



PLUGLESS Lease Agreement

This Equipment Lease Agreement (the “Agreement”) is made and entered on _____, by and between Evatran Group, Inc. (“Lessor”) and _____ (“Lessee”) (collectively referred to as the “Parties”).

The Parties agree as follows:

1. EQUIPMENT: Lessor hereby leases to Lessee the following equipment:

(the “Equipment”).

2. LEASE TERM: The lease will run 36 months and start on [date of Vehicle Adapter Installation] and will end on [36 months from Adapter Install date] (end date) (Lease Term).

3. LEASE PAYMENTS: Lessee agrees to pay to Lessor as rent for the Equipment the amount of \$ _____ for the first month of the Lease and \$ _____ (“Rent”) each subsequent month in advance on the first day of each month via automatic recurring credit card charge on the customer’s credit card held on file. The Lease Term will start on the first day of the month and end on the last day of a month.

4. EQUIPMENT BUY-OUT: At the end of the Lease period, the Lessee will have the option to purchase the leased equipment from the Lessor for a one-time fee of \$ _____. At this point, ownership of the equipment will transfer to Lessee.

5. LATE CHARGES: If any amount under this Agreement is more than 10 days late or if the Lessee’s credit card held on file does not process the payment on the day specified and a remedy is not established with the customer within 10 days, Lessee agrees to pay a late fee of \$25 for each month payment is delayed in addition to the overdue balance. Any overdue balance not paid within 30 days of due date shall be considered in default.

6. INSTALLATION OF EQUIPMENT: Lessee will be responsible for proper electrical installation of the equipment at the targeted charging location in accordance with the included instruction manuals or shall pay Lessor separately for these fees in a one-time upfront payment. Lessee will also be responsible for any deinstallation electrical costs to return the system to Lessor at the close of the Lease. Lessor will be responsible for the installation and any necessary deinstallation of the product on the Lessee’s vehicle. These vehicle installation costs will be included in the Lease.

7. DELIVERY: Lessee shall not be responsible for all expenses and costs: i) at the beginning of the Lease Term, of shipping the Equipment to Lessee’s premises and ii) at the end of the Lease Term, of shipping the Equipment back to Lessor’s premises.

8. DEFAULTS: If Lessee fails to perform or fulfill any obligation under this Agreement, Lessee shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary, Lessee shall have

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seven (7) days from the date of notice of default by Lessor to cure the default. In the event Lessee does not cure a default, Lessor may at Lessor's option (a) cure such default and the cost of such action, in addition to all unpaid balances, interest¹ and fees, may be added to Lessee's financial obligations under this Agreement; or (b) declare Lessee in default of the Agreement. If Lessee shall become insolvent, cease to do business as a going concern or if a petition has been filed by or against Lessee under the Bankruptcy Act or similar federal or state statute, Lessor may immediately declare Lessee in default of this Agreement. In the event of default, Lessor may, as permitted by law, re-take possession of the Equipment. Lessor may hold Lessee liable for the Rent that would have been payable under this Agreement during the balance of the unexpired term.

9. POSSESSION AND SURRENDER OF EQUIPMENT: Lessee shall be entitled to possession of the Equipment on the first day of the Lease Term. At the expiration of the Lease Term, Lessee shall surrender the Equipment to Lessor by delivering the Equipment to Lessor or Lessor's agent in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Agreement.

10. USE OF EQUIPMENT: Lessee shall only use the Equipment in a careful and proper manner and will comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance of storage of the Equipment.

11. CONDITION OF EQUIPMENT AND REPAIR: Lessee or Lessee's agent has inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition.

12. MAINTENANCE, DAMAGE AND LOSS: Lessee will, at Lessee's sole expense, keep and maintain the Equipment clean and in good working order and repair during the Lease Term. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of the Equipment; in addition, the obligations of this Agreement shall continue in full force and effect through the Lease Term.

13. ENCUMBRANCES, TAXES AND OTHER LAWS: Lessee shall keep the Equipment free and clear of any liens or other encumbrances, and shall not permit any act where Lessor's title or rights may be negatively affected. Lessee shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use or maintenance of the Equipment.

14. LESSORS REPRESENTATIONS: Lessor represents and warrants that he/she has the right to lease the Equipment as provided in this Agreement and that Lessee shall be entitled to quietly hold and possess the Equipment, and Lessor will not interfere with that right as long as Lessee pays the Rent in a timely manner and performs all other obligations under this Agreement.

15. OWNERSHIP: The Equipment is and shall remain the exclusive property of Lessor unless purchased by the Lessee at the end of the Lease period for the buy-out price noted.

16. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

¹ Interest rate charged on overdue accounts is 14.99%.

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17. ASSIGNMENT: Neither this Agreement nor Lessee's rights hereunder are assignable except with Lessor's prior, written consent.

18. BINDING EFFECT: The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

19. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

20. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to:

Lessor:

Evatran Group, Inc.
7 North 25th Street
Richmond, VA 23223

Lessee:

Either party may change such addresses from time to time by providing notice as set forth above.

21. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Lessor and Lessee.

22. CUMULATIVE RIGHTS: Lessor's and Lessee's rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

23. WAIVER: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provisions of this Agreement.

24. INDEMNIFICATION: Except for damages, claims or losses due to Lessor's acts or negligence, Lessee, to the extent permitted by law, will indemnify and hold Lessor and Lessor's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Lessee, or for damage to property arising from Lessee using and possessing the Equipment or from the acts or omissions of any person or persons, including Lessee, using or possessing the Equipment with Lessee's express or implied consent.

25. EARLY TERMINATION & NOTICE OF INTENT TO TERMINATE: This Agreement may be terminated by Lessee by giving written notice not less than sixty (60) days' notice prior to the end of any calendar month when the termination is to be effective and paying the early termination fee in the amount of \$200.00. If Lessee fails to give proper notice of termination and early termination fee payment as described above, he will be liable for and agrees to pay rent for the next full rental period. This

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Agreement will terminate at the end of the last day of the month in which proper notice has been given by Lessee.

26. ADDITIONAL TERMS & CONDITIONS (Specify “none” if there are no additional provisions)

None _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

LESSOR:

_____ (signed)
Nathan Richards
Chief Financial Officer, Evatran Group, Inc.

LESSEE:

_____ (signed)

(Name)