third party, to lease the Premises to Lessee; (b) Lessor shall deliver the Premises to Lessee free and clear of all other tenancies and parties in possession; (c) to Lessor's knowledge, as of the Effective Date, the Premises are in material compliance with all applicable laws, rules, regulations and operating policies of any governmental entity; (d) to Lessor's knowledge, as of the Effective Date, there are no Hazardous Substances present upon or below the Premises, or in any structures or improvements located on the Premises, in violation of applicable laws, rules, regulations and operating policies of any governmental entity; and (e) there are no restrictions, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Lessee's use and business operations, as permitted under this Lease.

52. Limitation of Liability.

(a) Lessor. No Pinal County Supervisor or Lessor official representative, agent, attorney or employee shall be personally liable to Lessee, in the event of any default or breach by Lessor or for any amount which may become due to Lessee, or with respect to any obligation of Lessor.

(b) Lessee. No individual or entity who is a shareholder, member, manager, constituent partner, officer or director of Lessee shall be personally liable to Lessor, in the event of any default or breach by Lessee or for any amount which may become due to Lessor, or with respect to any obligation of Lessee.

53. Miscellaneous.

(a) Time of Essence. Time is of the essence in the performance of each and every provision of this Lease.

(b) Singular and Plural, Gender. If two or more persons, firms, corporations, or other entities constitute either Lessor or Lessee, the word "Lessor" or the word "Lessee" shall be construed as if it reads "Lessors" or "Lessees" and the pronouns "it," "he," and "him" appearing herein shall be construed to be the singular or plural, masculine, feminine, or neuter gender as the context in which it is used shall require.

(c) Entire Agreement. This Lease and its exhibits contain the entire agreement between Lessor and Lessee concerning the rental of and development of the Premises, and any executory agreement hereafter made between Lessor and Lessee shall be ineffective to change, modify, waive, release, discharge, terminate, or effect an abandonment of this Lease, in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, waiver, release, discharge, termination, or the effect of the abandonment is sought.

(d) Captions. The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

(e) Provisions Severable. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(f) Choice of Law. This Lease shall be construed and enforced in accordance with the laws of the State of Arizona.

(g) Right of Cancellation. The parties acknowledge that this Lease is subject to cancellation pursuant to A.R.S. §38-511.

(h) No Unreasonable Withholding. Wherever in this Lease the consent or approval of either party is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed, except where otherwise specifically provided.

(i) Estoppel Certificates. Lessor or Lessee may request a certificate evidencing whether or not: (A) the Lease is in full force and effect along with the amount and current status of the Base Rent and other amounts due hereunder; (B) the Lease has been modified or amended in any respect or describing such modifications or amendments, if any; and (C) there are any existing defaults thereunder to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any. The party from whom an estoppel certificate is being sought shall respond to the requesting party within thirty (30) days.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the Effective Date.

LESSOR:


PINAL COUNTY, ARIZONA, a political subdivision of the State of Arizona

Chairman of the Board

ATTEST:

Deputy/Clerk of the Board

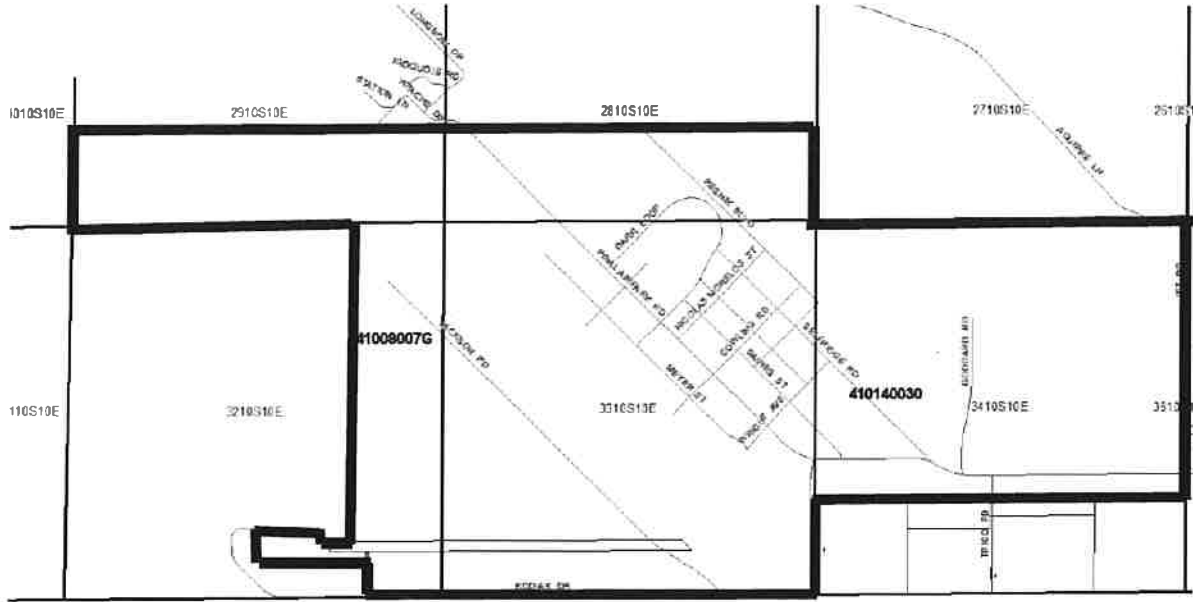
APPROVED AS TO FORM:



Deputy County Attorney

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EXHIBIT A
DEPICTION OF AIRPARK



Affected Parcels: 410-14-0030 and 410-08007G
Owner: Pinal County – Pinal County Airpark
Airport Property Lines: **—————**

EXHIBIT B

DESCRIPTION AND DEPICTION OF PREMISES AND GODDARD ROAD

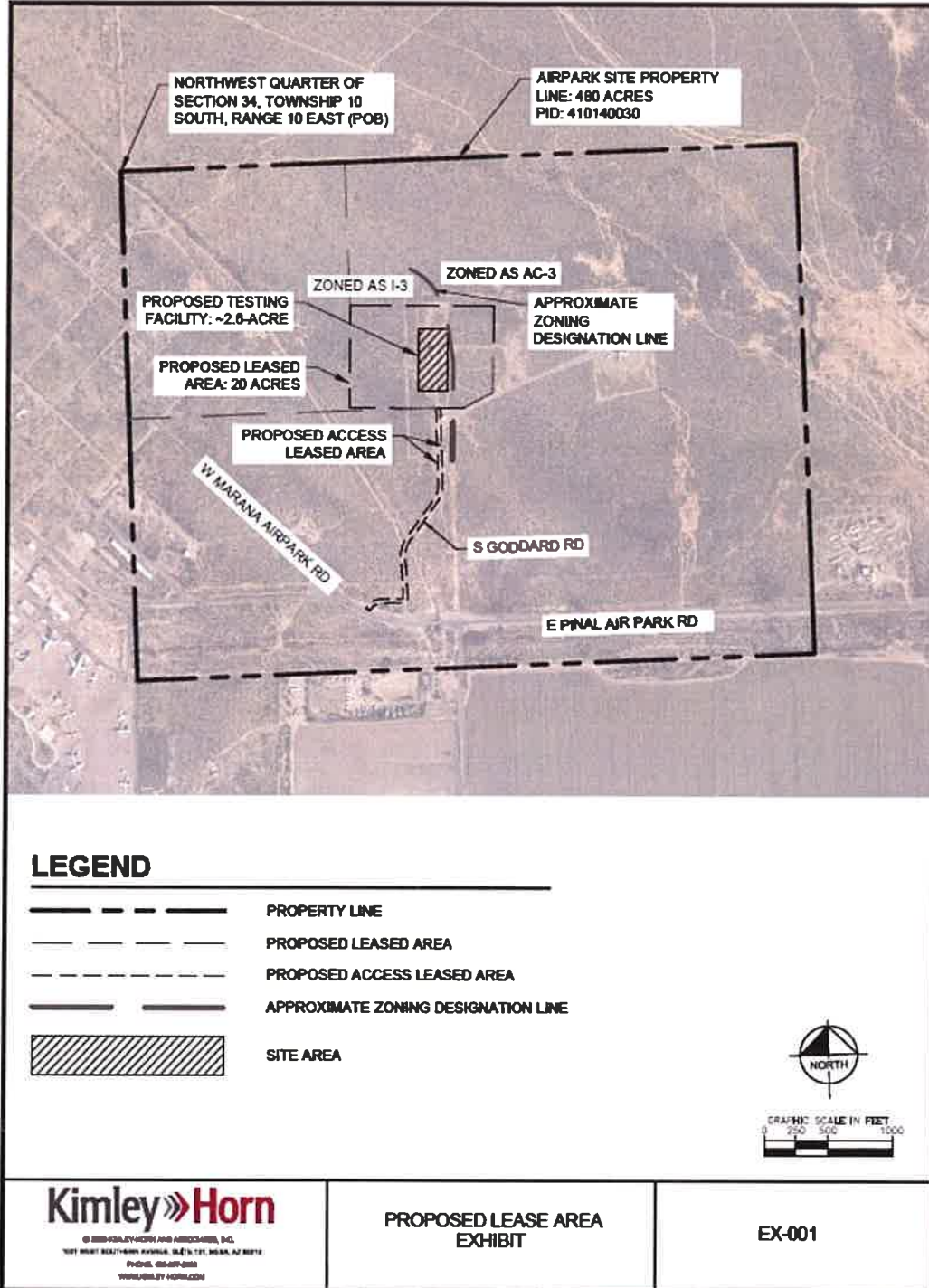
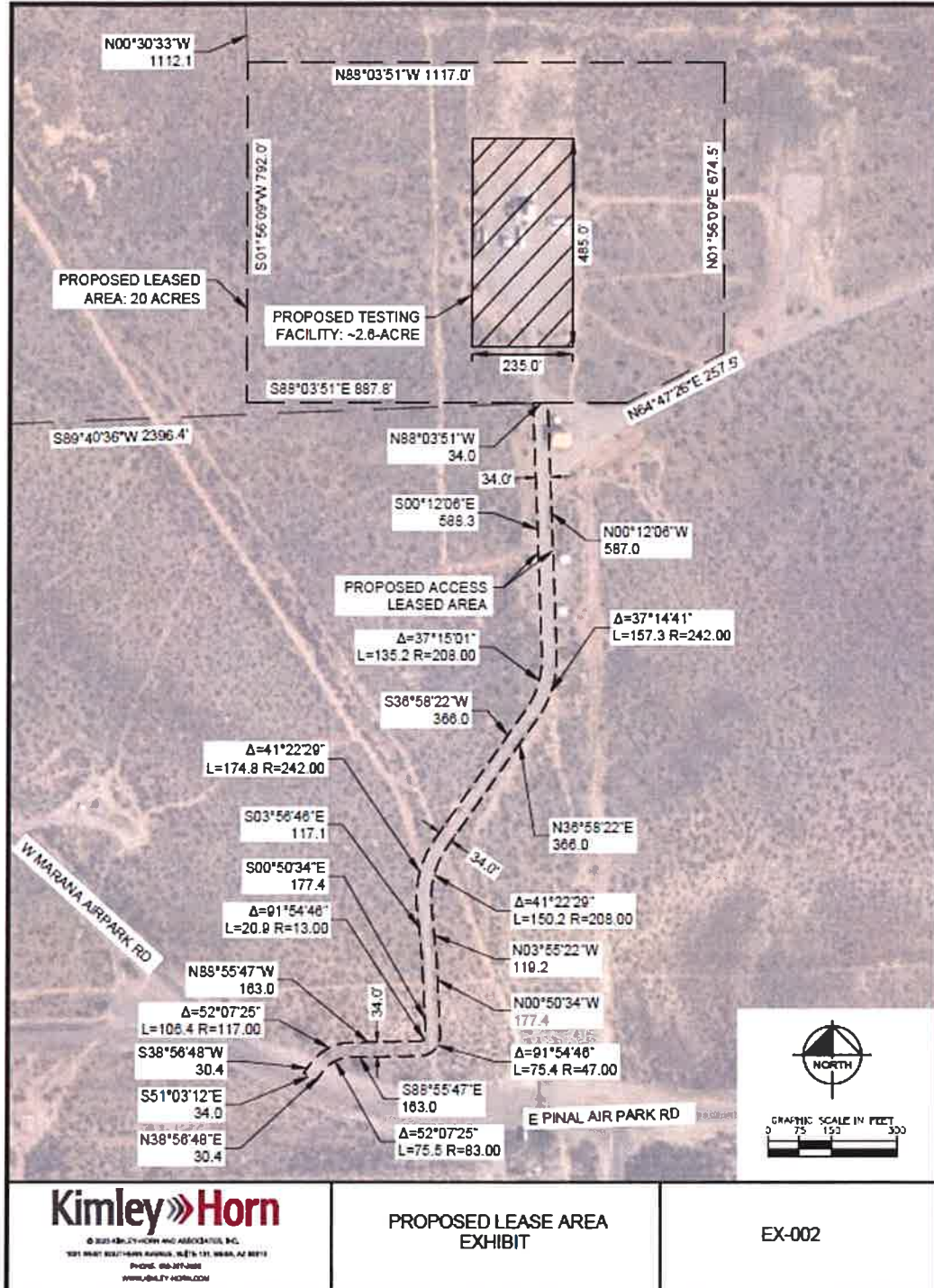


EXHIBIT B (continued)



Kimley Horn
 © 2014 KIMLEY HORN AND ASSOCIATES, INC.
 101 WEST BELL STREET SUITE 100, WENATCHEE, WA 98591
 PHONE: 509-377-3888
 WWW.KIMLEYHORN.COM

PROPOSED LEASE AREA
 EXHIBIT

EX-002

EXHIBIT B (continued)

LEGAL DESCRIPTION

PROPOSED LEASED AREA:

BEGINNING IN THE NORTHWEST QUARTER OF SECTION 34 TOWNSHIP 10 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER MERIDIAN; THENCE NORTH 89 DEGREES 29 MINUTES 27 SECONDS EAST, ASSUMED BEARING, ALONG THE NORTH LINE OF SAID QUARTER OF SECTION 34 TOWNSHIP 10 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER MERIDIAN, A DISTANCE 1753.89 FEET; THENCE NORTH 0 DEGREES 30 MINUTES 33 SECONDS WEST, A DISTANCE OF 1112.09 FEET; THIS POINT BEGINS THE LEASED AREA, THENCE NORTH 88 DEGREES 3 MINUTES 51 SECONDS WEST, ALONG THE NORTH LINE OF THE LEASED AREA, A DISTANCE OF 1117.00 FEET; THENCE NORTH 1 DEGREE 56 MINUTES 9 SECONDS EAST, ALONG THE EAST SIDE OF THE LEASED AREA, A DISTANCE 674.50 FEET; THENCE NORTH 64 DEGREES 47 MINUTES 26 SECONDS EAST, ALONG THE SOUTH EASTERLY LINE OF THE LEASED AREA, A DISTANCE 257.54 FEET; THENCE SOUTH 88 DEGREES 3 MINUTES 51 SECONDS EAST, ALONG THE SOUTH LINE OF THE LEASED AREA, A DISTANCE OF 887.8 FEET; THENCE SOUTH 1 DEGREE 56 MINUTES 9 SECONDS WEST, ALONG THE WEST LINE OF THE LEASED AREA, A DISTANCE OF 792.00 FEET AND SAID LINE THERE TERMINATING.

PROPOSED ACCESS LEASED AREA:

BEGINNING IN THE NORTHWEST QUARTER OF SECTION 34 TOWNSHIP 10 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER MERIDIAN; THENCE SOUTH 0 DEGREES 19 MINUTES 24 SECONDS EAST, A DISTANCE OF 1897.8 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 36 SECONDS WEST, A DISTANCE 2396.4 FEET; THENCE NORTH 88 DEGREES 3 MINUTES 51 SECONDS WEST, A DISTANCE OF 34.0 FEET; THENCE NORTH 0 DEGREES 12 MINUTES 6 SECONDS EAST A DISTANCE OF 587.0 FEET; THENCE SOUTHWESTERLY 157.3 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 242 FEET AND A CENTRAL ANGLE OF 37 DEGREES 14 MINUTES 41 SECONDS; THENCE NORTH 36 DEGREES 58 MINUTES 22 SECONDS EAST, A DISTANCE OF 366.0 FEET; THENCE SOUTHEASTERLY 150.2 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 208 FEET AND A CENTRAL ANGLE OF 41 DEGREES 22 SECONDS 29 SECONDS; THENCE NORTH 3 DEGREES 55 MINUTES 22 SECONDS WEST, A DISTANCE OF 119.2 FEET; THENCE NORTH 0 DEGREES 50 MINUTES 34 SECONDS WEST, A DISTANCE 177.4 FEET; THENCE WESTERLY A DISTANCE OF 75.4 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 47 FEET AND A CENTRAL ANGLE OF 91 DEGREES 54 MINUTES 46 SECONDS; THENCE SOUTH 88 DEGREES 55 MINUTES 47 SECONDS EAST, A DISTANCE OF 163.0 FEET; THENCE SOUTHWESTERLY 75.5 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 83 FEET AND A CENTRAL ANGLE OF 52 DEGREE 7 MINUTES 25 SECONDS; THENCE NORTH 38 DEGREES 56 MINUTES 48 SECONDS EAST, A DISTANCE 30.4 FEET; THENCE SOUTH 51 DEGREES 3 MINUTES 12 SECONDS EAST, A DISTANCE 34.0 FEET; THENCE SOUTH 38 DEGREES 56 MINUTES 48 SECONDS WEST, A DISTANCE OF 30.4 FEET; THENCE NORTHEASTERLY 106.4 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 117 FEET AND A CENTRAL ANGLE OF 52 DEGREES 7 MINUTES 25 SECONDS; THENCE NORTH 88 DEGREES 55 MINUTES 47 SECONDS WEST, A DISTANCE OF 163.0 FEET; THENCE NORTHERLY 20.9 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 13 FEET AND A CENTRAL ANGLE OF 91 DEGREES 54 MINUTES 46 SECONDS; THENCE SOUTH 0 DEGREE 50 MINUTES 34 SECONDS EAST, A DISTANCE OF 177.4 FEET; THENCE SOUTH 3 DEGREE 56 MINUTES 46 SECONDS EAST, A DISTANCE OF 117.1 FEET; THENCE NORTHEASTERLY 174.8 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 242 FEET AND A CENTRAL ANGLE OF 41 DEGREES 22 MINUTES 29 SECONDS; THENCE SOUTH 36 DEGREES 58 MINUTES 22 SECONDS WEST, A DISTANCE 366.0 FEET; THENCE NORTHERLY A DISTANCE OF 135.2 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST ALONG A RADIUS OF 208 FEET AND A CENTRAL ANGLE OF 37 DEGREES 15 MINUTES 1 SECOND; THENCE SOUTH 0 DEGREES 12 MINUTES 6 SECONDS EAST, A DISTANCE OF 588.3 FEET AND SAID LINE TERMINATING THERE.

*REFER TO CERTIFIED SITE SURVEY OR PLAT FOR EXACT LOCATION OF EXISTING EASEMENTS, PROPERTY BOUNDARY DIMENSIONS, AND ADJACENT RIGHT-OF-WAY & PARCEL INFORMATION. TOPOGRAPHIC SURVEY PROVIDED BY RICK ENGINEERING COMPANY, PHOENIX, AZ DATED 06/20/2023. KIMLEY-HORN ASSUMES NO LIABILITY FOR ANY ERRORS, INACCURACIES, OR OMISSIONS CONTAINED THEREIN.

 <p>Kimley»Horn <small>© 2023 KIMLEY-HORN AND ASSOCIATES, INC. 1201 NORTH DEER CREEK AVENUE, SUITE 100, MESA, AZ 85212 PHOENIX, AZ 85016 WWW.KIMLEY-HORN.COM</small></p>	<p align="center">PROPOSED LEASE AREA EXHIBIT LEGAL DESCRIPTION</p>	<p align="center">EX-003</p>
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EXHIBIT C

MEMORANDUM OF LEASE

[attached]

When recorded return to:
Clerk of the Board
PO Box 827
Florence, AZ 85132

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the “**Memorandum**”) is entered into this 24th day of April, 2024, by and between Pinal County, Arizona, a political subdivision of the State of Arizona, with its principal place of business at 31 North Pinal Street, Florence, AZ 85132, (“**Lessor**”) and Lucid USA, Inc., a Delaware corporation, with its principal place of business at 7373 Gateway Boulevard, Newark, CA 94560 (“**Lessee**”) for the purpose of recording that on April 24, 2024 Lessor and Lessee executed a Lease (the “**Lease**”), an executed copy of which is in the possession of each party. The real property which is the subject of the Lease (the “**Premises**”) is legally described and depicted on Exhibit A, attached hereto and incorporated herein by this reference.

1. Term.

a. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises for an initial term of approximately five (5) years commencing on April 24, 2024 (the “**Effective Date**”) and ending at 11:59 p.m. on April 23, 2029, unless the Lease is sooner terminated as provided in the Lease.

b. Lessee shall have the option to extend the term of this Lease for two (2) additional terms of three (3) years each.

2. Title to Improvements. Pursuant to A.R.S. §28-8425, title to all Improvements on or to the Premises shall vest with the Lessor. Lessee, however, shall retain the right to remove Improvements and return the Premises to its original state upon termination or natural expiration of this Lease, or any earlier time as Lessee so desires.

3. Access. Lessee, its agents, employees, contractors, suppliers, invitees or licensees, shall have unobstructed access, twenty-four (24) hours a day, seven (7) days a week, to and from the Premises via such portions of the Airpark as are or may be necessary for Lessee to conduct its business operations, as permitted under this Lease, including, without limitation, the right to utilize the existing Goddard road extending north of East Pinal Airpark Road to the Premises (the “Goddard Road”) for ingress and egress to the Premises, which Goddard Road is depicted on Exhibit A attached hereto. In connection with Lessee’s use of the Goddard Road, Lessee shall be permitted, without obligation, to grade and extend the Goddard Road to a minimum of twenty-four (24) feet wide at Lessee’s own expense. Lessor shall not construct or maintain, or permit to be constructed or maintained, any structure or barrier of any sort which would limit or otherwise interfere with Lessee’s access to the Premises.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Lease.

5. Lease Terms. This Lease of the Premises to Lessee is pursuant to the Lease which is incorporated in this Memorandum by this reference.

6. Successors and Assigns. This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns, subject, however, to the provisions of the Lease on assignment.

7. Governing Law. This Memorandum and the Lease are governed by Arizona law without giving effect to conflicts of law principles.

[SIGNATURES FOLLOW ON NEXT TWO PAGES]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum as of the day and year first above written.

LESSOR:

PINAL COUNTY, ARIZONA, a political
subdivision of the State of Arizona

Chairman of the Board

ATTEST:

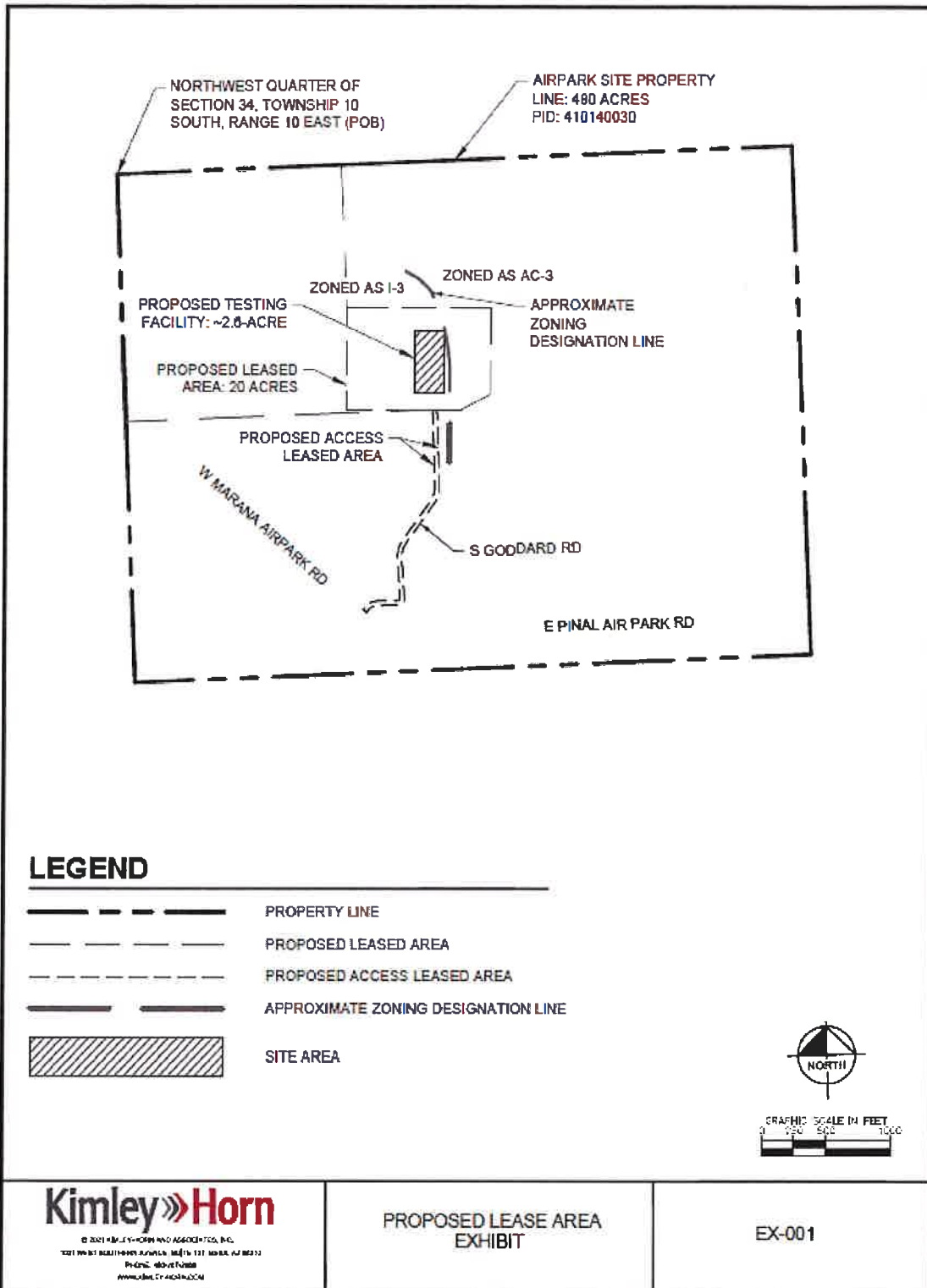
Deputy/Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

**Exhibit A (to Memorandum of Lease)
Description and Depiction of Premises and Goddard Road**



Kimley»Horn

© 2021 KIMLEY-HORN AND ASSOCIATES, INC.
1021 WEST BELL STREET SUITE 100, TULSA, OK 74103
Phone: 918.466.7000
www.kimley-horn.com

PROPOSED LEASE AREA
EXHIBIT

EX-001

Exhibit A (to Memorandum of Lease) (continued)

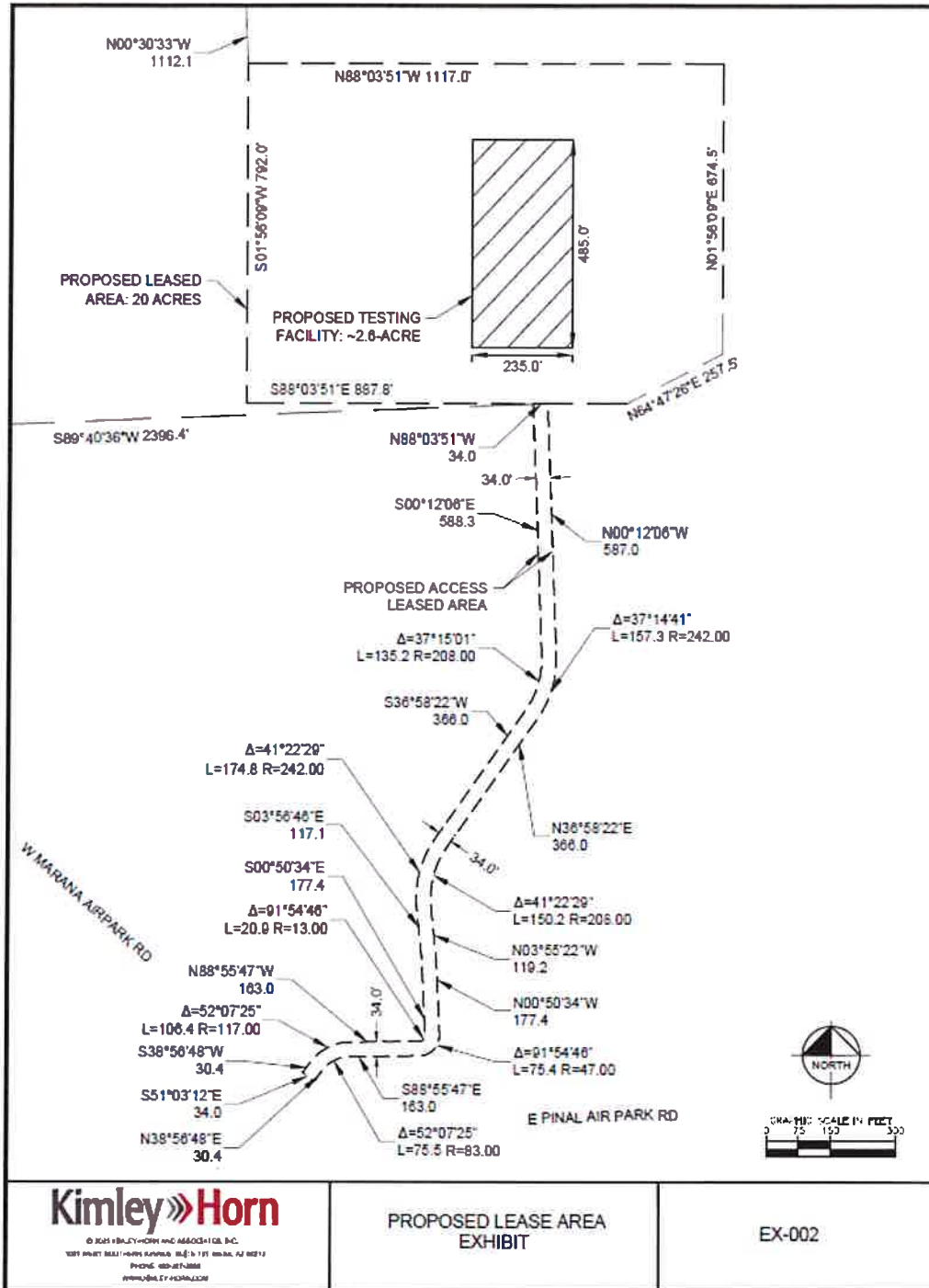


Exhibit A (to Memorandum of Lease) (continued)


LEGAL DESCRIPTION		
<p>PROPOSED LEASED AREA: BEGINNING IN THE NORTHWEST QUARTER OF SECTION 34 TOWNSHIP 10 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER MERIDIAN; THENCE NORTH 89 DEGREES 29 MINUTES 27 SECONDS EAST, ASSUMED BEARING, ALONG THE NORTH LINE OF SAID QUARTER OF SECTION 34 TOWNSHIP 10 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER MERIDIAN, A DISTANCE 1753.89 FEET; THENCE NORTH 0 DEGREES 30 MINUTES 33 SECONDS WEST, A DISTANCE OF 1112.09 FEET; THIS POINT BEGINS THE LEASED AREA, THENCE NORTH 88 DEGREES 3 MINUTES 51 SECONDS WEST, ALONG THE NORTH LINE OF THE LEASED AREA, A DISTANCE OF 1117.00 FEET; THENCE NORTH 1 DEGREE 56 MINUTES 9 SECONDS EAST, ALONG THE EAST SIDE OF THE LEASED AREA, A DISTANCE 674.50 FEET; THENCE NORTH 64 DEGREES 47 MINUTES 26 SECONDS EAST, ALONG THE SOUTH EASTERLY LINE OF THE LEASED AREA, A DISTANCE 257.54 FEET; THENCE SOUTH 88 DEGREES 3 MINUTES 51 SECONDS EAST, ALONG THE SOUTH LINE OF THE LEASED AREA, A DISTANCE OF 887.8 FEET; THENCE SOUTH 1 DEGREE 56 MINUTES 9 SECONDS WEST, ALONG THE WEST LINE OF THE LEASED AREA, A DISTANCE OF 792.00 FEET AND SAID LINE THERE TERMINATING.</p>		
<p>PROPOSED ACCESS LEASED AREA: BEGINNING IN THE NORTHWEST QUARTER OF SECTION 34 TOWNSHIP 10 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER MERIDIAN; THENCE SOUTH 0 DEGREES 19 MINUTES 24 SECONDS EAST, A DISTANCE OF 1897.8 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 36 SECONDS WEST, A DISTANCE 2396.4 FEET; THENCE NORTH 88 DEGREES 3 MINUTES 51 SECONDS WEST, A DISTANCE OF 34.0 FEET; THENCE NORTH 0 DEGREES 12 MINUTES 6 SECONDS EAST A DISTANCE OF 587.0 FEET; THENCE SOUTHWESTERLY 157.3 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 242 FEET AND A CENTRAL ANGLE OF 37 DEGREES 14 MINUTES 41 SECONDS; THENCE NORTH 36 DEGREES 58 MINUTES 22 SECONDS EAST, A DISTANCE OF 366.0 FEET; THENCE SOUTHEASTERLY 150.2 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 208 FEET AND A CENTRAL ANGLE OF 41 DEGREES 22 SECONDS 29 SECONDS; THENCE NORTH 3 DEGREES 55 MINUTES 22 SECONDS WEST, A DISTANCE OF 119.2 FEET; THENCE NORTH 0 DEGREES 50 MINUTES 34 SECONDS WEST, A DISTANCE 177.4 FEET; THENCE WESTERLY A DISTANCE OF 75.4 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 47 FEET AND A CENTRAL ANGLE OF 91 DEGREES 54 MINUTES 46 SECONDS; THENCE SOUTH 88 DEGREES 55 MINUTES 47 SECONDS EAST, A DISTANCE OF 163.0 FEET; THENCE SOUTHWESTERLY 75.5 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 83 FEET AND A CENTRAL ANGLE OF 52 DEGREE 7 MINUTES 25 SECONDS; THENCE NORTH 38 DEGREES 56 MINUTES 48 SECONDS EAST, A DISTANCE 30.4 FEET; THENCE SOUTH 51 DEGREES 3 MINUTES 12 SECONDS EAST, A DISTANCE 34.0 FEET; THENCE SOUTH 38 DEGREES 56 MINUTES 48 SECONDS WEST, A DISTANCE OF 30.4 FEET; THENCE NORTHEASTERLY 106.4 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 117 FEET AND A CENTRAL ANGLE OF 52 DEGREES 7 MINUTES 25 SECONDS; THENCE NORTH 88 DEGREES 55 MINUTES 47 SECONDS WEST, A DISTANCE OF 163.0 FEET; THENCE NORTHERLY 20.9 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 13 FEET AND A CENTRAL ANGLE OF 91 DEGREES 54 MINUTES 46 SECONDS; THENCE SOUTH 0 DEGREE 50 MINUTES 34 SECONDS EAST, A DISTANCE OF 177.4 FEET; THENCE SOUTH 3 DEGREE 56 MINUTES 46 SECONDS EAST, A DISTANCE OF 117.1 FEET; THENCE NORTHEASTERLY 174.8 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 242 FEET AND A CENTRAL ANGLE OF 41 DEGREES 22 MINUTES 29 SECONDS; THENCE SOUTH 36 DEGREES 58 MINUTES 22 SECONDS WEST, A DISTANCE 366.0 FEET; THENCE NORTHERLY A DISTANCE OF 135.2 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST ALONG A RADIUS OF 208 FEET AND A CENTRAL ANGLE OF 37 DEGREES 15 MINUTES 1 SECOND; THENCE SOUTH 0 DEGREES 12 MINUTES 6 SECONDS EAST, A DISTANCE OF 588.3 FEET AND SAID LINE TERMINATING THERE.</p>		
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 <small>© 2023 KIMLEY-HORN AND ASSOCIATES, INC. 1001 PHOENIX AVENUE, SUITE 100, PHOENIX, AZ 85012 PHONE: 602.417.1000 WWW.KH.COM</small>	PROPOSED LEASE AREA EXHIBIT LEGAL DESCRIPTION	EX-003

EXHIBIT D

REQUIRED FEDERAL PROVISIONS

A.) During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest (hereinafter collectively referred to as the "Lessee") agrees as follows:

1. Compliance with Regulations: Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.

2. Non-discrimination: Lessee, with regard to the work performed by it during the term of this Lease, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Contracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a contract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by Lessee of Lessee's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to Lessor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of Lessee's noncompliance with the Non-discrimination provisions of this Lease, Lessor will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Lease, in whole or in part.

6. Incorporation of Provisions: Lessee will include the provisions of paragraphs one through six of this Section in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued

pursuant thereto. Lessee will take action with respect to any contract or procurement as Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, Lessee may request Lessor to enter into any litigation to protect the interests of Lessor. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

- B.) Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- C.) Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Lessee will use the Premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- D.) During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - ii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- ix. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

E.) In all its activities within the scope of its airport program, Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent

Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required transferee is obligated in the same manner as Lessee. The above provision obligates Lessee for the period during which the property is owned, used or possessed by Lessee and the airport remains obligated to the Federal Aviation Administration.

- F.) In the event of breach of any of the above Nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.
- G.) Lessee agrees that it shall insert the above six provisions (A) through (F) in any agreement by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Premises herein leased or owned.