**EQUIPMENT LEASE**

This Equipment Lease (“Lease”) is dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Lessee”) with offices located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and **RIBCAGE SOLUTIONS INC**. with offices located at 650 Ponce De Leon Ave Ste. 300 #1842, Atlanta, GA 30308, (Tel: ###-###-#### / Contact Name: Wesley Evans) in connection with the project referred to as “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” (“Project”) and states the agreement of the parties as follows:

1. **Equipment Subject to Lease**. For good and valuable consideration, receipt of which is hereby acknowledged, Lessor shall lease to Lessee, from time to time, throughout the course of the Project, the equipment specifically identified on Lessor’s delivery documents/invoices (collectively, the “Equipment”) all of which shall be attached hereto during the course of the Project and incorporated herein by reference; provided, however, that in the event that any terms and conditions appear on any such invoices, such language shall be of no force and effect as the terms of this Lease shall govern.

Upon receipt of the Equipment, Lessee shall sign Lessor’s delivery documents for the sole purpose of acknowledging receipt of the Equipment, safety notices and operation manuals. All preprinted terms and conditions in such delivery documents shall be null and void.

2. **Rent/Lease Term.** Lessee shall pay to Lessor as rent for the Equipment, the rates as specified on the applicable invoice for the applicable Equipment, which shall be due and payable within three (3) days following Lessee’s receipt of an invoice therefore. The commencement date and expiration date for the lease of the Equipment shall also be specified on the applicable invoice (the “Term”). The Term may be extended as agreed by Lessor and Lessee in writing.

3. **Maintenance and Repair**. Lessee agrees to maintain the Equipment in good condition and repair during the Term, subject to reasonable wear and tear occurring from Lessee’s use.

4. **Delivery and Installation**. Lessor will arrange for delivery, installation (if any) and return of the Equipment and will pay all freight charges associated with the delivery, removal and return of the Equipment. Pick-up and delivery charges will be itemized on each invoice.

5. **Acceptance of Equipment**. If there are defects to the Equipment, or if there is a discrepancy between the description of the Equipment and the actual Equipment, or if the Equipment is not in satisfactory operating condition, Lessee will not be deemed to have accepted the Equipment. Lessee will then have the option of canceling this Lease or of accepting the equipment when the discrepancies are resolved or the Equipment is in satisfactory operating condition.

6. **Risk of Loss/Damage**. Lessee assumes the risk of loss of and damage to the Equipment arising from the negligence of Lessee while the Equipment is in the complete custody and control of Lessee during the Term, excluding any damage caused by Lessor’s or its employees’, agents’ or contractors’ conduct, acts or omissions or from any defect in the Equipment. If the Equipment is damaged or lost due to Lessee's negligence, Lessee shall be responsible for the cost of such repair or replacement, as agreed by Lessor and Lessee.

7. **Props**. Lessee may incorporate the Equipment in the Recordings and may use the Equipment in any manner (subject to the terms of this Lease) in the Recordings in all media, whether now known or hereinafter devised, throughout the universe in perpetuity, inclusive of any advertising, promotion and/or other exploitation thereof. Lessee shall not have the right to physically alter or obscure any product name, identification or logos without Lessor’s prior written consent; provided, however, if required to obscure due to Lessee’s broadcast standards personnel, Lessee will be permitted to do so through the post-production process. The Equipment may be used in conjunction with the actual visual and/or sound effects of the Equipment or any other visual and/or sound effects. Lessee is not obligated to use the Equipment nor provide any type of credit to Lessor.

8. **Force Majeure**. Neither party shall be liable to the other for any delay or failure to perform hereunder, if such delay or failure to perform is due to: (i) the other party's delay in failing to act in accordance with the terms of this Lease; or (ii) causes beyond the control of said party (i.e. incidents of “force majeure” as the term customarily is used). Performance times specified under this Lease shall be deemed extended for a period of time equivalent to the time reasonably lost because of any delay, which is excusable under this Paragraph.

9. **Warranties**. Lessor hereby represents and warrants to Lessee that: (i) it has the right to lease the

Equipment for the abovementioned uses and that the condition of Equipment is in good working order and free of any defects; (ii) no other permissions are required for Lessee to lease or use the Equipment; (iii) Lessor has the right, experience and skill to enter into and to fully perform any services contemplated in connection with the rental of the Equipment hereunder, and (iv) Lessor shall comply with all applicable laws in connection with the lease of the Equipment as well as any services required, including all professional registration requirements and safety regulations. Lessee will use the Equipment in compliance with the manufacturer’s operation manual and in compliance with all applicable laws.

10. **Indemnity of Lessee**. Lessor agrees to and does hereby indemnify Lessee, its parent, affiliated, subsidiary and related companies and their respective officers, directors, shareholders and employees and any other person claiming under Lessee (hereinafter called “Lessee Indemnitees”) for, and hold the Lessee Indemnitees harmless from and against any and all claims, suits, liability, expense, damage, penalties, fines and other sanctions, cause of action or judgment, including reasonable attorneys’ fees, resulting from injury to or death sustained by any person or persons, or damage to property of any kind, including but not limited to the Equipment, to the extent such injury, death or damage is caused by Lessor’s negligence or willful misconduct, a defect in any of the Equipment or any breach or alleged breach by Lessor of the terms of this Lease, including, but not limited to, the representation and warranties contained herein. This indemnity will continue in full force and effect notwithstanding the expiration or termination of this Lease and is expressly made for the benefit of and will be enforceable by the Lessee Indemnitees, or by any of them.

11. **Indemnity of Lessor**. Lessee agrees to and does hereby indemnify and hold harmless Lessor and any person claiming under Lessor, and the officers, directors, shareholders and employees thereof, from and against, any liabilities, losses, third-party claims, demands, costs (including without limitation reasonable attorney's fees) and expenses resulting from injury to or death sustained by any person or persons, or damage to Equipment of any kind, including but not limited to the Equipment, to the extent such injury, death or damage is caused by Lessee’s negligence or willful misconduct once the Equipment is under the dominion and control of the Lessee or its agents, subcontractors or employees.

12. **Breach**. No failure by Lessee to perform any of its obligations under this Lease shall be considered a breach unless Lessor has given written notice of such failure to Lessee and Lessee fails to cure such breach.

13. **Notice**. All notices required or permitted under this Lease shall be deemed delivered when receipt has been confirmed and addressed to the appropriate party at the address shown for that party at the beginning of

this Lease.

14. **Rights in the Recordings**. As between Lessor and Lessee, all rights of every kind in and to any materials created by Lessee in connection with its use of the Equipment or resulting therefrom, including, but not limited to, sound or photographic recordings (the “Recordings”) shall be and remain the sole and exclusive property Lessee and its successors and assigns. Such rights shall include, without limitation, the perpetual and irrevocable right to use and re-use said Recordings in connection with any audio-visual productions as Lessee may elect, including the Project, and in connection with advertising, publicizing, exhibiting, merchandising, distributing and exploiting such audio-visual productions in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. Neither Lessor nor any of its employees, agents or affiliates or other party now or hereafter having an interest in said Equipment shall have any right of action against Lessee, its successors, assigns and/or any other party arising out of any use or non-use of the Recordings. Neither Lessee, nor its successors, assignees or licensees shall be obligated to make any actual use of any Recordings, depictions or other results or proceeds from use of the Equipment in the Project, any motion picture or otherwise.

15. **Waiver of Injunctive Relief**. Lessor’s sole and exclusive remedy in connection with Lessee’s breach, termination or cancellation of this Lease or any term hereof, shall be an action for damages, and Lessor irrevocably waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief in connection with this Lease (or breach or alleged breach hereof), against the Recordings, the Project, or Lessee’s use of the Equipment.

16. **Severability**. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. **Waiver**. The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

18. **Governing Law**. This Lease shall be construed in accordance with the laws of the State of Georgia.

19. **Entire Agreement and Modification**. This Lease constitutes the entire agreement between the parties in connection with the subject matter herein. No modifications or amendment of this Lease shall be effective unless in writing and signed by both parties. This Lease replaces any and all prior agreements between the parties. This Agreement shall also serve to confirm that no representative of Lessor nor anyone acting on Lessor’s behalf gave, is planning to give or agreed to give anything of value to any employee of Lessee, any member of the production staff or crew, or anyone in any way associated with the Project, in exchange for the use of the Equipment as provided for hereunder.

**AGREED AND ACKNOWLEDGED**:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RIBCAGE SOLUTIONS INC.** 

(“Lessee”) (“Lessor”)

[Sign name] [Sign name]

[Print name] [Print name]

[Title] [Title]

FED ID#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_