

## EQUIPMENT LEASE AGREEMENT

This EQUIPMENT LEASE AGREEMENT (this “Lease”), dated as of [\_\_\_\_\_, \_\_\_\_\_], between IHUB GLOBAL, LLC, a Florida limited liability company (together with its successors and assigns, “Lessor”), and <<\_\_\_\_\_>>, a[n] <<individual/\_\_\_\_\_ limited liability company/ corporation/partnership >> (“Lessee”).

### Section 1. Definitions.

(a) As used in this Lease, the following terms shall have the following definitions:

“Applicable Laws” shall mean all existing and future applicable laws, rules, regulations, statutes, treaties, codes and ordinances of any Governmental Authority, and applicable judgments, decrees, injunctions, writs, orders or like action of any court, administrative, judicial or quasi-judicial tribunal or agency of competent.

“Authorized Officer” shall mean, with respect to any Person, its Chairman of the Board, its President, any Senior Vice President, the Chief Financial Officer, any Vice President, the Treasurer or any other person authorized by or pursuant to the Constitutive Documents or any resolution of the board of directors or managers (or managing members) of such Person, or, in the case of a sole proprietorship, the Person who is the principal or owner of such sole proprietorship.

“Bankruptcy” means either an Involuntary Bankruptcy or a Voluntary Bankruptcy.

“Basic Rent” has the meaning specified in Section 3(c) hereof.

“Business Day” means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in New York are authorized or required by law or other governmental action to close.

“Capital Stock” of any Person means (i) any and all shares or other equity interests (including without limitation common stock, preferred stock, limited liability company interests and partnership interests) in such Person and (ii) all rights to purchase, warrants or options (whether or not currently exercisable), participations or other equivalents of or interests in (however designated) such shares or other interests in such Person.

“Certificate of Acceptance” shall mean the Certificate of Acceptance in the form attached hereof as Exhibit A, which shall be executed by Lessee with respect to the Equipment pursuant to Section 2 hereof.

“Certificate of Title” shall mean a certificate of title or other document evidencing ownership of the Equipment.

“Collateral Documents” means a UCC-1 financing statement and all other documents, agreements and instruments executed and delivered in order to establish, preserve, protect and perfect the ownership interest of Lessor in the Equipment.

“Constitutive Document” shall mean, with respect to any Person that is a corporation, its certificate of incorporation, its by-laws and all shareholder agreements, voting trusts and similar arrangements applicable to any of its authorized shares of capital stock; with respect to any Person that is a limited partnership, its certificate of limited partnership and partnership agreement; with respect to any Person that is a limited liability company, its certificate of formation and its limited liability company agreement; and with respect to any Person that is a grantor trust, its trust agreement, in each case, as from time to time amended, supplemented, amended and restated, or otherwise modified and in effect from time to time.

“Default” means a condition or event that, after notice or the expiration of any grace period or both, would constitute an Event of Default.

“Default Rate” means a rate of interest per annum equal to sixteen percent 16%.

“Effective Date” shall mean the date hereof, which is the date this Lease is effective.

“Equipment” means the equipment described on the Equipment Lease Schedule together with any and all accessions, additions, improvements and replacements from time to time incorporated or installed in any item thereof to which Lessor has title pursuant to the terms of the Lease Documents.

“Equipment Conveyance Documents” means the Equipment Purchase Agreement, the original Certificate of Title and any other document or instrument necessary to convey good and marketable title to the Equipment to Lessor.

“Equipment Purchase Agreement” means the equipment purchase agreement or binding purchase order, by and between the Equipment Seller as seller and the Lessor as purchaser, providing for the Equipment Seller’s sale of the Equipment to the Lessor for lease to the Lessee in accordance with this Lease.

“Equipment Replacement Value” has the meaning set forth in Section 9(b) hereof.

“Equipment Seller” means the seller of the Equipment to the Lessor pursuant to the Equipment Conveyance Documents.

“Event of Default” means each of the events set forth in Section 12 hereof.

“Governmental Authority” shall mean any nation or government, any state, provincial or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Governmental Authorization” means any permit, license, authorization, plan, directive, consent order or consent decree of or from any Governmental Authority.

“Involuntary Bankruptcy” means, with respect to any Person, without the consent or acquiescence of such Person, the entering of an order for relief or approving a petition for relief or reorganization or any other petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief under any present or future bankruptcy, insolvency or similar statute, law or regulation, or the filing of any such petition against such Person which petition shall not be dismissed within ninety (90) days, or without the consent or acquiescence of such Person, the entering of an order appointing a trustee, custodian, receiver or liquidator of such Person or of all or any substantial part of the Property of such Person which order shall not be dismissed within ninety (90) days.

“Lease” means this Equipment Lease Agreement, including all amendments, modifications and supplements hereto and any exhibits or schedules to any of the foregoing, and shall refer to the Lease as the same may be in effect at the time such reference becomes operative.

“Lease Application and Set-up Fee” has the meaning set forth in Section 3(b) hereof.

“Lease Application” means the application completed by the Lessee and submitted to the Lessor for approval to lease the Equipment from Lessor in accordance with the Lease Agreement.

“Lease Commencement Date” means the date the Equipment is delivered to and accepted by the Lessee.

“Lease Documents” means this Lease, the Equipment Lease Schedule and the Lease Application.

“Lease Extension” means the extension of the initial Lease Term as set forth in an amendment to the Equipment Lease Schedule. In the event that the Lessor and Lessee fail to agree on the extension period by amending the Equipment Lease Schedule, the Lease shall be automatically extended on a month-to-month basis until either the Lessor or the Lessee notify the other party in writing ten (10) Business Days prior to the next monthly rollover date of the termination of the Lease.

“Lease Term” means the lease term of the Lease which shall commence on the Lease Commencement Date and shall end on the Term Expiration Date, subject to earlier termination as provided herein.

“Lessee” means << \_\_\_\_\_ >> and its successors and permitted assigns.

“Lessee Payment Account” has the meaning specified in Section 3(c) hereof.

“Lessor” shall mean IHUB Global, LLC and its successors and permitted assigns.

“Lien” means any lien, mortgage, pledge, assignment, security interest, charge, hypothecation, preference, priority, privilege, lease or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing.

“Modification” has the meaning specified in Section 17(a) hereof.

“Obligations” means all obligations, covenants, agreements and undertakings of every nature of Lessee (and any Permitted Sublessee) from time to time owed to Lessor or any other Person under or in connection with the Lease Documents, whether for Rent, interest, fees, expenses, indemnification or otherwise.

“Permitted Sublessee” has the meaning specified in Section 16(b) hereof.

“Person” means and includes natural persons, corporations, limited partnerships, limited liability companies, general partnerships, joint stock companies, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and governments and agencies and political subdivisions thereof.

“Property” means all real and personal property of a Person, including any improvements thereto, and shall include both tangible and intangible property.

“Rent” means Basic Rent and Supplemental Rent.

“Rent Payment Date” means the Lease Commencement Date and continuing on the same day of each month thereafter for a total of thirty-sixty (36) months or such period thereafter during a Lease Extension. During the Lease Term, if a Rent Payment Date falls on a day that is not a Business Day, the monthly Rent shall be due and payable on the next succeeding day that is a Business Day.

“Supplemental Rent” means any and all amounts, liabilities, indemnities and monetary obligations (other than Basic Rent) which Lessee assumes or agrees to pay under the Lease Documents (whether or not identified as Supplemental Rent) to Lessor or any other Person, including the Late Fee and the Default Interest on any late payments of Rent.

“Term Expiration Date” means the thirty-sixth (36th) month anniversary of the Lease Commencement Date or, if applicable, the termination date of any such Lease Extension.

“Termination Date” means the date that this Lease is terminated.

“Uniform Commercial Code” or “UCC” means the Uniform Commercial Code (or any similar or equivalent legislation) as in effect in any applicable jurisdiction.

“Upgrade” has the meaning set forth in Section 17(b) hereof.

“Voluntary Bankruptcy” means, with respect to any Person (i) the inability of such Person generally to pay its debts as such debts become due, or an admission in writing by such Person of its inability to pay its debts generally or a general assignment by such Person for the benefit of creditors, (ii) the filing of any petition or answer by such Person seeking to adjudicate itself as bankrupt or insolvent, or seeking for itself any liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of such Person or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking, consenting to, or acquiescing in the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for such Person or for any substantial part of its Property or (iii) corporate action taken by such Person to authorize any of the actions set forth above.

(b) Capitalized terms used but not defined herein shall have the respective meanings set forth or incorporated by reference, and shall be construed and interpreted in the manner described, in the Equipment Lease Schedule, between Lessor and Lessee (as amended, modified and supplemented from time to time, the “Equipment Lease Schedule”).

## **Section 2. Purchase and Lease.**

(a) Subject to the terms and conditions set forth below, Lessor agrees to purchase from the Equipment Seller and lease to Lessee the Equipment.

(b) The obligation of Lessor to purchase any Equipment from Equipment Seller and to lease the same to Lessee shall be subject to satisfaction of all conditions precedent specified herein and in the Equipment Purchase Agreement.

Upon execution by Lessee of the Certificate of Acceptance (in the form attached as Exhibit A to this Lease), the Equipment described thereon shall be deemed to have been delivered to, and irrevocably accepted by, Lessee for lease hereunder.

## **Section 3. Lease Term; Lease Application and Set-up Fee; and Rent.**

(a) Lease Term. The Lease Term shall commence on the Lease Commencement Date and end on the Term Expiration Date.

(b) Lease Application and Set-up Fee. Lessee shall pay to the Lessor on the date of execution of this Lease or such later date as the Lessor shall designate in writing to the Lessee, but in no event later than the Lease Commencement Date, the Lease application and Lease set-up fee in the amount set forth on the Equipment Lease Schedule (the “Lease

Application and Set-up Fee”). The Lease Application and Set-up Fee is deemed fully earned by the Lessor and shall be non-refundable unless the Lessor terminates this Lease prior to the Lease Commencement Date.

(c) Basic Rent. Lessee hereby agrees to pay to the Lessor monthly basic rent (“Basic Rent”) for the lease of the Equipment in installments on each Rent Payment Date. The Basic Rent shall be in thirty-six (36) consecutive monthly installments payable in advance on the respective Rent Payment Date commencing on the Lease Commencement Date and continuing each month thereafter up to and including the Term Expiration Date. Lessee shall pay Lessor Basic Rent in the monthly amount set forth in the Equipment Lease Schedule. Absent manifest error, each payment of Basic Rent shall be final and binding upon Lessee and Lessee shall not seek, or claim any right, to recover all or any part of such payment from Lessor or any other Person for any reason whatsoever. The Lessee agrees to have the Basic Rent and any Supplemental Rent paid on each Rent Payment Date by automatic (ACH) deduction from the Lessee’s designated bank account, debit card or credit card (the “Lessee Payment Account”). The Lessee Payment Account information is set forth on the Equipment Lease Schedule. Lessee covenants and agrees to keep the Lessee Payment Account information current during the Lease Term. In the event that the Lessee fails to pay the Rent in accordance with this Lease, the Lessor is hereby authorized to debit or offset against any amounts payable to the Lessee, including, without limitation, any Helium Network Tokens mined or generated from the Equipment and earned by the Lessee.

(d) Supplemental Rent. Lessee shall pay (or cause to be paid) promptly to Lessor, or to whosoever shall be entitled thereto, any and all Supplemental Rent as may be provided in this Lease and any other Lease Document, and in the event of any failure on the part of Lessee to pay any Supplemental Rent when due, Lessor shall have all rights, powers and remedies provided for herein or in any other Lease Document or by law or equity or otherwise in the case of nonpayment of Basic Rent. Lessee shall pay to Lessor, or to whosoever shall be entitled thereto, on demand, as Supplemental Rent (i) late charges due for the Basic Rent in the amount of five percent (5%) of the amount of Basic Rent not paid on the due date or within five (5) Business Days thereof, (ii) to the extent permitted by applicable law, imputed interest at the Default Rate on any part of any installment of Basic Rent, any payment of Supplemental Rent or any other amount not paid when due or within five (5) Business Days thereof for any period from the due date for such payment until the same shall be paid in full, (iii) the amounts of indemnities due pursuant to this Lease and the other Lease Documents, and (iv) any other amounts payable by Lessee to Lessor (other than Basic Rent) pursuant to the Lease Documents.

#### **Section 4. Disclaimer of Warranties and Claims; Limitation of Remedies; Lease for Commercial or Business Purposes.**

(a) LESSEE ACKNOWLEDGES THAT IT HAS SELECTED THE EQUIPMENT WITHOUT ANY ASSISTANCE FROM LESSOR, ITS AGENTS OR EMPLOYEES. LESSOR LEASES AND LESSEE TAKES THE EQUIPMENT AND EACH PART THEREOF "AS-IS," "WHERE-IS," AND "WITH ALL FAULTS." LESSOR DOES NOT MAKE, HAS NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR

ORAL, WITH RESPECT TO THE EQUIPMENT LEASED HEREUNDER OR ANY COMPONENT THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TITLE, AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, AS TO THE ABSENCE OF OBLIGATIONS BASED ON STRICT LIABILITY IN TORT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR ANY PART THEREOF. LESSEE ACCORDINGLY AGREES NOT TO ASSERT ANY CLAIM WHATSOEVER AGAINST LESSOR FOR LOSS OF ANTICIPATORY PROFITS OR CONSEQUENTIAL DAMAGES.

Lessor shall have no obligation to install, erect, test, service or maintain the Equipment. Lessee shall look to the manufacturer and/or seller for any claims related to the Equipment.

Lessor hereby acknowledges that any manufacturer's and/or seller's warranties are for the benefit of both Lessor and Lessee. NOTWITHSTANDING THE FOREGOING, LESSEE'S OBLIGATIONS TO PAY THE RENTALS OR OTHERWISE UNDER THIS LEASE SHALL BE AND ARE ABSOLUTE AND UNCONDITIONAL. To the extent permitted by the manufacturer or seller, and provided Lessee is not in default under this Lease, Lessor shall make available to Lessee all manufacturer and/or seller warranties with respect to Equipment.

(b) Lessee specifically acknowledges that the Equipment is leased to Lessee solely for commercial or business purposes and not for personal, family, or household purposes.

**Section 5. Use of Equipment; Equipment Location.** Lessee shall use the Equipment in a careful manner and shall comply with all laws relating to its possession, use or maintenance, and shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent. All additions, repairs or improvements made to the Equipment shall belong to Lessor. The Lessee hereby covenants and agrees to promptly turn on and activate the Equipment as soon as practical following receipt and acceptance of the Equipment. Lessee further covenants and agrees to keep the Equipment turned on and activated a minimum of twenty-five (25) days each month during the Lease Term. The Equipment shall be kept at the location specified in the Equipment Lease Schedule, or, if none is specified, at Lessee's address as set forth at the end of this Lease, and shall not be removed without Lessor's prior written consent.

**Section 6. Ownership; Personalty.** The Equipment is, and shall remain, the property of Lessor, and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. The Equipment shall remain personal property even though installed in or attached to real property.

**Section 7. Surrender.** By this Lease, Lessee acquires no ownership rights in the Equipment and has no option to purchase same. Upon the expiration or termination of this Lease in accordance with the Equipment Lease Schedule, or, in the Event of a Default pursuant to Section 12 hereof, Lessee, at its expense, shall return the Equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it, packed and ready for shipment, to such place as Lessor may specify.

**Section 8. Return of Equipment and Related Lease Materials.** At the expiration of the Lease Term as set forth in the Equipment Lease Schedule, Lessee shall return the Equipment in accordance with Section 7 hereof. Lessee will concurrently with delivery of the Equipment to Lessor hereunder, upon request of Lessor, Lessee will deliver to Lessor all logs, records, books and other materials, if any, in its possession relating to the use, operation, damage, repair and maintenance of the Equipment (x) required to be retained in respect of the Equipment under the applicable law or are otherwise in the possession of Lessee or as reasonably requested by Lessor or (y) necessary or useful for the ownership, use, operation or maintenance of the Equipment, including, without limitation, all manuals and data and inspection, modification and overhaul records maintained in the ordinary course of business of Lessee or as required to be maintained by Lessee under the Lease Documents with respect to the Equipment.

**Section 9. Loss and Damage.** Lessee shall bear the entire risk of loss, theft, damage or destruction of the Equipment from any cause whatsoever, and no loss, theft, damage or destruction of the Equipment shall relieve Lessee of the obligation to pay rent or to comply with any other obligation under this Lease.

In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair at Lessee's expense. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall at Lessee's option do one of the following:

- (a) Replace the same with like Equipment in good repair, acceptable to Lessor, or
- (b) Pay Lessor in cash the following: (i) all amounts due by Lessee to Lessor with respect to the applicable Equipment Lease Schedule up to the date of the loss; (ii) the unpaid balance of the total Base Rent for the remaining Lease Term; and (iii) the amount of \$1,000.00 (U.S. Dollars), representing Lessor's estimate, as of the time this Lease was entered into, of the cost of replacement and redeployment of the Equipment (the "Equipment Replacement Value").

Upon Lessor's receipt of (a) or (b) above, Lessee shall be entitled to the Equipment, As Is, Where is, without any warranties.

**Section 10. Assignment.** Lessee will not, without prior written consent of Lessor, assign in whole or in part any of its rights or obligations hereunder and any assignment without the prior written consent of Lessor shall be null and void. Lessor may assign, convey, transfer, pledge or grant a security interest in, its right, title and interest in and to this Lease and the Equipment without the consent of the Lessee. Any assignee of Lessor shall have all of the



rights but none of the obligations of Lessor under this Lease. Lessee shall recognize and hereby consents to any assignment of this Lease by Lessor, and Lessee shall not assert against the assignee any defense, counterclaim or set-off that Lessee may have against Lessor. Subject to the foregoing, the terms and provisions of this Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns.

**Section 11. Time of the Essence.** Time is of the essence of this Lease, and this provision shall not be impliedly waived by the acceptance on occasion of late or defective performance.

**Section 12. Default.** Lessee shall be in default of this Lease (each an “Event of Default”) if:

(a) Lessee shall fail to make any payment due under the terms of this Lease for a period of five (5) Business Days from the due date thereof; or

(b) Lessee shall fail to observe, keep or perform any other provision of this Lease, and such breach or default is not cured within 10 Business Days after receipt of written notice from Lessor to Lessee; or

(c) Lessee has made any misleading or false statement, or representation in connection with application for or performance of this Lease; or

(d) The Equipment or any part thereof shall be subject to any Lien, levy, seizure, assignment, transfer, bulk transfer, encumbrance, application, attachment, execution, sublease, or sale without prior written consent of Lessor, or if Lessee shall abandon the Equipment or permit any other entity or person to use the Equipment, other than a Permitted Sublessee, without the prior written consent of Lessor; or

(e) Lessee dies or ceases to exist; or

(f) Lessee changes its name, state of incorporation, chief executive office and/or place of residence without providing Lessor with 20 Business Days written notice of such change; or

(g) Lessee becomes subject of any Bankruptcy proceeding, whether Voluntary Bankruptcy or Involuntary Bankruptcy; or

(h) Lessee is in material breach of any other agreement it has with Lessor.

**Section 13. Remedies.** If Lessee is in Default, Lessor, with or without notice to Lessee, shall have the right to exercise any one or more of the following remedies, concurrently or separately and without any election of remedies being deemed to have been made;

(a) Lessor may enter upon Lessee’s (or Sublessee’s) premises and without any court order or other process of law may repossess and remove the Equipment, or render the

Equipment unusable without removal, either with or without notice to Lessee. Lessee hereby waives any trespass or right of action for damages by reason of such entry, removal or disabling. Any such repossession shall not constitute a termination of this Lease;

(b) Lessor may require Lessee, at its expense, to return the Equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it, packed and ready for shipment, to such place as Lessor may specify;

(c) Lessor may cancel or terminate this Lease and may retain any and all prior payments paid by Lessee;

(d) Lessor may declare all sums due and to become due under this Lease immediately due and payable, including as to any or all items of Equipment, without notice or demand to Lessee;

(e) Lessor may re-lease the Equipment to any third party, without notice to Lessee, upon such terms and conditions as Lessor alone shall determine, or may sell the Equipment, without notice to Lessee, at private or public sale, at which sale Lessor may be the purchaser;

(f) Lessor may sue for and recover from Lessee the sum of all unpaid Rent and other payments due under this Lease then accrued, plus all accelerated future payments due under this Lease plus Lessor's estimate at the time this Lease was entered into of Lessor's residual interest in the Equipment as of the date of default, less the net proceeds of disposition, if any, of the Equipment; and

(g) To pursue any other remedy available at law, by statute or equity.

No right or remedy conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, or by law or by equity provided or permitted, but each shall be cumulative of every other right or remedy given herein or now or hereafter existing by law or equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. No single or partial exercise by Lessor of any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy.

**Section 14. Expense of Enforcement.** In the event of any legal action with respect to this Lease, the prevailing party in any such action shall be entitled to reasonable attorney fees, including attorney fees incurred at the trial level, including action in bankruptcy court, on appeal or review, or incurred without action, suits or proceedings, together with all costs and expenses incurred in pursuit thereof.

**Section 15. Liens.** Lessee will not directly or indirectly create, incur, assume, permit or suffer to exist any Lien on or with respect to any Equipment or Lessee's interest therein, except Liens in favor of Lessor, and Lessee shall promptly, at its own expense, take such action or cause such action to be taken as may be necessary to duly discharge (by bonding or otherwise) any such Lien not excepted above if the same shall arise at any time.

**Section 16. Maintenance and Operation; Possession and Subleases; Insignia.**

(a) Maintenance and Operation. Lessee shall (and shall cause the Permitted Sublessee to) comply with all requirements of the Lease Documents with respect to operation and maintenance of the Equipment.

(b) Possession and Subleases. It is the express intention of Lessor and Lessee that Lessee will not, without the express prior written consent and approval of Lessor (which consent and approval Lessor may grant or withhold in its exercise of reasonable discretion), sublease or otherwise in any manner deliver, transfer or relinquish possession of the Equipment.

The rights of any sublessee or other transferee who receives possession by reason of a transfer expressly permitted by this paragraph (b) ("Permitted Sublessee") shall be subject and subordinate to, and any sublease permitted by this paragraph (b) shall be expressly subject and subordinate to, all the terms of this Lease and Lessor's rights to repossess and to void such sublease upon such repossession, and Lessee shall remain primarily liable hereunder for the performance of all of the terms of this Lease. No sublease permitted by this paragraph (b) shall in any way discharge or diminish any of Lessee's obligations to Lessor hereunder or constitute a waiver of Lessor's rights or remedies hereunder. Lessee may not amend or modify in any manner any sublease permitted by this paragraph (b) without the express prior written consent and approval of Lessor (which consent and approval Lessor may grant or withhold in its sole and absolute discretion).

(c) Insignia. On or prior to the Lease Commencement Date, Lessor shall arrange for the placement and affixation on each item of Equipment an inscription or legend indicating the Lessor's ownership of the leased Equipment. The Lessee hereby agrees not to remove this legend or inscription. Except in the case of the Lessor's sale, transfer or assignment of the Lease or the underlying Equipment, Lessee will not allow the name of any Person to be placed on any item of Equipment as a designation that might be interpreted as a claim of ownership on any item of Equipment.

(d) UCC filing. Lessee authorizes Lessor or its designee to file a Uniform Commercial Code financing statement without Lessee's signature, in form and content and from time to time as Lessor deems proper, listing Lessee as Lessee or Debtor.

**Section 17. Modifications, Upgrades and Replacements.**

(a) Modifications. If the manufacturer, any Governmental Authority or the Lessor requires that any item of Equipment be altered or modified (a "Modification"), Lessee agrees that it shall permit such Modification to be made. Title to any Required Modification shall immediately vest in Lessor and shall be subject to this Lease and the other Lease Documents.

(b) Upgrade and Replacement of Existing Equipment. Lessor at any time may, in its discretion, propose to modify, alter or improve the Equipment (an "Upgrade") by

substituting another more efficient, sophisticated and/or upgraded version of such Equipment. If the Lessee agrees to the Upgrade, the Parties shall amend the Equipment Schedule to insert, among other items, the description of the substituted Equipment, the new Lease Term and Basic Rent. Title to any Upgrade shall be immediately vested in Lessor and shall be subject to this Lease and the other Lease Documents.

**Section 18. Notices.** Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given by the terms of this Lease shall be in writing and sent by overnight delivery, telefacsimile, text or SMS messaging, electronic mail or other electronic means and shall be deemed to have been given upon receipt of the overnight delivery, telefacsimile, text or SMS messaging, email or other electronic means. For the purposes hereof, the mailing and email address and cell phone number of each party hereto shall be as set forth under such Party's name on the signature page hereof or such other mailing or email address or cell phone number as shall be designated by such Person in a written notice delivered to the other party hereto.

**Section 19. No Set-Off, Counterclaim, etc.** All Rent and any other payments under this Lease shall be paid by Lessee to Lessor in immediately available funds. Lessee's obligation to pay all Rent and other payments payable hereunder shall be absolute and unconditional and shall not be affected by any circumstance, including, without limitation, (i) any set-off, counterclaim, recoupment, defense or other right which Lessee may have against Lessor or anyone else for any reason whatsoever (whether in connection with the transactions contemplated hereby or any other transactions), including, without limitation, any breach by Lessor of their respective warranties, agreements or covenants contained in any of the Lease Documents, (ii) any defect in the title, registration, condition, design, operation, or fitness for use of, or any damage to or loss or destruction of, the Equipment, or any interruption or cessation in or prohibition of the use or possession thereof by Lessee (or the Permitted Sublessee) for any reason whatsoever, including, without limitation, any such interruption, cessation or prohibition resulting from the act of any government authority, (iii) any insolvency, bankruptcy, reorganization or similar case or proceedings by or against Lessee (or the Permitted Sublessee) or any other person, or (iv) any other circumstance, happening, or event whatsoever, whether or not unforeseen or similar to any of the foregoing. If for any reason whatsoever this Lease shall be terminated in whole or in part by operation of law or otherwise except as specifically provided herein, Lessee nonetheless agrees without limitation of the other rights or remedies of Lessor hereunder to pay to Lessor an amount equal to each Rent payment or any other payment due hereunder at the time such payment would have become due and payable in accordance with the terms hereof had this Lease not been terminated in whole or in part. Lessee hereby waives, to the extent permitted by applicable law, any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender this Lease except in accordance with the express terms hereof.

**Section 20. Liability of Lessor Limited.** It is expressly agreed and understood that Lessor shall not be liable for any breach of its representations, warranties and covenants except for its gross negligence or willful misconduct.

**Section 21. Governing Law.** THIS LEASE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF.

**Section 22. Jurisdiction.** Lessor and Lessee each hereby irrevocably submits itself to the non-exclusive jurisdiction of the federal or state courts located in New York County, State of New York, or Indian River County, Florida, for the purposes of any suit, action or other proceeding arising out of this Lease, the subject matter hereof or any of the transactions contemplated hereby brought by Lessor, Lessee or their successors or assigns.

**Section 23. Waiver of Jury Trial.** EACH OF THE PARTIES TO THIS LEASE HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS LEASE OR ANY OF THE OTHER LEASE DOCUMENTS OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR THE LESSOR/LESSEE RELATIONSHIP THAT IS BEING ESTABLISHED. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including without limitation contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Each party hereto acknowledges that this waiver is a material inducement to enter into a business relationship, that each has already relied on this waiver in entering into this Lease, and that each will continue to rely on this waiver in their related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS LEASE OR ANY OF THE OTHER LEASE DOCUMENTS OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTIONS CONTEMPLATED HEREUNDER OR THEREUNDER. In the event of litigation, this Lease may be filed as a written consent to a trial by the court.

**Section 24. Miscellaneous.**

(a) Severability. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(b) Entire Agreement; Waiver; Applicability of Affiliate/Host Agreements. No term or provision of this Lease may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by Lessor, Lessee and any assignee of Lessor's rights hereunder. This Lease shall constitute an agreement of lease, and nothing contained herein shall

be construed as conveying to Lessee any right, title or interest in the Equipment except as a lessee only. The terms and conditions set forth in the Affiliate Agreement and the Host Agreement with Lessor are hereby incorporated into this Lease Agreement by reference.

(c) Counterparts; Electronic Execution. This Lease may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Electronic transmission by electronic mail or other electronic means of any signed original counterpart of this Lease (including any Schedule or Exhibit) or retransmission of any signed electronic mail shall be deemed the same as the delivery of an original.

(d) Survival. The covenants, agreements, representations, indemnities and warranties made herein shall survive the execution and delivery of this Lease and the consummation of the transactions described herein..

(e) Further Assurances. Each Party hereto shall execute and deliver all such further instruments and documents as may be reasonably requested by the other Party in order to fully carry out the intent and accomplish the purposes of this Lease and the Lease Agreement, the Lease Documents and the transactions referred to herein and therein.

(f) Captions. The captions contained in this Agreement are for convenience only, are without substantive meaning and should not be construed to modify, enlarge or restrict any provision.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Lease to be duly executed as of the day and year first above written.

IHUB GLOBAL, LLC  
as Lessor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Mailing  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Email Address: \_\_\_\_\_  
Cell Phone No.: \_\_\_\_\_

[ \_\_\_\_\_ ]  
as Lessee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Email Address: \_\_\_\_\_  
Cell Phone No.: \_\_\_\_\_

DO NOT COPY

**EQUIPMENT LEASE SCHEDULE  
TO  
EQUIPMENT LEASE AGREEMENT BY AND BETWEEN  
IHUB GLOBAL, LLC AS LESSOR AND \_\_\_\_\_ AS LESSEE  
DATED \_\_\_\_\_, \_\_\_\_\_**

1. DESCRIPTION OF EQUIPMENT

Quantity: ONE (1)

Description of Equipment: IoT Hotspot Hub Devices with the Helium Mining Capability

Item Model/Serial No.:

[Include additional Equipment Detail]

2. EQUIPMENT LOCATION: The above Equipment is to be located and delivered to Lessee's premises or such other address as set forth in the Certificate of Acceptance, EXHIBIT "A" attached hereto.

3. EQUIPMENT LEASE APPLICATION AND SETUP FEE: \$99.00 (U.S. Dollars).

4. RENTAL TERM: 36 months.

5. LEASE COMMENCEMENT DATE: \_\_\_\_\_, \_\_\_\_\_

6. INITIAL LEASE TERMINATION DATE: \_\_\_\_\_, \_\_\_\_\_

7. MONTHLY BASE RENT: The first payment in the amount of \$18 (U.S. Dollars) is due on \_\_\_\_\_, \_\_\_\_\_, the Lease Commencement Date. Subsequent rental payments will be in the same amount and due on the same day monthly thereafter during the Lease Term (each a Rent Payment Date). The Rent shall be paid by debiting the Lessee Payment Account, the details of which are provided in the Lessee Payment Account Authorization Form attached hereto.

8. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS, EQUIPMENT LOCATION AND OTHER IDENTIFYING INFORMATION PERTAINING TO THE EQUIPMENT WHEN DETERMINED BY LESSOR.



EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

LESSEE:

[\_\_\_\_\_] as Lessee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LESSOR:

IHUB GLOBAL, LLC  
as Lessor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DO NOT COPY

**EXHIBIT A**

**CERTIFICATE OF ACCEPTANCE  
TO  
EQUIPMENT LEASE AGREEMENT  
DATED AS OF << \_\_\_\_\_, 20\_\_>>**

This Certificate of Acceptance (the "Certificate") is delivered by the undersigned in accordance with the provisions of the Equipment Lease Agreement (the "Lease"), dated as of << \_\_ >>, 20\_\_, by and between IHUB GLOBAL, LLC (together with its successors and assigns, "Lessor"), and [ \_\_\_\_\_ ] ("Lessee").

Lessee hereby certifies that the Equipment described on the Equipment Lease Schedule to the Lease (the "Equipment"), has been delivered to Lessee, the Equipment has been fully and finally accepted by the Lessee for all purposes of the Lease and accepted on the date and at the location set forth below.

Date of Acceptance: [ \_\_\_\_\_ ], 20\_\_

Equipment Location: << \_\_\_\_\_ >>

IN WITNESS WHEREOF, the undersigned Lessee, by Lessee or its duly Authorized Officer, hereby executes and delivers this Certificate as of this <<< \_\_ >>> day of \_\_\_\_\_, 20\_\_.

[ \_\_\_\_\_ ]

as Lessee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_