



# Master Equipment Lease Agreement

This Master Equipment Lease Agreement (this "Master Lease") is between Ogden Polar Group, LLC a Utah limited liability company, referred to as "Lessor", which owns and/or manages equipment in relation with gas processes and the undersigned, as "Lessee" (collectively referred to as the "Parties") for the purpose of leasing certain equipment upon the terms and conditions appearing herein.

In consideration of the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. EQUIPMENT:** Lessor hereby leases to Lessee the equipment described in each Lease Supplement executed by the Lessor and Lessee from time to time (the "Equipment") in a form acceptable to Lessor (each, a "Supplement"). The terms "Lease" or "this Lease" used herein shall refer to each and every Supplement that incorporates this Master Lease and any other writing expressly incorporated into the Master Lease or such Supplement. The Parties intend that each Lease constitutes a true "lease" and does not create a "security interest" as defined in the UCC. Lessor is and shall remain the owner of the Equipment. Lessee shall not acquire any right, title equity or interest in or to such Equipment other than the right to possess and use the Equipment in accordance with Lessee's leasehold interest under the Lease.

**2. LEASE TERM:** The terms for each Lease shall be identified on the Supplement, including the commencement date of the Lease ("Commencement Date"), the term of the Lease (the "Term") and the expiration date of the Term (the "Expiration Date"). The Term shall renew automatically for successive periods of 1 (one) month, except if terminated by either Party pursuant to the terms of this Agreement. Lessee will provide 30-day notice to Lessor if Lessee desires to extend the Term of the Lease beyond the Expiration Date, and Lessee will continue to make monthly payments per Section 3. This Lease shall continue until the date all Equipment under the applicable Supplement is returned to and accepted by Lessor in

the condition required.

**3. LEASE PAYMENTS:** Lessee agrees to pay to Lessor rent including all applicable taxes for the Equipment as defined on the applicable Supplement ("Rent") for the Term of the Lease. Rent will be paid each month in advance on the first day of each month at:

**PO Box 136, Willard, UT 84340**

or at any other address designated by Lessor in writing. If the Term does not start on the first day of the month or end on the last day of a month, the rent will be prorated accordingly. Fees are in US Dollars.

**4. LATE CHARGES:** If any amount due under this Lease is more than ten (10) days late, Lessee agrees to pay a late fee in an amount equal to five percent (5%) of the amount then overdue.

**5. SECURITY DEPOSIT:** Prior to taking possession of the Equipment, Lessee shall deposit with Lessor, in trust, a security deposit equal to one month rent, as security for the performance by Lessee of the terms under this Master Lease and for any damages caused by Lessee or Lessee's agents to the Equipment during the Lease Term. Lessor may use part or all of the security deposit to repair any damage to Equipment caused by Lessee or Lessee's agents. Lessee shall not apply or deduct any portion of any security deposit from the last or any month's Rent. Lessee shall not use or apply any such security deposit at any time in lieu of payment of Rent. If Lessor terminates this Lease due to Lessee's default under this Lease, Lessor may apply the security deposit to any amounts or damages payable by Lessee to Lessor in accordance with this Master Lease and Lessee shall remain liable to Lessor for any deficiency that remains after applying and may exercise all rights and remedies available under this Master Lease and available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

Within ten (10) days after the return of the Equipment, Lessor shall refund to Lessee the balance of the security deposit (if any).



**6. STATED VALUE:** The minimum Stated Value of the Equipment is identified on the applicable Supplement.

**7. DELIVERY/ REDELIVERY:** Lessee shall pick up and return the Equipment at Lessee's sole cost and expense to Lessor's authorized depot located at: **Polar Service, 54 N 700 W , North Salt Lake UT 84054.**

Lessee agrees to promptly return the Equipment upon termination or otherwise agrees to continue paying Rent as outlined in Section 3. Lessee acknowledges and agrees that if the Equipment is returned to a different location without Lessor's prior written consent, Lessor has the right to charge Lessee the costs of transporting said Equipment to the correct location.

**8. DEFAULTS:** Each of the following events is an "Event of Default" under this Agreement: (a) Lessee fails to pay any Rent or any other amount under this Agreement when due; (b) Lessee defaults in the observance or performance of any other term, covenant, or condition of this Agreement, on Lessee's part to be observed or performed, and Lessee fails to remedy such default within seven (7) days after notice by Lessor to Lessee of such default; (c) Lessee's interest or any portion thereof in this Master Lease devolves on or passes to any other party, whether by operation of law or otherwise; (d) Lessee (i) becomes insolvent, (ii) is generally unable to pay, or fails to pay, its debts as they become due, (iii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy, (iv) makes or seeks to make a general assignment for the benefit of its creditors, or (v) applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property or business; (d) Lessee sells, transfers, or disposes of all or substantially all of its assets or the property of its business, or merges or consolidates with any other entity; or (e) any representation contained in Section \_\_\_\_ is untrue as and when made.

If an Event of Default occurs and is continuing, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) declare this Master Lease in default; (b) terminate this Master Lease in whole or in part; (c) take possession of, or render unusable, any

Equipment wherever it may be located, without demand or notice, without any court order or other process of law, and without liability to Lessee for any damages occasioned by such action; (d) require Lessee to deliver the Equipment in the condition required under this Agreement to a location designated by Lessor and, for each day that Lessee fails to return the Equipment, Lessor may demand an amount equal to the rent for such Equipment, prorated on the basis of a thirty-day month, in effect immediately prior to such Event of Default; (e) proceed by court action to enforce performance by Lessee of this Master Lease and/or to recover all damages and expenses incurred by Lessor by reason of any Event of Default; (f); and (g) exercise any other right or remedy available to Lessor at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

**9. POSSESSION, SUBLEASING AND SURRENDER OF EQUIPMENT:** Lessee shall be entitled to possession of the Equipment on the Commencement Date. Lessor grants option of sublease to Lessee to a third party ("Sub-Lease" "Sub-Lessee") with Lessor's prior written consent. However, if a Sub-Lease option is exercised and Lessor provides consent, Lessee remains obligated under this Master Lease in its entirety and has the sole risk and responsibility of such Sub-Lease. Lessor, at its sole discretion, retains the right to withhold consent to any Sub Lease. At the expiration of the Lease Term, Lessee shall surrender the Equipment to Lessor by delivering the Equipment to Lessor or Lessor's agent in good condition and working order, ordinary wear and tear excepted.

**10. NON-COMPETE/NON-CIRCUMVENT:** Lessee shall not use Equipment in a manner to compete with Lessor by offering Equipment on a Sub-Lease to a Sub-Lessee not first approved by Lessor.

**11. USE OF EQUIPMENT:** Lessee shall only use the Equipment in a careful and proper manner and will comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance and storage of the Equipment. Lessee accepts total and sole responsibility to ensure that the Equipment is only used for storage, vaporization and/or transport of products which are compatible with its characteristics and in compliance with the user manual of each Equipment. Lessee accepts total and sole responsibility to ensure that any cargo carried or subsequent cleaning process



or other procedure does not cause any pitting or corrosion or staining or other related or similar damage to the Equipment. Lessee shall be liable for any and all damage to the Equipment.

**12. CONDITION OF EQUIPMENT AND REPAIR:**

Lessor shall furnish the Equipment in clean condition and in good condition and working order at the outset of the lease. Lessee will have five (5) business days after placing Equipment into service to identify any defect. In the event that any defect is found in the Equipment, and such defect is not a result of Lessee's misuse or mishandling, or Lessee's agent(s), during shipping, Lessee may, in its sole discretion, require that Lessor repair the defect to be in good working order as soon as is reasonably possible from when Lessee notifies Lessor of such defect, or if such defect cannot be repaired, Lessee may require that Lessor replace the Equipment with identical or better quality equipment if available. Lessor shall be solely responsible for all such costs of replacement or repair, including, without limitation, transportation charges incurred to deliver replacement equipment of any such defect if Lessor is notified within the required timeframe.

Lessee shall be liable for all costs of repairing or replacing Equipment returned in damaged condition or repaired improperly while in Lessee's possession or under its control. At the time of return, damage shall be determined, and repairs shall be performed in accordance with Lessor's then-current repair criteria .

Where the cost of repair to the Equipment exceeds Stated Value of Equipment, at the time of return, the Equipment will be considered "Total Loss", and the Stated Value of Equipment will be charged to the Lessee in accordance with the provisions of Article 13.

Lessee shall also be responsible for removal of all stickers, glue and cargo residues both inside and out, as well as the replacement of missing removable parts of similar design and specification.

If Lessee has not authorized any repairs within ten (10) days of receipt of the repair estimate, Lessee accepts that Lessor shall then be entitled to authorize such repairs on behalf of Lessee and may continue to charge rental to Lessee from the date of redelivery to the date of authorization of such repair, and Lessee accepts to pay Lessor accordingly.

**13. MAINTENANCE, DAMAGE AND LOSS:** Lessee will, at Lessee's sole expense, keep and maintain the Equipment clean and in good working order and repair during the Term consistent with standard industry practice for similar equipment, and applicable insurance requirements, normal wear and tear excepted. Lessee shall keep the Equipment in compliance with any manufacturer's specifications and applicable law, in serviceable and operable condition, and suitable for the commercial use originally intended. In the event that the Equipment suffers repairable damage during the Term, Lessee shall be solely responsible for all costs of replacement or repair, whichever is less, including, without limitation, transportation charges incurred to deliver replacement equipment.

During the Term, Lessee shall bear all risk of loss, damage, destruction, theft, taking, confiscation or requisition, partial or complete of or to the Equipment however caused or occasioned ("Loss"). Lessee shall notify Lessor in writing within two days of learning of any such Loss. In the event the Equipment is lost, or the Equipment is damaged beyond repair during the Term, Lessee shall pay to Lessor the lesser of the Stated Value of Equipment or the fair market value of the Equipment as of the time such Equipment was lost or damaged, as such amount is determined by a appraiser selected by Lessor (the "Loss Payment"). This Lease will terminate on receipt by Lessor of the Loss Payment.

**14. STATUTORY TESTING :** Lessor shall furnish the Equipment with current and valid statutory testing at the outset of the lease. Lessee is responsible for ensuring that all Equipment under its control is re-tested as necessary. Before retesting, Lessee must contact Lessor for approval, primarily to ensure that a re-test is required and if so, whether it should occur at one (1) , two and a half (2.5) or five (5) years. Lessee will bear the cost of such periodic inspection and testing, The Equipment will remain on hire to Lessee during testing.

**15. HAZARDOUS MATERIAL CHARGES** Lessee shall bear all costs or fees (at any time incurred) in relation to the removal, decontamination, isolation or disposal of materials considered to be hazardous or otherwise, as so designated by any local, national or international law, regulation or governmental body. Lessee shall pay such costs in full irrespective of



whether Stated Value of Equipment was paid.

**16. INSURANCE:** Lessee shall be responsible for maintaining insurance on the Equipment during the Term in an amount equal to the Stated Value of the Equipment, with losses payable to Lessor and Lessee as their interests may appear against fire, theft, loss, damage, collision, and other such risks as are appropriate. Such policy will include the waiver of subrogation rights against Lessor. Lessee shall provide proof of such insurance to Lessor with insurance listing Lessor as "Loss Payee" and "Additional Insured". Any proceeds of such insurance resulting from loss, theft or damage to Equipment shall be first be paid to Lessor and applied towards the repair or replacement of such Equipment, and any excess shall be paid over to Lessee.

**17. ENCUMBRANCES, TAXES AND OTHER LAWS:**

Both Parties shall keep the Equipment free and clear of any liens or other encumbrances, and shall not permit any act where Lessor's title or rights may be negatively affected. Lessee shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use or maintenance of the Equipment. Lessee shall promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to the possession, use or maintenance of the Equipment during the Lease Term.

**18. LESSEE'S REPRESENTATIONS.** Lessee represents and warrants for the benefit of Lessor that the statements in this Section 18 are true and correct as of the date hereof.

a. Lessee is duly organized, validly existing, in good standing, and duly licensed and qualified to do business under applicable law.

b. Lessee has full corporate power and authority to enter into this Master Lease, carry out its obligations hereunder, and consummate the transactions contemplated hereby. This Master Lease has been duly executed and delivered by Lessee, and constitutes a legal, valid, and binding obligation of Lessee enforceable against Lessee in accordance with its terms.

c. The execution, delivery, and performance by Lessee of this Master Lease will not require the consent of any party, result in any lien on any Unit, or conflict with the organizational documents of Lessee, any provision of applicable law, or any instrument by which Lessee is bound.

d. There are no actions pending or threatened against or by Lessee challenging the transactions contemplated by this Agreement and no circumstances exist that may give rise to such an action.

e. On or prior to the date of this Master Lease, Lessee has provided Lessor with insurance certificates accurately evidencing that the insurance coverage required under Section 16 hereof is in effect and with insurance certificates accurately evidencing that the insurance coverage required as of the date of this Agreement under Section 16 hereof is in effect.

f. If not publicly available, Lessee has delivered complete copies of Lessee's financial statements for its most recent fiscal year and any other financial information of Lessee reasonably requested by Lessor, fairly presenting the financial condition and operations of Lessee's business as of the dates such statements and information were prepared.

**19. LESSEE'S COVENANTS.** Lessee agrees that until all amounts payable under this Master Lease have been paid in full and all other obligations hereunder have been performed in full, Lessee shall comply with the covenants in this Section 19.

a. Lessee shall comply with all applicable law.

b. Lessee shall maintain in full force and effect all permits required to continue conducting its business and to lease and use the Equipment in the manner contemplated under this Master Lease.

c. Lessee shall pay, and indemnify and hold Lessor harmless from, all assessments, license fees, and sales, use, property, excise, and other taxes and charges (other than gross or net income taxes) arising out of or in connection with this Master Lease, the consummation of the transactions contemplated herein, or the shipment, possession, ownership, use, delivery, or operation of the Equipment.



d. Lessee shall keep the Equipment free and clear of all liens.

e. Lessee shall operate Equipment in accordance with any Lendor policies, safety and/or user manuals. Lessee shall not operate or permit the operation of the Equipment in an unsafe or improper manner.

f. Lessee, at its own expense, shall maintain all records, logs, and other materials related to the Equipment ("Records") using practices and with a degree of care, comprehensiveness, and accuracy consistent with industry practice, but in no event less than reasonable practices and a reasonable degree of care, comprehensiveness, and accuracy, and as required by applicable law, and promptly furnish to Lessor such Records as may be requested by Lessor for any purpose.

g. Lessor's employees and agents shall have the right of access to Lessee's premises to inspect the Equipment and Lessee's Records on reasonable notice and during regular business hours. On Lessor's request, Lessee shall cooperate with and assist Lessor in obtaining access to premises other than Lessee's so that Lessor's employees and agents may inspect the Equipment.

h. Lessee has the knowledge and expertise to operate the Equipment.

**20. LESSOR'S REPRESENTATIONS:** Lessor represents and warrants that it has the right to lease the Equipment as provided in this Agreement and that Lessee shall be entitled to quietly hold and possess the Equipment, and Lessor will not interfere with that right as long as Lessee pays the Rent in a timely manner and performs all other obligations under this Agreement. Lessor represents and warrants that the Equipment shall be free and clear from and against all claims, liens, encumbrances, and legal processes of creditors of Lessor or others claiming by or through Lessor.

**21. INDEMNITY.** Lessee shall indemnify, defend, and hold harmless Lessor, its successors and assigns, and its affiliates and their successors and assigns and the respective directors, officers, managers, members, employees, consultants, financial advisors, counsel,

accountants, and other agents of Lessor, its successors and assigns, Lessor's affiliates, and their successors and assigns (collectively, "Indemnitees") against any and all losses, injury, death, damages, liabilities, claims, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatsoever kind and nature, including reasonable attorneys' fees and the cost of enforcing any right to indemnification under this Master Lease and the cost of pursuing any insurance providers incurred by Indemnitees relating to, arising out of, or in connection with the transactions contemplated by this Master Lease, including without limitation:

a. the lease, possession, maintenance, use, condition, repair, return, disposition, operation, storage, or transportation of the Equipment, any parts, or any modifications thereto (including, without limitation, latent and other defects, whether or not discoverable by Lessor or Lessee);

b. any inaccuracy in or breach of any of the representations of Lessee contained in this Master Lease; and

c. any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Lessee pursuant to this Master Lease.

**22. OWNERSHIP:** The Equipment is and shall remain the exclusive property of Lessor.

**23. SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**24. ASSIGNMENT:** Except as otherwise provided in Section 9, neither party may assign this Agreement nor any of its rights or obligations hereunder without the prior written consent of the other party.

**25. BINDING EFFECT:** The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors



and permitted assigns of the Parties.

**26. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

**27. NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service. Contact information for each party will be detailed on the signature page. Either Party may change such addresses from time to time by providing notice as set forth above.

**28. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Lessor and Lessee.

**29. CUMULATIVE RIGHTS:** Lessor's and Lessee's rights under this Agreement are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.

**30. WAIVER:** The failure of either Party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of Rent by Lessor does not waive

Lessor's right to enforce any provisions of this Agreement.

**31. LOCATION REPORTS:** Lessee upon request of the Lessor shall provide to Lessor a detailed listing of LESSOR Equipment by location. LESSEE shall furnish such information within fifteen (15) days of such request.

**32. FORCE MAJEURE:** Neither Party shall be liable to the other Party or any other person for any failure or delay in the performance of any obligation hereunder due to events beyond its reasonable control, including, without limitation, Acts of God, fire, storm, flood, earthquake, explosion, accidents, acts of the public enemy, sabotage, riots or civil disorders, strikes or lockouts (each, a "Force Majeure Event"). In such event, the performance times shall be extended for a period of time equivalent to the time lost due to the Force Majeure Event.

**33. COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Original signatures transmitted and received by means of facsimile or other electronic transmission of a signed document, (e.g., pdf or similar format) will constitute true and valid signatures for all purposes hereunder and will have the same force and effect as the delivery of an original. Any change to this Agreement must be done by signing an addendum with specific language outlining any such change ("Addendum") and executed by both Parties and must explicitly reference this Agreement. This Agreement, unless specifically amended on an Addendum will remain in full force.