

Lease Contract for Commercial Premises

The following Parties have agreed to the Lease Contract described herein:

Anwendungszentrum GmbH Oberpfaffenhofen, Friedrichshafenerstr.1, 82205 Gilching, Germany,
legally represented by Mr. Thorsten Rudolph, CEO

-also referred to hereafter as “Lessor”-

and

[XXX] (company founder), [address], legally represented by [legal representative].

-also referred to hereafter as “Lessee”-

Preamble

The Application Center for Satellite Navigation Oberpfaffenhofen (Anwendungszentrum GmbH Oberpfaffenhofen, also referred to hereafter as “AZO”) is continuing its record of success as a business incubator in the field of aerospace at the newly constructed Aerospace Technology Park Oberpfaffenhofen (ASTO). AZO has leased the office space required for this from the owner and obtained permission to sublease it to incubated companies. [XXX] is a start-up company in the field of satellite navigation. As part of the ESA BIC Project, [XXX] has been selected for incubation for a period of up to 24 months.

For the 24 months of this incubation period, AZO shall provide [XXX] with commercial Premises under the lease conditions listed herein. Following this period, [XXX] shall be encouraged to continue to lease commercial premises at ASTO. If it so chooses, [XXX] shall independently conclude the corresponding contractual agreements required with ASTO’s lessor.

§ 1 Object of Lease and Transfer Thereof

1. The following Premises shall be leased to the Lessee at the Aerospace Technology Park Oberpfaffenhofen building, Friedrichshafenerstr. 1, 82205 Gilching, Germany, along with the furnishings listed under § 3:

1 office space (*first floor, office number XX - exact description/location*) with a surface area of 18 m².

2. In addition, the Lessee shall have access to the following accommodations for shared use with AZO:

- Conference room no. 1 (maximum capacity: eight people)
- Conference room no. 2 (maximum capacity: 40 people)
- Kitchen
- WC

Use of the conference rooms is to be coordinated in advance with AZO.

3. The Lessee shall acknowledge the state of the Premises at the point of handover as relevant to this Lease Contract. For this purpose, a record of transfer shall be created to document any flaws, which are then to be addressed by the Lessor. This record of transfer shall be part of this Contract.
4. The Lessor is to be notified immediately of any damages to the Premises.
5. During the handover of the Premises leased, the Lessee shall receive two sets of keys and, if required, keycards for the Premises. The cost of any additional keys or keycards required by the Lessee shall be borne by the Lessee. If any keys or keycards received or otherwise procured by the Lessee are lost, the Lessor is to be notified immediately. If a keycard is lost, the Lessor shall have the right to have the card blocked by the owner of the Premises; if the Lessee is responsible for the loss of a key, the Lessee shall bear the cost of procuring a replacement lock and the corresponding required keys. Analogously, if the Premises has a master key system and it must be fully replaced, the Lessee shall also bear the corresponding cost. However, the maximum cost of this shall not exceed €5,000.00. In general, new keys may only be ordered from the Lessor with the involvement of the owner of the Premises. All keys and keycards received or otherwise procured

by the Lessee are to be returned when the duration of the lease ends. Should the Lessee fail to do so by a set deadline despite reminders, the Lessor shall have the right to replace all of the locks (and the entire master key system, if required) at the Lessee's expense. The Lessee shall also be liable for the abuse of keys and keycards by employees, colleagues, or other individuals subordinate to the Lessee.

§ 2 Purpose of Lease

The Premises described herein shall be leased exclusively as office.

§ 3 Furnishings of Premises Leased

1. The Premises shall include the following furnishings:
 - 2 tables
 - 2 office chairs
 - 2 rolling cabinets
 - 2 telephones
 - 4 internet connection points

2. The following shall also be provided for shared use with AZO:
 - Internet access
 - Fax machine
 - Colour laser printer
 - Additional printer
 - Scanner
 - Telephone connection (domestic calls included in lease payment)
 - Video technology
 - Beamer

3. The inventory transferred to the Lessee, jointly used facilities and objects, and all other items and technical equipment in the Premises used by the Lessee are to be treated with care by the Lessee and returned in full at the end of the lease.

§ 4 Period of Lease

1. This Lease Contract shall begin on [starting date] and end 24 months later on [ending date].
2. There shall be no tacit extension of this Lease Contract should the Lessee simply continue using the Premises leased; as such, the regulations stipulated by § 545 BGB shall not apply.

§ 5 Lease Payment, Deposit

1. Payment for the use of the Premises leased as specified in § 1, including the furnishings described in § 3, shall amount to €625, plus VAT.
2. Payment shall be transferred in advance by the third business day of each month to the Lessor's account at Kreissparkasse München Starnberg. No additional charges shall be applied.

Bank Code: 702 501 50

Account number: 104 922 47

3. The lease payment shall include the following accessory expenses:
 - Building maintenance (in accordance with § 1 Betriebskostenverordnung BetrKV)
 - Heating
 - Internet access
 - Domestic telephone calls (calls to foreign countries and mobile phones shall be billed separately)
4. The Lessee shall render a lease deposit in the amount of one monthly lease payment (net). The Lessor shall hold the deposit in a separate account.

The Lessor shall have the right to satisfy due claims with the deposit during the period of lease. If this occurs, the Lessee shall be obligated to restore the deposit to its original amount. During the period of lease, the Lessee may not set off any claims due to the Lessor with amounts reclaimed from the deposit.

§ 6 Rights of Set-off, Retention

1. The Lessee may only set off the Lessor's lease payment claims after having notified the Lessor in writing one month in advance of this intention. Set-off shall not be admissible in cases of claims that are disputed or not legally binding.
2. The Lessee shall not have the right to retain any amount of the lease payment.

§ 7 Liability of Lessor

The Lessee shall not be entitled to damages claimed due to any flaw in the object leased or any delay on the part of the Lessor in eliminating such a flaw, provided that the flaw was not caused by the deliberate action or gross negligence of the Lessor or its auxiliary agencies. This shall affect neither the Lessee's right to have such flaws eliminated nor its right to render a reduced lease payment.

§ 8 Structural Alterations, Access, Cosmetic Repairs

1. The Lessee must obtain prior written consent from the Lessor before making any structural alterations to the Premises leased.
2. During business hours, the Lessor must provide advance notification before entering and inspecting the condition of the Premises leased. An authorised representative may also exercise this right.
3. The Lessee shall be responsible for any cosmetic repairs should the extent of wear require them following the period of use.

This shall also apply if the lease is terminated. Should cosmetic repairs not be required at such a point in time, the Lessee shall be obligated to contribute – based on the duration of its use and taking into account cosmetic repairs carried out and documented during the period of lease – to the required renovation costs. The Lessor shall have the extent of the work and costs required ascertained by a company in the corresponding field. Should the Lessor and Lessee come to no agreement regarding the extent of the work and/or costs owed by the Lessee, an assessor named by the responsible Chamber of Industry and Commerce (IHK) shall, if requested by either Party, come to a binding decision regarding the extent of the work and/or costs owed.

§ 9 Change of Purpose, Subleasing

1. The Lessee must obtain written consent from the Lessor before using the Premises for any purpose not defined in this Contract.
2. The Lessee must also obtain written consent from the Lessor before subleasing the Premises.

§ 10 Advertising

The Lessee shall have the right to affix company signs to specified locations within the building and on its exterior, provided that doing so neither negatively impacts the building's uniform overall appearance nor violates its regulations.

§ 11 Competitive Protection

The Lessee shall not be entitled to any protection from competition.

§ 12 Termination of Lease

1. Neither Party shall have the right to seek orderly termination of this Lease Contract before its scheduled end.
2. The Lessor shall have the right to terminate the Lease Contract in writing and without notice should:
 - a) The Lessee fall behind on its payment obligations to the point that the amount due exceeds 1.5 times the net base lease payment;
 - b) The Lessee neglect its contractual duties and does not fulfil them in good time following the receipt of a reminder;
 - c) The incubation contract between the Lessee and AZO be terminated early.

§ 13 Return of Object Leased

At the end of the lease period, the Lessee shall be obligated to return the object leased empty and fully cleaned as specified in this Contract, having performed all required cosmetic repairs (cf. § 8, 3). Any damage caused by the Lessee, its auxiliary agencies, or any other persons who have entered the Premises with the knowledge and permission of the Lessee must be amended by the Lessee. Mobile objects not owned by the Lessor must be removed from the Premises leased and/or disposed of in an orderly manner.

§ 14 Changes Required in Writing

No verbal agreements concerning this Contract shall be made. Any changes or amendments to this Contract must be made in writing. This also applies to any agreement to eliminate the written form requirement.

§15 Special Stipulations

1. The Lessee shall follow the regulations of the building that houses the Premises leased. The Lessee acknowledges its receipt of a current copy of these regulations.
2. Place of jurisdiction for any and all disputes resulting directly or indirectly from this Contract shall, unless legally inadmissible, be Munich, Germany. The laws of the Federal Republic of Germany shall apply.

§ 16 Severability Clause

Should any provision of this Contract be or become ineffective, this shall not affect the validity of the Contract's remaining provisions. The Parties to this Contract shall be obligated to replace any ineffective provision with a provision that corresponds as closely as possible to their legal and business aims.

Gilching, [date]

Gilching, [date]

Anwendungszentrum GmbH Oberpfaffenhofen
Company Management

[XXX]
Company Management