



EQUIPMENT LEASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of 20____, by and between Carrier Class Green Infrastructure, LLC, a Pennsylvania limited liability company d/b/a Sunbolt, having an address of 725 County Line Road, Unit H, Huntingdon Valley, PA 19006 (“Owner”), and _____ a _____, having an address of _____ (“Lessee”).

RECITALS

WHEREAS, Owner is in the business of manufacturing and leasing solar-powered charging stations, and has agreed to lease certain equipment to Lessee; and

WHEREAS, Lessee desires to lease Owner’s equipment and install such equipment on the property utilized by Lessee, as identified on Exhibit A hereto (the “Location”).

NOW, THEREFORE, for ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Lease; Term.** Owner hereby leases to Lessee, and Lessee leases from Owner, the equipment described on Exhibit A hereto (the “Equipment”) for the period of time (the “Term”) set forth on Exhibit A.
- 2. Rental.** Lessee shall pay to Owner the sum set forth on Exhibit A hereto (the “Rent”) for the use of the Equipment during the Term. The Rent shall be paid by Lessee to Owner concurrently with the execution of this Agreement, unless otherwise specified on Exhibit A.
- 3. Security Deposit.** To secure the faithful performance by Lessee of all covenants, conditions, and agreements in this Lease, including those applicable upon termination, Lessee shall deposit with Owner, at the time of execution, the Security Deposit set forth on Exhibit A. The Security Deposit shall be held by Owner as security for Lessee’s full and faithful performance of all terms, covenants, and conditions of this Lease during the Term. The Security Deposit is not rent or a lease payment for any portion of the Term. If Lessee defaults on any obligation, Owner may use, apply, or retain all or part of the Security Deposit for payment of Rent, other sums in default, or any loss or damage due to Lessee’s default, including inability to re-lease the Equipment. If any portion of the Security Deposit is used, Lessee shall, within ten (10) days after demand, restore the Security Deposit to its original amount. Owner is not required to keep the Security Deposit separate from its general funds, and Lessee is not entitled to interest on the Security Deposit. If Lessee fully performs all provisions of this Lease, the Security Deposit or any balance thereof shall be returned to Lessee within thirty (30) days following the return of the Equipment to Owner in the condition required by this Lease.

4. Delivery; Installation. Concurrently with the execution of this Agreement, Lessee shall pay to Owner the amount set forth on Exhibit A as a charge to ship the Equipment to Lessee at the Location. On or about the anticipated shipping date set forth on Exhibit A, the Equipment shall be shipped by Owner to Lessee at the Location. The Term shall commence on the date the Equipment is received by Lessee, as shown on the carrier's records (the "Delivery Date"). Lessee acknowledges that shipment is by a third-party carrier, and Owner cannot guarantee the delivery date. Absent gross negligence or willful misconduct, Owner shall not be liable for damages due to any delay in receipt of the Equipment by Lessee.

a. Lessee, at its sole cost and expense, shall immediately remove the Equipment from the transportation vehicle. Lessee shall unpack the Equipment in a manner that preserves the shipping container and all packaging materials (the "Shipping Materials") to facilitate the return of the Equipment to Owner as provided in Section 8. Lessee shall install the Equipment at the Location in accordance with Owner's installation instructions. Lessee shall inspect the Equipment prior to installation and notify Owner of any defects within ten (24) hours after the Delivery Date. Failure to notify Owner within this period constitutes a waiver of any claim regarding the condition of the Equipment upon delivery.

5. Installation. Lessee represents that the Equipment will be installed on the type of surface (e.g., asphalt, grass) identified on Exhibit A. Owner shall provide a base for securing the Equipment appropriate for the specified surface. Lessee is solely responsible for reviewing the Equipment's specifications, including but not limited to the wind rating, to confirm that the Equipment is appropriate for the location where the same will be installed (see www.gosunbolt.com). Owner is not responsible for installation if the Equipment is installed in a manner not compliant with Owner's installation instructions and Equipment specifications. Lessee warrants that it has obtained all required consents, permits, and approvals to install the Equipment at the Location.

6. Use of Equipment; Owner's Tradename and Logo. Lessee agrees that the lease of the Equipment is for Lessee's benefit and the benefit of the public in Lessee's community, and for no other purpose. Lessee shall use, and ensure third parties use, the Equipment in a careful and proper manner. Lessee shall not cover Owner's tradename or logo on the Equipment, and the Equipment shall not be altered or modified. Any intellectual property rights and goodwill arising from the use of the tradename and logo shall be the sole property of Owner.

7. Inspection; Maintenance and Repairs.

a. If at any time the Equipment shall fail to work as designed, Lessee shall promptly notify Owner of any required maintenance or repairs. Upon receipt of notice from Lessee, Owner shall take such actions as are reasonably necessary to diagnose and repair the

Equipment. If the failure was due to the negligence or breach of this Agreement by Lessee, including but not limited to Lessee's failure to properly secure the Equipment, Lessee shall reimburse all costs incurred by Owner to perform the required maintenance or repairs immediately following invoice for the same.

- b. Except for the repairs and maintenance as provided for above, Lessee shall be responsible for any damage to the Equipment, including but not limited to that arising due to fire or other casualty, mischief or vandalism, or any other cause. In the event of any damage to the Equipment, Owner shall, at its option but at Lessee's cost and expense, repair or replace the Equipment. Lessee shall pay to Owner the costs and expenses incurred to repair or replace the Equipment plus all shipping charges prior to Owner shipping any replacement Equipment, or portion thereof. If either party shall elect to terminate this Agreement, Lessee shall remain liable to repay the costs of repair or replacement.

8. **Expiration of Term; Return of Equipment.** Upon expiration of the Term or Lessee's default, Lessee shall, at its sole expense, repackage the Equipment using the Shipping Materials as specified by Owner and ship it to a location within the United States designated by Owner. The Equipment shall be returned in the same condition as delivered, normal wear and tear excluded. Any shrink-wrap or other decorative material that Lessee may have installed upon the Equipment by Lessee shall be removed, and all damages caused thereby repaired. If Owner requests shipment to a location other than the original shipping point, Owner shall pay the difference, if any, between the shipping costs to the designated location and the original shipping point. Lessee shall provide photographs of (A) the Equipment packed in the Shipping Materials, and (B) the Shipping Materials and the Equipment once placed in the vehicles transporting the Equipment as secured by Lessee and shall provide copies of the photographs to Owner electronically not later than the first business day after the Equipment is picked up by the carrier.

9. **Lessee's Insurance; Waiver of Subrogation.** During the Term, Lessee shall procure and maintain a policy of comprehensive general liability insurance with coverage of not less than \$2,000,000.00 per occurrence, including a waiver of subrogation clause, and shall cause Owner to be named as an "additional insured" thereon. Lessee's insurance shall be issued by an insurance company having a "Best's Insurance Reports" rating of A- X or better, and which is qualified to do business in the state in which the Location is located. Lessee shall provide to Owner a certificate of insurance, evidencing such coverage that provides that the policy may not be canceled or changed without thirty (30) days prior written notice to Owner. Notwithstanding any other provision herein to the contrary, Owner and Lessee hereby waive and release any and all rights of recovery, claim, action or cause of action against each other and their affiliates, and their respective officers, directors, members, agents, representatives, employees, sublessees, assignees, contractors, subcontractors, licensees, and invitees, for any loss or damage that may occur at the Location, and to all real or personal property located in or about the Location, by reason of fire or any other cause required to be or actually insured against by a party, regardless of cause or origin, including negligence of the parties and their officers, directors, members, agents, representatives, employees, sublessees, assignees, designees, contractors, subcontractors, licensees and invitees. The foregoing waiver and release shall also cover and include any

deductible amount under any property insurance policy of Owner or Lessee, even if such deductible is required to be paid by the party suffering the loss to its property.

10. **Assignment; Sublease.** This Agreement shall be binding on and shall inure to the benefit of the parties and their respective permitted successors and assigns. Neither party may assign or sublease its obligations or rights hereunder or the Equipment without the prior written consent of the other party, which consent may be withheld in a party's sole and absolute discretion. Notwithstanding the foregoing, Owner may assign this Agreement in connection with the sale of all or substantially all its assets, or to an entity controlled by, controlling, or under common control with Owner.
11. **Attorneys' Fees and Costs.** If any action, suit or other proceeding is initiated concerning or arising out of this Agreement, the prevailing party shall recover all of its costs and reasonable attorneys' fees incurred in every action, suit or other proceeding (including any alternative dispute resolution proceedings), including any and all appeals or petitions therefrom, from the non-prevailing party.
12. **Lessee Default.** Each of the following constitutes an Event of Default: (a) Lessee fails to pay any amount due within five (5) days after written notice from Owner; (b) Lessee fails to provide evidence of required insurance under Section 9 within five (5) days after written notice; (c) Lessee assigns or subleases the Equipment without Owner's consent as per Section 10; (d) Lessee fails to return the Equipment as required within five (5) days after the Term's expiration; or (e) Lessee fails to observe or perform any other covenant, agreement, or condition, and such failure continues for fifteen (15) days after written notice.
13. **Remedies; Waivers.**
 - a. If an Event of Default occurs, in addition to any and all other rights or remedies of Owner in this Agreement or provided by law or in equity (including but not limited to those set forth in the Uniform Commercial Code), Owner shall have the option and right, without further notice or demand to Lessee or any other person, to (i) declare the Term ended and to enter the Location and take possession of the Equipment, and Lessee shall have no further claim on the Equipment or under this Agreement; and/or (ii) require that Lessee (or its assignee) pay to Owner, as consideration for the use of the Equipment, monthly an amount equal to one-sixtieth (1/60) of Owner's then current retail price for the sale of the Equipment until the Event of Default is cured.
 - b. Owner shall be in default hereunder if it fails to observe or perform any of its covenants, agreements or conditions provided for in this Agreement, and said failure shall continue for a period of thirty (30) days after written notice thereof from Lessee to Owner. Notwithstanding any default by Owner hereunder, in no event shall Owner be liable for monetary damages hereunder on account of any claim related to the availability, or lack of availability of the Equipment for use by Lessee or others hereunder, and Lessee expressly

waives any such claims. Lessee's sole remedy if Owner shall default under this Agreement or any future documents, agreements, understandings and arrangements which may relate to this transaction and the relationship of lessor/Owner and lessee, or applicable to the sale of the Equipment by Owner to Lessee, shall be an action for specific performance of Owner's obligations hereunder or thereunder.

- c. Notwithstanding anything contained in this Agreement to the contrary, in no event shall either party ever be liable pursuant to this Agreement for lost profits or consequential, speculative or punitive damages. The foregoing shall also apply to any future documents, agreements, understandings and arrangements which may relate to this transaction and the relationship of lessor/Owner and lessee, or applicable to the sale of the Equipment by Owner to Lessee.

14. Notices. All requests, demands, approvals, consents and other notices required or permitted to be given hereunder shall be in writing and shall not be effective for any purposes unless sent via registered or certified mail, or by a nationally recognized overnight delivery service (such as Federal Express or UPS), in either case postage pre-paid, with proof of delivery requested. Notices shall be addressed to the parties at the address(es) set forth in the preamble or to such other addresses or addresses as either party may, from time to time, specify on thirty (30) days' prior written notice to the other party.

15. Miscellaneous. This Agreement constitutes the entire understanding between the parties regarding the Equipment and supersedes all prior agreements. This Agreement may be amended, modified or supplemented only by a writing signed by the parties. The captions appearing in this Agreement are inserted only as a matter of convenience and in no way amplify, define, limit, construe or describe the scope or intent of such Sections. The failure of a party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same provision. No waiver by a party shall be effective unless in writing. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed and delivered this Agreement on the date first above written.

OWNER
CARRIER CLASS GREEN INFRASTRUCTURE,
LLC d/b/a Sunbolt

By: _____

Name: _____

Date: _____

LESSEE:

By: _____

Name: _____

Date: _____

EXHIBIT A
SUNBOLT EQUIPMENT LEASE AND USE AGREEMENT

1. Equipment:

a. Sprint (Quantity): _____
Branding Option: _____

b. Dash (Quantity): _____
Branding Option: _____

2. Rental Charge for Equipment (Minimum 1 week):

a. Sprint - \$1,700 at _____ week(s) = _____

b. Dash - \$2,500 at _____ week(s) = _____

3. Security Deposit: \$500

4. Shipping Charges: _____

5. Installation Address: _____

6. Date of Event: _____

7. Date To Be Received: _____

8. Pick Up Date: _____

9. Date COI received: _____

Additional comments:
