

BDI EQUIPMENT LEASE AGREEMENT

BRIDGE DIAGNOSTICS, INC., a Colorado corporation, acting as lessor and identified below as the “Company”, whose address is 1995 57th Court North, Suite 100, Boulder, CO 80301, leases the equipment described on the attached Exhibit A (the “Equipment”), to the Lessee identified below, who accepts lease of the Equipment subject to the following terms and provisions.

Lessee: _____
Lessee’s Address _____

1. Monthly Rental Fee. The monthly rental fee of _____ shall be paid by Lessee to the Company at Company's principal place with 30 days of receipt of invoice from Company. of business on or before the first day of each month.
2. Term of Lease. Lessee shall lease the Equipment for a minimum period of one month. Any partial month(s) thereafter will be prorated. The term of the lease shall commence when the Equipment is shipped from the Company’s location in Boulder, Colorado, and end when the Equipment is returned to that location and the Company accepts the return of the Equipment. The Company will pay for shipping the Equipment to the Lessee, and the Lessee shall pay for return shipping of the Equipment to the Company.
3. Consumables. The Lessee will pay for consumables required for the installation and operation of the Equipment, such as extension cables, glue, mounting supplies, cable ties, conduit, etc. The Company will invoice Lessee for such consumables on a Net 30 basis. Consumables do not need to be returned to the Company.
4. Title to the Equipment. Title to the Equipment that is the subject matter of this lease shall remain in Company at all times during the term of this lease. Lessee shall not remove from any Equipment, or permit to be removed, any serial number, model, name or other indicia showing ownership.
5. Maintenance of Equipment. The Company guarantees, at its own cost and expense, to keep the Equipment in good working condition during the term of this lease, provided, however, that Lessee shall at all times during the term of this lease exercise reasonable care in using the Equipment, and shall be responsible for any damage to the Equipment caused by fire, vandalism, lightning, other “act of god”, theft, accident, neglect, or abuse. At the end of this lease, Lessee shall surrender the Equipment to Company in as good order and condition as it is now, excepting reasonable wear and tear resulting from the proper use of the Equipment. Upon return of the Equipment to the Company at the termination of this Lease, the Company shall have ten (10)

business days to inspect the Equipment, and shall bill the Lessee for damage to the Equipment at its then-current list price. Company will document any damage with description and photographs and/or test data. Lessee shall be responsible for any damage to the Equipment other than normal wear and tear. Lessee will be responsible for any damage to the Equipment during shipping.

6. Repair of Equipment. If the Equipment fails due to defects in material and workmanship and through no failure of Lessee to properly maintain the Equipment, then the Company will supply a replacement unit at its cost. The Company will not, however, be responsible for any costs except those directly related to the replacement of the Equipment. The costs not covered by the Company may include, but are not limited to, project costs such as installation labor, traffic control, or access to the installation site.

7. Lightning Damage. The Company takes standard precautions to protect the Equipment from damage by lightning when the Company installs Equipment. In the event that the Lessee installs the Equipment, it is strongly recommended by the Company that Lessee take similar precautions. However, the Company is not responsible for damage done to the Equipment by lightning.

8. Casualty Insurance. Lessee shall at all times during the term of this lease at its expense keep the Equipment insured to the amount of at least \$_____, for Company's benefit. Lessee will deliver the policies of insurance to Company, and Company shall be entitled to receive all insurance proceeds collected under the policies resulting from any loss related to the Equipment.

9. Liability Insurance. Lessee will cause the Company to be added to its liability insurance as an additional insured, and will provide the Company with a certificate of insurance showing the limits of such coverage and naming the Company as an additional insured.

10. Indemnity. Lessee shall indemnify Company against, and hold Company harmless from, all claims, actions, costs, damages, and liabilities, including attorney's fees, arising out of, connected with or resulting from the leased Equipment, including without limitation, claims resulting from the failure of the Equipment in any manner.

11. Live Hosted Monitoring Service. In cases where the Company has installed and configured the Live Hosted Monitoring Service (the "Service") on the Equipment, the Lessee agrees to respond to any alarms received, and to review the data provided by the Service to ensure that all data is being recorded and stored. The Company is not responsible for ensuring continual data collection after the initial setup. The Lessee will promptly report to the Company any failure of the Service to deliver or store data or other problem with the Service. The Company will promptly respond to any such report and use its best efforts to restore full functionality to the Service. In no event shall the Company be liable for any damages caused by any failure of the Service.

12. Personal Property. The Equipment is, and shall at all times remain, personal property, notwithstanding that it may be attached to real property or to a structure on real property.

13. Lessee's Right to Possession. Lessee shall have the right to retain possession of the leased Equipment only so long as Lessee shall not be in default under this lease. Punctuality in the payment of the rent shall be deemed to be the essence of this lease.
14. Default by Lessee. If Lessee is, at any time, in default in punctually paying any rent due, or if Lessee should breach any other term of this lease, then the Company shall have the right to retake immediate possession of the Equipment and for such a purpose Company may enter upon any premises where the Equipment is installed, with or without notice of its intention to retake the Equipment. In the event that Lessee fails to make payment due under this lease, or is otherwise in breach of this lease, the Company shall give Lessee written notice of such breach and the Lessee shall have ten (10) days from such notice to make payment in full or otherwise cure the breach. In the event that the Lessee fails cure the breach, the Company may retrieve the Equipment and bill Lessee for all costs associated with such retrieval. The Company can terminate Live Monitoring Service in the event of non-payment of rent. The Company will notify Lessee prior to service termination.
15. Termination of Lease. Upon Company's retaking possession of the Equipment as a result of a default of this lease by Lessee, this lease shall terminate without prejudice to any right or claim for arrears of rent, if any, or on account of any other breach of this lease.
16. Non-Waiver. The waiver of breach of any term or condition of this lease shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition.
17. Attorneys' Fees. In the event of any action filed in relation to this lease, Lessee, in addition to all other sums that Lessee might be called on to pay, will pay to Company a reasonable sum for Company's attorneys' fees.
18. Applicable Law. This lease shall be governed by and construed under the laws of the State of Colorado. The parties to this lease hereby submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in Boulder County, Colorado; Boulder, Colorado; and Denver, Colorado in any action related to this lease
19. Lease as Entire Agreement; Severability. This lease embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this lease or by other written agreement between the parties. If any provision is invalid, it shall be considered deleted from this lease, and shall not invalidate the remaining provisions of this lease.
20. Notice. Any notice to be given under this lease shall be in writing and may be personally delivered, transmitted by facsimile machine, or delivered by the United States Postal Service or by electronic mail. Notice is deemed to be given when received. **Notice** sent to the last known address of the other party shall constitute valid notice.
21. Authority. The undersigned representative of the Lessee represents and warrants that he or she is duly authorized to enter into this lease on behalf of the Lessee.

22. No Warranty. The Lessee accepts the Equipment “as-is”, and THE COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTY OF NON-INFRINGEMENT, WARRANTY OF MERCHANTABILITY, AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. The Lessee agrees that it will not assert any claim against Company for any consequential, special or indirect damages.

IN WITNESS OF OUR AGREEMENTS, the Company and the Lessee have executed this Agreement on the date(s) indicated below.

The Lessee:

The Company:
Bridge Diagnostics, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
The “Equipment”

Consumables: