

**SCHEDULE NO. 1 TO LEASE AGREEMENT**

**A.** This Schedule is issued pursuant to the Lease Agreement dated (the “**Agreement**”) between the Lessee, and H Robotics US Inc. as Lessor. All the terms of the Agreement are incorporated into this Schedule as if fully reflected on the Schedule. The terms of this Schedule and the Agreement combine to form an individual Lease with an independent Term.

**B. Installation Site:** : Determined by Shipped Address

**C. Term:** : 12 month lease

**D. Deposit** : \$0.00

**E. Monthly Lease** : \$199.00

**F. Total Lease Cost** : \$199 \* 12 = \$2,388

**G. Buyout Option**

The following table shows the month and the rebless™ price to purchase. For example, the Lessee can purchase rebless™ after month 7 at \$3,833.

Month remaining	11	10	9	8	7	6	5	4	3	2	1	0
Purchase price (USD)	4,833	4,667	4,500	4,333	4,167	4,000	3,833	3,667	3,500	3,333	3,167	3,000

**H. Early Termination Fee**

Early termination is allowed but an early termination fee of \$399 will apply. Also, the lessee is responsible for the depreciated value of the product up to the termination date.

Month	1	2	3	4	5	6	7	8	9	10	11	12
Cancellation Fee	833.33	750.00	666.67	583.33	500.00	416.67	333.33	250.00	166.67	83.33	0.00	0.00

**I. RIGHT TO INSPECT THE PROPERTY:** Lessor may, during reasonable business hours, upon reasonable prior notice and subject to reasonable security and other legal requirements applicable to the premises, enter upon any premises where the Property is located to confirm compliance with the terms of the Lease.

**J. TAXES ON THE PROPERTY:** All fees, assessments and taxes (except those based upon or measured by the income of Lessor or franchise taxes in lieu thereof) which may now or hereafter become due or are imposed upon the ownership, sale, possession, lease and/or use of the Property are to be paid by Lessee. Lessee’s obligations in this regard shall survive termination and/or expiration of this Lease. Lessor is not responsible for contesting any valuation of, or tax imposed on, the Property (but may do so strictly as an accommodation to Lessee) and will not be liable or accountable to Lessee therefor. For income tax purposes, the parties hereto agree that it is their mutual intention that Lessee shall be considered the owner of the Property. Accordingly, Lessor agrees (i) to treat Lessee as the owner of the Property on

its federal income tax return, (ii) not to take actions or positions inconsistent with such treatment on or with respect to its federal income tax return, and (iii) not to claim any tax benefits available to an owner of the Property on or with respect to its federal income tax return.

**K. USE, OPERATION AND MAINTENANCE OF THE PROPERTY:** The Property shall at all times be located at the Installation Site. Lessee shall maintain the Property in good working order and in its original condition, ordinary wear and tear excepted.

**L. RISK OF LOSS TO THE PROPERTY:** After the Authorization Date, while the Property is in transit and throughout the duration of the Lease and until the Property is returned to Lessor or purchased by Lessee, Lessee assumes all responsibility for loss or damage or other Casualty Occurrence, as defined herein, to the Property and shall hold Lessor harmless. A “**Casualty Occurrence**” occurs if, for any reason or by any cause whatsoever, any of the Property is lost, stolen, requisitioned, confiscated, destroyed or disposed of after the Authorization Date, or irreparably damaged as judged solely by Lessor. In the event of a Casualty Occurrence as to any Property, Lessee will immediately inform Lessor in writing. By the next succeeding rental payment date, Lessee shall either pay to Lessor all past due lease payment and other amounts then due and an amount equal to the remaining lease payment and the residual value at the end of the lease term. When Lessee makes the payment to Lessor as provided under option (ii) above, the rentals cease to accrue and the Lease with respect to that Schedule ends.

**M. OWNERSHIP OF THE PROPERTY:** Lessor at all times retains title and/or control over Lessee’s right to use the Property in accordance with the terms of the Lease. Lessee shall protect and defend, at its own expense, Lessor’s title and/or rights in the Property against all claims and liens and keep the Property free and clear of all such claims and liens other than liens created by Lessor or its assignees.

**N. RETURN OF PROPERTY:** If Lessee is required to return the Property to Lessor in connection with Lessor’s exercise of remedies under the Lease, Lessee will discontinue the use of the Property, at its own expense, ship the Property in its original condition (ordinary wear and tear excepted) to a location within the United States in accordance with the Property return instructions provided by Lessor. Until Lessee has complied with all of the requirements of this Section, rent payment obligations will continue from month to month at the rental rate delineated on the Schedule.

**O. ASSIGNMENT OF LEASE AND/OR PROPERTY: WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, LESSEE SHALL NOT ASSIGN THIS LEASE OR ITS INTEREST IN OR OBLIGATIONS UNDER THE LEASE IN ANY MANNER INCLUDING, BUT NOT LIMITED TO, AN ASSIGNMENT DUE TO A SALE, MERGER, LIQUIDATION, SUB-LEASE, LEVERAGED BUYOUT, CHANGE OF OWNERSHIP OR CHANGE-IN-CONTROL, OTHER THAN AN ASSIGNMENT TO (A) ANY AFFILIATE OF LESSEE AND (B) ANY SUCCESSOR BY MERGER OR CONSOLIDATION TO LESSEE.**

**P. QUIET ENJOYMENT:** Lessor agrees that it will disturb Lessee’s quiet enjoyment of the Property during the term of the Lease unless, in Lessor’s opinion, an event of default has occurred and is continuing under this Lease.

**The individual signing below certifies that he or she has read this Schedule (including the terms on the reverse side HEREOF) and the Lease Agreement and is authorized to sign this Schedule on behalf of Lessee.**

THIS SCHEDULE ALONG WITH THE LEASE AGREEMENT CONTAIN THE ENTIRE AGREEMENT BETWEEN Lessor AND LESSEE WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT CAN ONLY BE MODIFIED IN WRITING, WITH SUCH MODIFICATIONS SIGNED BY A PERSON AUTHORIZED TO SIGN AGREEMENTS ON BEHALF OF LESSEE AND BY AN AUTHORIZED SIGNER OF Lessor. NO ORAL OR OTHER WRITTEN AGREEMENTS, REPRESENTATIONS OR PROMISES SHALL BE RELIED UPON OR BE BINDING ON THE PARTIES UNLESS MADE A PART OF THIS LEASE BY A WRITTEN MODIFICATION SIGNED BY AN AUTHORIZED SIGNER OF BOTH LESSEE AND LESSOR.

## **REBLESS™ LEASE AGREEMENT**

- 1. AGREEMENT/LEASE:** H ROBOTICS US INC. ("Lessor") agrees to lease to Lessee the equipment (collectively, the "Property") subject to **#{zf:Name First} #{zf:Name Last}**, ("Lessee") the terms set forth herein and, on each Schedule,(s) that the parties may from time to time enter into with respect to this Agreement. Each Schedule identified as being a part of this Agreement incorporates the terms of this Agreement and constitutes a separate Lease Agreement and is referred to herein as the "Lease". The Lease is in force and is binding upon Lessee and Lessor upon signed acceptance by Lessor.
- 2. UNIFORM COMMERCIAL CODE ACKNOWLEDGMENT:** This Lease is a Finance Lease. This provision survives termination and/or expiration of the Lease.
- 3. AUTHORIZATION DATE AND PAYMENT OBLIGATIONS:** A Schedule commences and lease payment is due beginning on the date that Lessee certifies in writing to Lessor that all of the Property has been received ("Authorization Date"). Lessee has the right to use the Property at the specific locations shown on the Schedule throughout the duration of this Lease in accordance with the provisions of this Lease. Rents shall be paid directly to Lessor unless otherwise instructed by Lessor. The rent payable is shown on the Schedule(s). The monthly rent is due to Lessor, in advance, beginning immediately on the Authorization Date and continuing on such date for each month that this Lease is in effect. ALL RENTS SHALL BE PAID WITHOUT NOTICE OR DEMAND AND WITHOUT ABATEMENT, DEDUCTION OR SETOFF OF ANY AMOUNT WHATSOEVER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES THE FOLLOWING RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY LAW: (I) RIGHT TO CANCEL OR TERMINATE THIS LEASE PRIOR TO EXPIRATION OF THE APPLICABLE TERM EXCEPT AS EXPRESSLY PROVIDED HEREIN, (II) RIGHT TO REJECT THE PROPERTY AFTER THE AUTHORIZATION DATE, AND (III) RIGHT TO RECOVER ANY CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER.
- 4. PERFORMANCE OF LESSEE'S OBLIGATIONS BY LESSOR:** If Lessee fails to perform any of its obligations under this Lease, Lessee agrees that Lessor may, at its option, perform them for Lessee without waiving Lessee's default. Any amount paid by Lessor, and any expense (including reasonable attorney's fees) or any other liability

incurred by Lessor as a result of its performance of any of Lessee's obligations will be payable by Lessee to Lessor upon demand.

5. **FURTHER ASSURANCES AND NOTICES:** Lessee agrees to sign and provide any documents which Lessor deems reasonably necessary for confirmation, assignment and assurance of performance by Lessee of its obligations under the Lease or for perfection of this Lease and the Property, including collateral access waivers. Lessee authorizes Lessor to execute and/or to file any documents necessary for the perfection of Lessor's interest in the Lease and Property including, but not limited to, Uniform Commercial Code Financing Statements. In the case of documents requiring Lessee's signature, Lessee authorizes Lessor to sign on Lessee's behalf if Lessee fails to sign any such documents reasonably requested by Lessor. Lessee authorizes Lessor to insert applicable dates as necessary to complete all documentation for the Lease.
6. **DEFAULT:** If rent or any other amount due hereunder is not paid within ten days of its due date, Lessee agrees to pay interest on the unpaid amount at the interest rate per annum equal to 18%, but in no case greater than the maximum interest rate allowed by law. An Event of Default shall occur if: (a) Lessee fails to pay any rent or other payment under the Lease when due and the failure continues for twenty (21) days; (b) Lessee fails to perform or observe any of the covenants or obligations in this Lease other than Lessee's rental obligations, and such failure is not cured within thirty days after written notice has been provided; (c) Lessee makes an assignment for the benefit of its creditors, files any petition or takes any action under any bankruptcy, reorganization or insolvency laws; (d) an involuntary petition is filed under any bankruptcy statute against Lessee or any receiver, trustee or custodian is appointed to take possession of Lessee's properties, unless such petition or appointment is set aside or withdrawn within sixty days of said filing or appointment; (e) Lessee attempts to or does remove, transfer, sell, sublicense, encumber, part with possession, or sublet any of the Property; (f) Lessee attempts to assign or transfer this Lease or its interest under the Lease or moves any of the Property from the location(s) set forth on the Schedule without Lessor's prior written consent; or (g) Lessee is in breach of any agreements entered into between Lessor and Lessee.
7. **REMEDIES:** Upon an Event of Default existing, Lessor may exercise at its sole option any one or more of the remedies permitted by law, including but not limited to the following: (a) through legal action, enforce performance by Lessee of the applicable covenants and obligations of this Lease or recover actual damages for the breach of those covenants or obligations; (b) terminate the Lease and Lessee's rights under the Lease; (c) by notice in writing to Lessee (unless the giving of such notice is prohibited by law or court order), recover all amounts due on or before the date Lessor declared this Lease to be in default, plus, as liquidated damages for the loss of a bargain and not as a penalty, demand that the Stipulated Value of all of the Property (calculated as of the date of the occurrence of the Event of Default) and all other sums payable under the Lease be paid immediately without any presentment, demand, protest or further notice (all of which, except notice of demand of payment, are hereby

expressly waived by Lessee), at which time the same shall become immediately due and payable; (d) take immediate possession of the Property, or any part of the Property, from Lessee free from claims by Lessee; and (c) abandon the Property. Waiver of any default or breach of this Lease shall not be construed as a waiver of subsequent or continuing defaults or breaches.

8. **THE PARTIES AGREE THAT ALL DISPUTES, WHETHER BASED IN TORT, CONTRACT OR OTHERWISE, RELATING TO OR ARISING OUT OF THIS LEASE (COLLECTIVELY, "LEASE DISPUTES") WILL BE SUBMITTED TO THE STATE OR FEDERAL COURTS LOCATED IN TRAVIS COUNTY, TEXAS. THE PARTIES AGREE TO SUBMIT TO THE PERSONAL JURISDICTION OF SAID COURTS FOR ALL LEASE DISPUTES. LESSEE AND LESSOR WAIVE THEIR RIGHTS TO A JURY TRIAL IN ANY ACTION ARISING FROM OR RELATING TO THE PROPERTY AND/OR THIS LEASE. If any party to this Lease brings any action to enforce any of the terms, or to recover for any breach, then the prevailing party is entitled to recover from the other party reasonable attorney's fees and costs, including all court costs and costs of collection (including judgment enforcement and collection costs). The parties agree that the provisions of this section shall be binding on their respective agents, successors and assigns.**
  
9. **MISCELLANEOUS:** All agreements, representations, warranties and waivers contained in this Lease, or in any document or certificate delivered pursuant to or in connection with this Lease, shall expressly survive the termination and/or expiration of this Lease. If any provision of this Lease is determined by competent authority to be unenforceable, such determination shall not invalidate the remaining provisions of the Lease. To the extent permitted by applicable law, Lessee waives any provision of law, which renders any provision hereof prohibited or unenforceable in any respect. **THIS LEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS (EXCLUSIVE OF PRINCIPLES OF CONFLICT OF LAWS).** Time is of the essence of this Lease and each provision thereof. Lessee acknowledges and agrees that, to the best of its knowledge, the fees as set forth on the applicable Schedule or its supporting documents, represents the market value or market price (or better) of the Property as of the Authorization Date of the applicable Schedule.
  
10. **CONSTRUCTION OF LEASE:** IF A COURT OR ARBITRAL BODY WERE TO DETERMINE THAT CERTAIN AMOUNTS DEEMED TO CONSTITUTE INTEREST CONTRACTED FOR, CHARGED OR COLLECTED UNDER THE LEASE EXCEED THE MAXIMUM RATE OF INTEREST ALLOWED FROM TIME TO TIME BY APPLICABLE STATE OR FEDERAL LAW, THEN THE APPLICABLE RATE SHALL BE THE MAXIMUM RATE PERMITTED BY LAW.
  
11. **Security Grant:** As security for all present and future obligations of the Lessee under this Lease and for Lessee's performance for each of its duties hereunder, Lessee grants Lessor a continuing security interest in all of Lessee's interest in the Property.

THIS LEASE AGREEMENT AND THE APPLICABLE SCHEDULE(S) CONTAIN THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE WITH RESPECT TO THE SUBJECT MATTER HEREOF. THE LEASE CAN ONLY BE MODIFIED IN WRITING, WITH SUCH MODIFICATIONS SIGNED BY A PERSON AUTHORIZED TO SIGN AGREEMENTS ON BEHALF OF LESSEE AND BY AN AUTHORIZED SIGNER OF LESSOR. NO ORAL OR OTHER WRITTEN AGREEMENTS, REPRESENTATIONS OR PROMISES SHALL BE RELIED UPON BY, OR BE BINDING ON, THE PARTIES UNLESS MADE A PART OF THIS LEASE BY A WRITTEN MODIFICATION SIGNED BY AN AUTHORIZED SIGNER OF LESSEE AND LESSOR.