

Please sign below and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as lessor (“**Lessor**”) and lessee (“**Lessee**”, as described in the Lease Agreement in the section titled “**Customer Information**”) hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. By signing this Lease Agreement, Lessee agrees that it is opting-in to receive emails, phone calls and text promotions and offers from Lessor, from which Lessee may unsubscribe at any time using the links provided in such emails. As a representative of Lessee, the individual signing below affirms that they are duly authorized to execute and commit to this Lease Agreement on Lessee’s behalf.

<p>LESSOR: Mobile Modular Management Corporation</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>LESSEE:</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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ATTACHMENT A

BRM LEASE TERMS AND CONDITIONS

1. **LEASE.** Lessor leases to Lessee, and Lessee leases from Lessor, the DropBox blast resistant modular buildings listed on the Lease Agreement hereto (the “**Equipment**”) on the terms and conditions set forth herein. Each such Lease Agreement (“**Agreement**”) shall constitute a separate and independent lease (a “**Lease**”) of the Equipment listed in the Agreement under “Product Information”. In the event of a conflict between this Agreement and Lessee’s contract, purchase order or other document, both parties knowingly and voluntarily hereby agree that the terms of this Agreement shall prevail.

2. **LEASE TERM.** The Agreement shall be in full force and effect upon the date of execution by Lessee. The Lease Term and Daily Rent shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the “Contract Term” (the “**Lease Term**”). Lessee is responsible for paying the Daily Rent specified in the Agreement (as such may be adjusted pursuant to Section 9) for each month during the Lease Term and any extensions thereof. This Agreement defines a month as thirty (30) calendar days. Rent will be billed in advance on a monthly basis unless otherwise specified in the Agreement. In the event that Lessee terminates the Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor following the receipt of the termination request. Such early termination fee may include charges related to the preparation of the Equipment for delivery and/or the rental value of the Agreement. In no event shall any such early termination fee exceed the total value of the Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. **DELIVERY AND PLACEMENT OF EQUIPMENT.** Lessor shall deliver and set up the Equipment at the site specified in the Agreement (the “**Site**”). Lessee warrants and represents that it has exercised due diligence and care in selecting a suitable site for the Equipment, shall clearly mark the site of placement and shall direct exact placement and orientation of the Equipment. Equipment should be placed in areas with adequate drainage to avoid flooding.

(a) **ACCESS.** Lessee shall provide clear access to the set up site for delivery of the Equipment by standard delivery methods and set up of same by standard set up methods. The Site must be dry, compacted, level and accessible by normal truck delivery. Additional charges may apply for dry-runs, additional labor, or wait-time incurred due to lack of site access or adequate preparation.

(b) **LOCATION.**

- i. **UNDERGROUND ELEMENTS.** Lessee is responsible for the identification of underground elements on site. Identification services can be procured from third party vendors, however, Lessee retains responsibility and liability for the designation of such elements should there be any ground penetrating activities performed in relation to the performance of the Agreement by Lessor.
- ii. **RELOCATION OF EQUIPMENT.** Once Lessor has completed the delivery of the Equipment in the location specified by Lessee, should the Equipment require relocation for any reason, Lessee shall be responsible for all charges associated with such relocation. Lessee shall not move the Equipment without the prior written consent of Lessor.

- iii. **RE-LEVELING EQUIPMENT.** Should the Equipment require re-leveling due to adverse site or weather conditions (wetness, settling, unstable ground, etc.), or adjustment due to personal property (such as furniture, files or equipment) inside the Equipment, Lessee shall be responsible for all related charges.

4. **PARTICULAR TYPES OF EQUIPMENT.** Some of the terms and conditions herein may not be applicable to the particular Equipment subject to this Agreement. The following terms relate to Equipment of the following types:

(a) **RESTROOM/PLUMBING.** If any Equipment consists of restrooms or plumbing, the Lessee is responsible for making both waste and water connections to the building stub outs. If a plumbing manifold is provided with the Equipment, Lessee is responsible for assembly of the manifold and for final on-site connections. Lessor makes no guarantees that the stub out locations or set height of the building will coincide with existing stub outs, holding tanks, or other connection-related items.

- i. **MALFUNCTIONS.** Lessee is responsible for any malfunction of lines, valves, piping, etc., related to foreign matter, improper connection of waste/water lines or misuse, or for any other malfunction not directly attributable to a defect in the plumbing systems contained within the Equipment as provided by Lessor.
- ii. **TEMPORARY/PORTABLE HOLDING TANKS.** Lessor shall not be liable for loss or damage as a result of holding tanks that fill up more quickly than expected, or that overflow. For Lessee's comfort and convenience, Lessor strongly recommends that the Equipment be connected directly to sanitary sewer lines.
- iii. **CONNECTION TESTING AND VERIFICATION.** Testing of water for chlorination, pressure, or other items/issues is the responsibility of the Lessee.

(b) **MISCELLANEOUS.** The Equipment is not pre-wired for features such as telephones, data lines, fire alarms, intercoms, lightning suppression; it is Lessee's responsibility to wire these items for individual preference and usage. Lessee shall also have the sole responsibility for any utility or other connections to the Equipment.

(c) **CABINETRY.** The Equipment may include cabinetry that is fabricated with particleboard. Particleboard is known to emit certain levels of formaldehyde. Lessee acknowledges that it has been made aware that lower emission and formaldehyde free options are available.

5. **WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered, will be in good condition and repair, and, subject to Section 4, comply with all applicable regulations. Lessee acknowledges and agrees that, with the exception of the foregoing warranties, **LESSOR DOES NOT MAKE, HAS NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE ANY OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, RELATING TO ANY OF THE MATTERS CONTAINED IN THE AGREEMENT OR THE MASTER LEASE AGREEMENT, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT LEASED HEREUNDER OR ANY COMPONENT THEREOF, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OR MATERIALS OR WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, USE OR OPERATIONS, SAFETY, PATENT, TRADEMARK OR ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE, COPYRIGHT OR OTHERWISE.** All such risks, as between Lessor and Lessee, are to be borne by Lessee. Without limiting the foregoing, Lessor shall have no responsibility or liability to Lessee or any other person with respect to any of the following, regardless of any negligence of Lessor (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by any Equipment, any inadequacy thereof, any deficiency or defect (latent or otherwise) therein, or any other circumstance in connection therewith; (ii) the use, operation or performance of any Equipment or any risks relating thereto; (iii) any interruption of service, loss of business or anticipated profits or consequential damages; or (iv) the delivery, operation, servicing, maintenance, repair, improvement or replacement of any Equipment. If, and so long as, no Event of Default exists under this Agreement, Lessee shall be, and hereby is, authorized during the Lease Term to assert and enforce, at Lessee's sole cost and expense, from time to time, in the name of and for the account of Lessor and/or Lessee, as their interests may appear, whatever claims and rights Lessor may have against any supplier of the Equipment.

6. **EQUIPMENT CONDITION.** Lessee shall maintain all Equipment in good condition and repair (normal wear and tear excluded) as set forth in the applicable region-specific Service Guide ("**Service Guide**"), which can be viewed on Lessor's website (<http://www.mobilemodular.com/resources/product-guides.aspx>). Lessee shall not make any alterations, modifications, additions, or improvements to the Equipment without Lessor's prior written consent. Lessor shall provide maintenance and service to the Equipment as set forth in the applicable Service Guide.

7. **LESSEE AGREEMENTS.** Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and

(b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines, in its sole discretion, are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, then Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

8. **REPRESENTATIONS AND WARRANTIES OF LESSEE:** Lessee hereby represents and warrants to Lessor that on the date hereof:

(a) Lessee's exact legal name, type of organization, and jurisdiction of organization, are as set forth in the preamble of this Agreement. Lessee is, and will remain, duly organized, existing and in good standing under the laws of the state set forth in the preamble of this Agreement. Lessee has its chief executive offices at the location specified in the preamble, and is, and will remain, duly qualified and licensed in every jurisdiction wherever necessary to carry on its business and operations. Lessee has no fictitious business names. Lessee has not at any time been known by any legal name different from the one set forth in the preamble of this Agreement, nor has Lessee been the subject of any merger or other corporate reorganization.

(b) Lessee has adequate power and capacity to enter into, and perform under, this Agreement and all documents executed in connection herewith (together, the “**Documents**”) and is duly qualified to do business wherever necessary to carry on its present business and operations, including the jurisdiction(s) where the Equipment is or is to be located.

(c) The Documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms, except to the extent that the enforcement of remedies therein provided may be limited under applicable bankruptcy and insolvency laws.

(d) No approval, consent or withholding of objections is required from any governmental authority or instrumentality with respect to the entry into or performance by Lessee of the Documents except such as have already been obtained.

(e) The entry into and performance by Lessee of the Documents will not: (i) violate any judgment, order, law or regulation applicable to Lessee or any provision of Lessee’s certificate of incorporation or bylaws; or (ii) result in any breach of, constitute an Event of Default under or result in the creation of any lien, charge, security interest or other encumbrance upon any Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than this Agreement) to which Lessee is a party.

(f) There are no suits or proceedings pending or threatened in court or before any commission, board or other administrative agency against or affecting Lessee, or anticipated, pending, or current bankruptcy which will have a material adverse effect on the ability of Lessee to fulfill its obligations under this Agreement.

(g) The Equipment is and will remain tangible personal property.

(h) The Equipment will at all times be used for commercial or business purposes.

9. HOLDING OVER; LEASE EXTENSION. Following the expiration of the Lease Term, the Lease of the Equipment and the terms and conditions set forth in this Agreement, shall be extended on a month-to-month basis until the Equipment is returned to Lessor. In this event, Lessor may establish a revised rental rate which shall constitute the Monthly Rent. The charges upon return and any other charges related to the return of the Equipment may be reasonably revised from those reflected in the Agreement, at Lessor’s discretion, should the Agreement be extended beyond the initial Lease Term.

10. RETURN OF EQUIPMENT. Upon return of the Equipment, rent will be billed in half month increments. If Equipment is returned within the first fifteen (15) days of the billing period, Lessee shall pay rent for the first half of the billing period; if Equipment is returned between the sixteenth (16th) and thirtieth (30th) days of the billing period, Lessee shall pay rent for the entire billing period.

(a) **PREPARATION FOR EQUIPMENT REMOVAL.** Prior to the scheduled removal of the Equipment, Lessee shall complete the necessary actions to ensure Equipment may be removed by Lessor. Additional charges may apply for any additional labor, waiting time, or dry-runs incurred if the necessary actions are not be completed by Lessee prior to the scheduled time of removal. Such actions include but may not be limited to:

- i. Disconnection of all utilities and removal of any items that may hinder the removal of the Equipment by standard methods;
- ii. Removal of all personal property of Lessee from the Equipment. Should any personal property remain in the Equipment upon removal, Lessee consents to Lessor’s possession and disposal or destruction of such personal property without notice or accounting to Lessee, the costs and expenses of which, including reasonable attorney’s fees, shall be the responsibility of the Lessee.
- iii. In the case of any Equipment that includes plumbing:
 1. The plumbing lines must be flushed clean and Lessee shall ensure that there is no foreign matter in any of the fixtures;
 2. Connections of the plumbing to the site shall be properly disconnected and, if applicable, the plumbing manifold should be placed inside the Equipment. Where “no hub fittings” are provided, there should be no need for gluing or cutting of pipe at either the time of connection or disconnection. Lessee will be charged for damages to plumbing due to improper disconnection or failure to return plumbing manifolds.
- iv. Clear access shall be provided for preparation of the Equipment, and its removal from the site, by standard methods.

(b) **INSPECTION OF EQUIPMENT ON RETURN.** Upon return the Equipment, an inspection of the Equipment will be performed by Lessor. If such inspection reveals that the Equipment is damaged beyond normal wear and tear or is missing any components or accessories, Lessor will bill Lessee for related costs, which costs Lessee promptly shall reimburse to Lessor. Upon request by Lessee and for an additional fee, a preliminary inspection for damages can be performed at the Site prior to removal of the Equipment. Unless otherwise noted in the Agreement, Lessor charges a cleaning fee of \$125.00 per module. If assessed, cleaning charges will be based on the condition of the Equipment when returned. If keys are not returned with the Equipment, a charge will be assessed for re-keying. If locksets are altered and not returned to their original condition, charges may be assessed.

11. PAYMENTS. Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to the terms of the Agreement shall be made by Lessee without any abatement, reduction or setoff of any kind whatsoever arising from any cause whatsoever, including but not limited to, any claim arising or allegedly arising out of claims (present, future, alleged or actual and including claims arising out of strict tort or negligence of Lessor) of Lessee against Lessor under this Agreement or otherwise. This Agreement shall not terminate nor the obligations of Lessee be affected by reason of any defect in or damage to, or loss of possession, use or destruction of, any Equipment from whatsoever cause, except as otherwise set forth in Section 13. It is the

intention of the parties that all payments and amounts due hereunder shall continue to be payable in the matter and at the time set forth herein unless the obligation to do so shall have been terminate pursuant to the express terms hereof.

12. SECURITY DEPOSIT. Lessee shall pay to Lessor the Security Deposit specified in the Agreement, which may be due upon execution of the Agreement, if specified. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Agreement, including without limitation Lessee's indemnification obligations under Section 15. Lessor shall be entitled to commingle the Security Deposit with any of its own funds. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Agreement, including but not limited to repossession of the Equipment, and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Agreement (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). Lessor shall have no duty to first commence an action against or seek recourse from Lessee upon an Event of Default under this Agreement before exercising its rights and remedies under this Section 12. In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Agreement. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 10 and all obligations under this Agreement, Lessor shall return to Lessee any remaining balance of the Security Deposit.

13. LOSS OR DAMAGE. Upon delivery to Lessee's Site and until the Equipment is removed from the Site by Lessor, Lessee assumes all risk of loss or damage to the Equipment. In the event that Lessee elects to make its own arrangements for delivery and/or return transportation of the Equipment, Lessee assumes all risk of loss or damage to the Equipment during transport thereof. Subject to Section 15(b), should any Equipment damaged be capable of repair, this Agreement shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the full replacement value of the Equipment. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that which Lessee has paid to Lessor pursuant to this paragraph.

14. INSURANCE. Lessee shall provide, maintain, and pay all premiums for insurance meeting the requirements set forth below.

General Liability – Occurrence Based

\$1,000,000 Per Occurrence
\$1,000,000 Personal & Advertising Injury
\$2,000,000 General Aggregate
\$2,000,000 Products Completed Operations Aggregate

Must include:

Per Project or Per Location Aggregate
Additional Insured Endorsement in favor of Lessor
Primary & Non-Contributory Endorsement
Waiver of Subrogation

Follow Form Umbrella or Follow Form Excess Liability – Occurrence Based

\$5,000,000 Per Occurrence
\$5,000,000 Aggregate

Must include:

Follow Form over primary General Liability policy
Additional Insured Endorsement in favor of Lessor
Primary & Non-Contributory Endorsement
Waiver of Subrogation

Workers Compensation & Employers Liability

Workers Compensation – Statutory Limits
\$1,000,000 EL Each Accident
\$1,000,000 EL Disease-Each Employee
\$1,000,000 EL Disease-Policy Limit

Must include:

Waiver of Subrogation

Property

All Risk Property Replacement covering the loss, theft, destruction or damage to the Equipment in an amount not less than the full replacement value thereof.

Must include:

Loss Payable Provisions on behalf of Lessor

All insurance shall be in a form and with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance certificates, or evidence of insurance related thereto, meeting the above requirements. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make proof of loss and claim for insurance, and to make adjustments with insurers and to receive payment of and execute or endorse all documents, checks or drafts in connection with payments made as a result of such insurance policies. Any expense of Lessor in adjusting or collecting insurance shall be borne by Lessee. Lessee will not make adjustments with insurers except with Lessor's written consent. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Agreement. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

15. WAIVER AND INDEMNIFICATION.

(a) Lessee hereby waives and releases all claims against Lessor, its agents, employees, successors and assigns for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents, employees, successors and assigns, Lessee's employee or agents, and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the parties have been advised of the possibility of such damages.

(b) Lessee agrees to indemnify, save and hold harmless Lessor from and against any and all losses, damages, penalties, injuries, liabilities, costs, expenses (including attorney fees), claims, actions, suits, demands, fines, forfeitures, seizures or penalties (collectively, "**Claims**") arising out of (i) the selection, manufacture, installation, purchase or Lease of Equipment, the ownership of Equipment during the Lease Term, and the delivery, Lease, maintenance, installation, condition, return, operation, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, latent or other, defects, whether or not discoverable by Lessor or Lessee, and any claim for patent, trademark or copyright infringement or environmental damage, (ii) the condition or Equipment sold or disposed of after use by Lessee, any sub-lessee or employees of Lessee, (iii) Lessee's failure to comply with any of the terms of the Agreement, and (iv) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this section upon demand by Lessor. All of Lessor's right, privileges and indemnities contained in Section 15 shall survive the expiration or other termination of this Agreement and the rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Lessor, its successors and assigns.

16. EVENTS OF DEFAULT.

(a) Each of the following shall constitute an "**Event of Default**": (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) default by Lessee in the performance of any obligation, covenant or liability contained in the Agreement or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (3) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (4) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; (5) any representation or warranty made by Lessee in connection with this Agreement is false or misleading in any material respect; or (6) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid payments under the Lease to be immediately due and payable; (2) terminate the Agreement as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Agreement; (6) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Agreement or to recover damages for the breach hereof; (7) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Agreement and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (8) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the Lease Term over (b) the fair market lease value of such item or items of Equipment for such unexpired Lease Term (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired Lease Term); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess. The foregoing remedies are cumulative and any or all thereof may be exercised in lieu of or in addition to each other or any remedies at law, in equity or under statute. Lessee waives notice of sale or other disposition (and the time and place thereof), and the manner and place of any advertising. Lessee shall pay Lessor's attorney's fees incurred in connection with the enforcement, assertion, defense or preservation of Lessor's rights and remedies hereunder, or if prohibited by law, such Lessor sum as may be permitted. Waiver of an Event of Default shall not be a waiver of any other or subsequent Event of Default.

17. ASSIGNMENT. Lessee will not assign, convey, transfer, or pledge as security or collateral its interest, or any part thereof, in and to any Agreement or the Equipment without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or pledge of security or collateral, whether voluntary or involuntary, shall be null and void, and any such attempted act may be considered an Event of Default. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or pledge as security or collateral its interest or any part thereof, in and to the Agreement. Lessee agrees that if Lessee receives written notice of an assignment from Lessor, Lessee will pay all Rent and other amounts payable hereunder to such assignee or as instructed by Lessor.

18. TAXES AND LIENS. Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) promptly pay all such charges, fees, assessments and taxes due, imposed, assessed or levied upon the Equipment (or the purchaser, ownership, delivery, possession, use or operation thereof), this Agreement, or Lessor or Lessee during the Lease Term, including, without limitation, all licenses, registration fees and all sales, use, personal property, excise, gross receipts, franchise, stamp or other taxes, imposts, duties and charges, together with any penalties, fines, or interest thereon. However, Lessor shall pay all local, state or federal net income taxes relating to the Agreement. Lessee shall notify Lessor in writing, within ten (10) days of any tax or lien attaching to the Equipment, of the full particulars thereof and of the location of such Equipment on the

date of such notification. Lessee shall (i) reimburse Lessor upon receipt of written request for reimbursement for any taxes charged to or assessed against Lessor, (ii) on request of Lessor, submit to Lessor written evidence of Lessee's payment of taxes and (iii) send a copy thereof to Lessor.

19. OWNERSHIP AND MARKING OF EQUIPMENT. Title to the Equipment shall remain with Lessor (or its Principal). Unless otherwise specified in writing by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease of the Equipment to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Agreement or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Agreement. Lessee shall not impose for protection, affix or install any Equipment to or in any other personal or real property without prior written consent of Lessor.

LESSEE SHALL NOT ASSIGN, MORTGAGE, SUBLET OR HYPOTHECATE ANY EQUIPMENT, OR THE INTEREST OF LESSEE HEREUNDER, NOR SHALL LESSEE REMOVE ANY EQUIPMENT FROM THE CONTINENTAL UNITED STATES, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

20. COMPLIANCE WITH LAW. Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

21. GOVERNING LAW. Lessee and Lessor agree that the Agreement shall be governed in all respects by, and interpreted in accordance with the laws of the State in which the Equipment will be located, without regard to its conflicts of laws provisions.

22. JURISDICTION. This Agreement is to be construed in accordance with and governed by the internal laws of the state where the leased unit is located. The parties covenant and agree that the state where the leased unit is located shall have exclusive jurisdiction of any action or proceeding under this Agreement or related to the matters contemplated by this Agreement or any agreement entered into in connection therewith. In any proceeding to enforce the terms of this Agreement or the other documents executed in connection herewith, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred in connection with such enforcement proceeding.

23. CREDIT CARD AUTHORIZATION. Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

24. HAZARDOUS MATERIALS. Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

25. FEDERAL CONTRACTOR. As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). **Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

26. MISCELLANEOUS. Time is of the essence of each and every provision of the Agreement. Failure of Lessor to enforce any term or condition of the Agreement shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision. Lessee agrees, upon Lessor's request, to execute any instrument necessary or expedient for filing, recording or perfecting the interest of Lessor. All notices required to be given hereunder shall be deemed adequately given if sent by registered or certified mail to the addressee at its address stated herein, or at such other place as such addressee may have designated in writing. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

27. ENTIRE AGREEMENT. The Agreement constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.