

LEASE TERMS AND CONDITIONS - CRYO-LEASE, LLC

a. LOCATION OF EQUIPMENT. The Equipment shall be located at the Lessee's principal place of business or at such other places as set forth above during the Term, and shall not be removed from that location without Lessor's prior consent in writing, which consent shall not unreasonably be withheld. Lessee, at its sole expense, shall be responsible for the transportation and delivery of the Equipment to and from Lessee, and Lessee shall pay all shipping, freight and delivery charges and other expenses incurred in connection with transporting the Equipment, including the return of Equipment to Lessor.

b. CARE OF EQUIPMENT. Lessee shall use the Equipment in a careful and proper manner and shall comply with all laws, ordinances, and regulations relating to the possession, use or maintenance of the Equipment. Lessee shall only permit the Equipment to be operated by competent and qualified employees, and the Lessee shall insure that the Equipment is not subjected to careless or needless rough usage. Lessee shall keep the Equipment in good maintenance, repair and operating condition during the Term at its own cost and expense, allowing only for reasonable and ordinary wear and tear. Expenses of repair shall include labor, material, parts and similar items.

c. IDENTIFICATION/ALTERATION OF EQUIPMENT. If, at any time, Lessor supplies Lessee with identification markers, plates or other markings stating that the property is owned by Lessor, Lessee shall affix and keep the same in a prominent place on the property. Lessee shall not alter, disfigure or cover up any marks of identification displayed on the Equipment. Lessee agrees that it will make no alterations in the Equipment without obtaining prior written permission from Lessor, which permission shall not unreasonably be withheld. Lessor may request that any alteration made to the Equipment be re-altered to the original condition.

d. RISK OF LOSS OR DAMAGE. Upon Lessor making the Equipment available to Lessee at Lessor's facility (or other facility designated by Lessor from which the Equipment is being transported to Lessee), Lessee hereby assumes and shall bear the entire risk of loss, damage, theft, or destruction to the Equipment (including to any goods, cargo, or property in or upon the Equipment), including while the Equipment is being transported, loaded or unloaded. This Section applies regardless of whether there is insurance coverage or not. . No loss of or damage to the Equipment shall impair any obligations of Lessee under this lease and all such obligations shall continue in full force and effect. Lessee will notify Lessor immediately of the theft or loss of, or damage or destruction to, any Equipment. In the event of loss or theft of, or damage or destruction to, the Equipment, Lessee shall, at Lessee's expense and without delay, at Lessor's option: (i) place the Equipment in good repair, condition and working order; (ii) replace the Equipment with like equipment (acceptable to Lessor in its discretion) that is in good repair, condition and working order, which equipment shall thereupon become the property of the Lessor and be subject to this Lease; or (iii) pay to Lessor an amount equal to the sum of (A) any accrued and unpaid rent as of the date the loss, theft, damage or destruction occurred; (B) the replacement value of the Equipment as set forth above; and (C) any other amount otherwise then due and owing under this Lease or which otherwise will become due and owing irrespective of the fact that the Equipment has been damaged, destroyed, lost or stolen, including any additional taxes or other charges that may otherwise arise by reason of the damage, destruction, loss or theft of the Equipment.

e. INDEMNIFICATION. Lessee assumes liability for, and hereby agrees to indemnify, defend, release, protect and keep harmless Lessor, its affiliates and its and their respective employees, directors, agents, and successors and assigns,

from obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable attorneys' fees, of whatsoever kind and nature ("Claims"), arising out of the use, condition, operation, selection, transportation, leasing or return of any item of Equipment, or any failure on the part of Lessee to perform or comply with any conditions of this lease, except for Claims of a third party arising out of bodily injury to persons or damage to property to the extent caused by the negligence or willful misconduct of Lessor. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of this lease **and apply regardless of whether such Claims arise in contract, warranty, negligence, tort, strict liability, or otherwise.** Lessee is an independent contractor and nothing contained in this lease shall authorize Lessee or any other person to operate any item of Equipment so as to incur or impose any liability or obligation for or on behalf of Lessor.

f. CHOICE OF LAW. This lease shall be governed by and construed under the laws of the State of New Hampshire. Neither party will commence or prosecute any action, suit, proceeding or claim arising out of or related to this lease other than in the state or federal courts located in the State of New Hampshire. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of such courts in connection with any such action, suit, proceeding or claim.

g. STATUS OF EQUIPMENT; TAXES. The Equipment leased hereunder is, and will, at all times remain, personal property of Lessor notwithstanding that it or any part of it may now be, or hereafter become, in any manner attached to, or embedded in, or permanently resting on, real property or improvements thereon. This is a net lease and, in addition to the rent stated as being payable hereunder and as additional rent, Lessee shall pay, and hereby indemnifies and holds Lessor harmless from all license fees, assessments, and sales, use, value added, property, excise and other taxes and charges ("Taxes") imposed by any governmental body or agency upon or with respect to any of the Equipment, or the purchase, sale, possession, ownership, installation, delivery, leasing, rental, or use thereof or otherwise upon or in connection with this lease, whether assessed on Lessor or Lessee, other than Taxes measured on Lessor's net income. To the extent Lessor consents in writing to the Equipment being located outside of the U.S., Lessee accepts all responsibility for exporting and importing any equipment hereunder outside of the U.S., will be the exporter of record and importer of record, and will be responsible for filing any documents, obtaining any licenses required by the U.S. or other government agencies, and paying all duties and Taxes necessary for exportation and importation. Lessee shall furnish to Lessor satisfactory proof that such payment has been made before such Taxes, assessments or fees become delinquent.

h. OWNERSHIP OF EQUIPMENT. Title to the Equipment shall, at all times, remain in Lessor unless transferred to Lessee by sale and Lessee shall have only the right to retain the possession of said Equipment pursuant to the conditions hereof. Lessee shall give Lessor immediate notice of any claim, levy, lien or legal process issued against the Equipment.

i. LEASE APPLICABLE TO SUCCESSORS AND ASSIGNS. Lessor and Lessee agree that the rights and obligations under this lease shall inure to and be binding on their respective successors and permitted assigns.

j. SEVERABILITY. This lease embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein or by other written agreement. If any provision herein is invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

k. **RETURN OF EQUIPMENT.** Unless otherwise terminated, this lease will continue in force until all of the Equipment has been ultimately disposed of by return to Lessor, and until all of the obligations of the parties hereto have been discharged.

l. **WARRANTIES.** Lessor warrants that the Equipment is owned by Lessor and Lessor holds clear title to Equipment. Lessor further warrants that said Equipment is in good working condition on the Commencement Date. **The warranties and remedies stated herein are in lieu of all others, express or implied, including any warranty of merchantability and warranty of fitness for a particular use and any remedies of rejection, refusal, return or revocation.**

m. **LIMITATION OF LIABILITY.** Lessor and its affiliates (for this paragraph, "Lessor") shall not be liable for consequential, special, indirect or incidental damages or for any loss of use, profits, revenue, opportunity, product or business opportunity, and Lessor's cumulative liability for all other claims, loss and damages shall be limited in the aggregate to the rental fees paid to Lessor under this lease for the Equipment giving rise to the liability. **This paragraph applies notwithstanding anything to the contrary in this lease or otherwise and regardless of whether such liability arises in contract, warranty, negligence, tort, strict liability, or otherwise.**

n. **SECURITY INTEREST.** Lessee acknowledges and consents to Lessor filing one or more documents under the Uniform Commercial Code filing system specifying Lessor's ownership of the leased Equipment/property and the existence of this lease.

o. **TERM.** The initial term of lease ("Initial Term") for the Equipment is set forth above and shall commence on the Commencement Date set forth above. The Initial Term shall automatically be extended on a month-to-month basis (each, an "Extended Term", and together with the Initial Term, the "Term"), unless either party notifies the other not later than thirty (30) days prior to the end of the Initial Term (or thirty (30) days prior to the end of any Extended Term), of its election not to extend such Initial Term or Extended Term. The rent for any Extended Term shall be payable in the same manner and frequency as payable during the Initial Term, and shall be in an amount equal to the amount of rent payable during the Initial Term, unless otherwise agreed by the parties in writing.

p. **SECURITY DEPOSIT.** Lessee shall pay to Lessor, as a security deposit, the amount identified as the "SECURITY DEPOSIT" on the first page of this lease above ("Security Deposit"). The Security Deposit shall be paid upon Lessee's execution of this lease. The Security Deposit will be (at Lessor's option) (i) returned to the Lessee within thirty (30) days after the end of the Term or (ii) applied to reduce the last installment of rent under this lease; provided that all the Equipment has been returned to Lessor at the place and in the condition required herein and there has been no default in the performance of any of Lessee's obligations under this lease. In the event Lessee defaults in the performance of any of Lessee's obligations under this lease, Lessor shall have the right (but shall not be obligated) to apply the Security Deposit to the curing of such default, which includes the right to deduct from the Security Deposit any amount not paid to Lessor when due. No such deduction shall diminish Lessee's obligation to pay any and all sums due Lessor. Upon demand from Lessor,

Lessee shall pay the amount necessary to restore the Security Deposit. Lessee agrees that the Security Deposit may be commingled with Lessor's other funds and that no interest shall be due to Lessee on account of the Security Deposit.

q. **DEFAULT.** Lessee is in default of this Lease if any of the following occurs: (i) Lessee fail to pay any rent or other sum when due; (ii) Lessee breaches any warranty or other obligation under this Lease, or any other agreement with Lessor; (iii) Lessee becomes insolvent or unable to pay its debts when due, stops doing business as a going concern, or transfers all or substantially all of its assets; (iv) Lessee makes an assignment for the benefit of creditors, or (v) Lessee voluntarily files, or has filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for Lessee or a substantial part of its assets.

r. **REMEDIES.** Upon or at any time after the occurrence of a default, Lessor may, in its sole discretion, do any one or more of the following: (i) declare the entire balance of the unpaid rent for the full Term immediately due and payable, (ii) sue for and receive all rent and any other payments then accrued or accelerated under this Lease or any other agreement plus the replacement value of the Equipment set forth above; (iii) terminate this Lease; (iv) charge Lessee interest on all monies due Lessor at the rate of ten percent (10%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; (v) exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code or any other applicable law; (vi) sell or re-rent the Equipment to any persons with any terms Lessor determines, at one or more public or private sales, on Lessee's premises or elsewhere, with or without notice to Lessee; and (vii) require that Lessee return the Equipment to Lessor, and, in the event Lessee fails to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless Lessor expressly notifies Lessee of such termination in writing. Lessee is also required to pay all expenses (including and reasonable attorney's fees) incurred by Lessor in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment.

s. **MISCELLANEOUS.** Lessee may not assign this Agreement or any of its rights or obligations (whether by operation of law or otherwise) without the prior written consent of Lessor, and any such attempted assignment will be void. Subject to the above, this Agreement will be binding upon the parties' respective successors and permitted assigns. For purposes of this lease: (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "but not limited to"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. **THIS LEASE IS NON-CANCELABLE FOR ITS ENTIRE TERM AND LESSEE HAS NO RIGHT OF PREPAYMENT.**