



EQUIPMENT LEASE AGREEMENT

This LEASE Agreement (the "**Agreement**") is made and entered into effective [date] by and between PLASMATREAT US Inc., with its principal place of business located at 2541 Technology Drive, Suite 407, Elgin, Illinois 60124 ("**LESSOR**"), and [redacted], a [redacted] [state of organization] [type of entity], with its principal place of business located at [redacted] ("**LESSEE**"), upon the following terms and conditions:

1. **LEASE.** LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR all the following equipment (the "**Equipment**"), as outlined in attachment A.

If LESSEE wants to purchase the same or higher value equipment at the end of the lease, LESSOR will credit up to fifty percent (50%) of the lease fees for up to six (6) months of lease value for Openair® Plasma systems and for up to three (3) months of lease value for Openair® Plasma with PlasmaPlus® and/or Aurora Low Pressure Plasma systems towards the purchase of the Equipment.

2. **LOCATION.** The Equipment will be kept at the premises of LESSEE located at [redacted] (the "**Premises**") and will be removed promptly from the Premises only after the end of the mutually agreed upon lease period.

3. **TERM and TERMINATION.** The term of this agreement shall commence on the [redacted] day of [redacted], 20[redacted], be in effect for [redacted] (weeks/months) and auto-renew thereafter for the same number of weeks/months unless modified/terminated by either party for convenience at any time by providing the other party 15 days advance notice in writing.

4. **PAYMENT.** The rent for the Equipment leased pursuant to the terms and conditions of this Agreement shall be payable in advance on the first day of each month, provided that the first month's rent shall be paid by Lessee to Lessor within five (5) business days of the full execution of the Lease. LESSOR may levy a later payment charge equal to five percent (5%) per month on any amount that is ten days overdue.

5. **DELIVERY and ACCEPTANCE.** The Equipment will be delivered to LESSEE's Facility after execution of this Agreement. LESSEE will be responsible for all freight, rigging and other costs and expenses incurred in connection with the delivery of the Equipment to LESSEE and delivery back to LESSOR. If the Equipment is not as such returned within 5 business days after the end of the agreement, LESSEE will pay for rent the weekly/monthly rental rate set forth above for each week/month which LESSEE fails to return the Equipment. Acceptance of the Equipment by the Lessee shall constitute an acknowledgement that:

- a) Such Equipment is in good order and condition; and
- b) Lessor has made no representation or warranty, express or implied, with respect to such Equipment.

7. **TITLE.** The Equipment shall at all times be the sole and exclusive property of the LESSOR and the LESSEE shall not have any rights or property interest therein. The LESSEE may not assign any right or interest to the Equipment or permit any lien or encumbrance to exist thereon other than liens and encumbrances placed thereon by the LESSOR or persons claiming against the LESSOR.

8. **USE.** LESSEE will use the Equipment in a careful and proper manner and comply with all national, state, municipal, and other laws, ordinances and regulations relating to the installation, possession, use and maintenance of the Equipment. The Equipment will be for the sole use of LESSEE. LESSEE will inspect the Equipment in a commercially reasonable manner promptly upon delivery and will notify LESSOR promptly of any defects. LESSEE will follow all industry standards and operating and service instructions, as provided, applicable to the Equipment.

9. **ALTERATIONS and REPAIR.** LESSEE will not make any alterations, additions or improvements to the Equipment except with the advance written consent of LESSOR. All additions or improvements made to the Equipment will belong to and become the property of LESSOR upon the expiration or earlier termination of this Agreement. LESSEE will, at LESSEE's sole cost and expense, keep the Equipment in good repair, condition and working order.

10. **LOSS AND DAMAGE.** LESSEE assumes all risk of loss, theft, or destruction of, and damage to, the Equipment from and after the time the Equipment is placed on a truck(s) at LESSOR's facility or warehouse or other shipping point for

shipment to LESSEE until the Equipment is returned to LESSOR's facility and inspected by LESSOR. LESSOR, upon advance reasonable notice, is entitled at reasonable times to inspect the Equipment or through its designees.

11. ACCIDENTS. LESSEE will notify LESSOR of each accident, loss of or damage to or related to the Equipment as soon as possible after any such occurrence, giving in writing any information that LESSOR may reasonably request. LESSEE will promptly advise LESSOR of all claims and demands relating to the Equipment and will assist in the investigation and defense of all such claims and demands and in the recovery of damages from third persons that are or may be liable for such claims.

12. TAXES. LESSEE will pay any and all taxes (local, state and federal) that may now or hereafter be imposed upon the ownership, leasing, possession or use of the Equipment.

13. INDEMNITY. LESSEE will indemnify and hold LESSOR harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from the installation, possession, use, operation, maintenance or repair of the Equipment by LESSEE.

14. INSURANCE. LESSEE will obtain and maintain in full force and effect, at all times during the term hereof, at LESSEE's sole expense, bodily injury and third-party property damage insurance with maximum limits of not less than ONE MILLION (\$1,000,000.00) DOLLARS per person, ONE MILLION (\$1,000,000.00) DOLLARS per accident, and property damage insurance for the replacement value of the Equipment. LESSEE will cause LESSOR to be named, to the extent of LESSOR's interest in the Equipment only, as a loss payee under LESSEE's specific or blanket liability insurance policies, not less than the above limits, for and against any liability or loss or injury to or death of any person or persons and for damage to or destruction of property resulting from or arising out of the ownership, use, possession, or operation of the Equipment. LESSEE will maintain fire, extended coverage, vandalism and malicious mischief insurance on the Equipment in an amount not less than the replacement value of the Equipment. LESSEE will maintain the insurance referred to above from the date of commencement of this Agreement until the Equipment has been removed from LESSEE's premises and delivered to LESSOR. Such insurance will be written with insurers and in a form acceptable to LESSOR and will be evidenced by certificates delivered upon request to LESSOR.

15. ASSIGNMENT. The Lessee may not assign this Agreement or sublet any Equipment without the written consent of the Lessor. Any such sublet does not release the Lessee from its obligations and responsibilities under this Agreement of the Equipment.

16. SEVERABILITY. Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of this Agreement.

17. CONSTRUCTION. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without reference to the choice of law principles thereof.

18. ENTIRE AGREEMENT. This Agreement and the Schedules executed by the parties contain the entire understanding of the parties, and such understanding may not be modified or terminated except in writing signed by the parties.

The parties have executed this Agreement as of the date first above written.

LESSOR:

LESSEE:

PLASMATREAT USA Inc.

[NAME OF LESSEE]

By: _____

By: _____

Position: _____

Position: _____