

## Personal Property Lease

THIS LEASE made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (hereinafter called the "Lessor") and United Space Alliance, LLC, a Delaware Limited Liability Company (hereinafter called the "Lessee").

### WITNESSETH:

Lessor hereby leases to Lessee the personal property described in Exhibit "A" attached hereto and made a part hereof, all of which is hereinafter referred to as "the leased property", on the following terms and conditions:

1. **Term**

The term of this lease shall commence on \_\_\_\_\_ and end on \_\_\_\_\_.

Lessee shall have the right, at its option, to extend the term of this lease for the period of \_\_\_\_\_ after the expiration of the above term by giving notice thereof to Lessor at least \_\_\_\_\_ days before the end of the above term on the same provisions as set forth herein.

2. **Rental**

- (a) Lessee shall pay Lessor as rental for the leased property the sum of \$\_\_\_\_\_ per \_\_\_\_\_, payable the \_\_\_\_\_ day of each \_\_\_\_\_ during the term hereof. In the event the term of this lease commences on a date other than the first of a month, the rental for the first and last partial months shall be prorated upon a daily basis, using a 30-day month as the basis therefor. The rental for such partial months shall be paid within five (5) days after the commencement thereof.
- (b) Except as may be otherwise provided herein, Lessor shall be liable for all taxes assessed against the leased property or upon the possession or use thereof during the term hereof, and Lessor hereby indemnifies and holds Lessee harmless from all liability therefor; provided, however, that Lessee shall be liable for sales and use taxes applicable to the rental of leased property hereunder.
- (c) If the leased property is not installed ready for use and Lessee placed in full possession thereof at the beginning of the term hereof or thereafter the Lessee is deprived of full possession of the leased property due to the acts of Lessor or its employees and agents, or due to a defect in Lessor's title, or due to fire, flood, earthquake, acts of God, acts of the public enemy, or any other cause beyond the control of Lessee, Lessee's obligation to pay rent shall

thereupon abate and be reduced prorata on a daily basis until possession is restored, and, if Lessee is deprived of possession of the leased property for a period of \_\_\_\_\_ consecutive days, Lessee may, at its option, terminate this lease in accordance with the paragraph hereof entitled, "Termination".

3. **Delivery and Transportation Expenses**

The leased property shall be delivered by Lessor to Lessee at

\_\_\_\_\_  
\_\_\_\_\_  
on \_\_\_\_\_.

All transportation and packaging charges relating to the leased property shall be at the sole expense of Lessor. The leased property shall be installed by Lessor at its sole expense.

4. **Termination**

- (a) If either party defaults in the performance of any of its obligations hereunder and fails to rectify such default within \_\_\_\_\_ days after the aggrieved party has given the defaulting party notice thereof, the aggrieved party may, at its option, by notice to the defaulting party, terminate this lease effective as of the end of such \_\_\_\_\_ day period. If Lessee terminates this lease hereunder, Lessor shall repay to Lessee any unearned rent theretofore paid.
- (b) Without affecting its right to terminate this lease under paragraph (a) hereof, Lessee may terminate this lease at any time on \_\_\_\_\_ prior notice and on the payment of an amount equal to the rent due and payable up to the effective date of such termination, but otherwise without liability to Lessor. In the event the date of such termination is on a date other than the last day of the rental period set forth in the paragraph hereof entitled "Term", the rental for such partial period shall be prorated on a daily basis, up to the effective date of such termination.

5. **Return of Leased Property**

Within \_\_\_\_\_ days of the termination or expiration of this lease, Lessor shall, at its sole expense, promptly remove the leased property from the premises of the Lessee. Lessor indemnifies and holds Lessee harmless for all loss or damage to such premises or other property of Lessee arising from the acts of Lessor in so removing the leased property. The leased property shall be returned to Lessor in as good condition as when received, except for: (1) reasonable wear and tear resulting from any lawful use hereunder; (2) loss or damage against which Lessor has indemnified Lessee; and (3) all modifications approved by Lessor pursuant to the paragraph hereof entitled, "Use" (except if Lessee, at its option, desires to remove such modifications).

6. **Use**

Lessee may use the leased property either alone or in conjunction with other accessories, equipment or property as Lessee shall deem reasonably necessary for any lawful purpose, at any plant, office or facility of Lessee.

The leased property shall, in all events and though attached to realty, be deemed personal property. Lessee will keep the leased property free from all liens and encumbrances.

7. **Warranty**

Lessor warrants that the leased property will be of good material and workmanship, and free from defect, and that it has full power, right and authority to enter into this lease. Said warranties shall be in addition to Lessor's standard service warranties and guarantees, if any.

8. **Maintenance**

Lessor will keep the leased property in good working order and condition, and will make all necessary adjustments and repairs promptly upon oral or written notice from Lessee that such are required or, in any event, on \_\_\_\_\_ inspections of the leased property, all at Lessor's sole expense. Lessor may inspect the leased property at all other reasonable times, but all inspections of the leased property by Lessor shall be subject to any restriction imposed by any security law, rule or regulation enacted or promulgated by the United States of America or any agency thereof, or the Industrial Security Division of Lessee assigned for security or plant protection.

9. **Risk of Loss**

Lessor hereby indemnifies and holds Lessee harmless from all liability for loss of or damage to the leased property, including but not limited to liability for loss of use and for consequential damages. If Lessor insures the leased property, such insurance shall provide that the insurer shall have no right of subrogation against Lessee.

10. **Patent Indemnity**

Lessor hereby indemnifies and holds Lessee, its employees, agents and assigns, and customers, harmless from any and all loss, damages or liability, including costs and expenses which may arise, from any claim that the Lessee's rights hereunder involve the infringement or alleged infringement of any patent rights in or relating to the leased property.

11. **Assignment**

Neither this lease nor any money due or to become due hereunder shall be assigned by Lessor.

Lessee shall not assign, transfer or hypothecate any of its rights under this lease or in the leased property, except with the prior approval of Lessor. Lessor will not unreasonably withhold such approval. Lessee, however, may, without the prior approval of Lessor, assign or transfer this lease or the leased property to any parent, affiliate or subsidiary of Lessee.

12. **Applicable Law**

This lease shall be construed in accordance with the laws of the state shown on Lessee's address set forth in the paragraph hereof entitled, "NOTICES AND APPROVALS".

13. **Construction**

All prior negotiations and understandings are merged into the terms of this lease. No modification, waiver or amendment shall be valid unless in writing and signed by the parties hereto.

A waiver on one or more occasions of any of the requirements of performance by either party shall not be deemed a continuing one and all of the provisions of this lease shall remain in full force and effect subsequent to such waiver. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.

14. **Advertising**

Neither party, without the prior written approval of the other, shall in any manner advertise or publish the fact that Lessee has entered into this lease.

15. **Notices and Approvals**

Except as otherwise provided herein, all notices and approvals hereunder shall be in writing and, except as each party may change its address pursuant hereto, addressed to the parties as follows:

**To Lessor:**

\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To Lessee:**

**United Space Alliance, LLC**  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. **Alterations**