

SUPPLEMENTAL LEASE TERMS AND CONDITIONS

1. **AGREEMENT.** These Supplemental Lease Terms and Conditions are incorporated by reference into the Lease Agreement between Lessor and Lessee (as identified in the Lease Agreement). All capitalized words used and not otherwise defined in these Supplemental Lease Terms and Conditions shall have the same meanings and definitions as those used in the Agreement. As used herein, "this **Agreement**" shall mean, collectively, the Lease Agreement, the Lease Terms and Conditions, and these Supplemental Lease Terms and Conditions.
2. **CERTAIN EXCLUSIONS FROM PRICING.** Unless otherwise specified in writing, prices and/or charges do not include permits, ramps, stairs, seismic foundation systems (such as Tiedowns (as defined below)), temporary power, skirting, engineering, or utilities or related installation and/or removal of same. Pricing for set up or installation (including, without limitation, of the building, skirting, Tiedowns, ramps, etc.) does not include dismantling or removal unless explicitly specified in writing. Except for skirting and earth anchors, unless otherwise noted in writing, ownership of all installed or supplied items is retained by Lessor.
3. **CREDIT APPROVAL; SECURITY DEPOSIT.** This transaction is subject to prior credit approval of Lessee to the sole satisfaction of Lessor. A security deposit and/or down payment in advance may be required in Lessor's sole discretion. If applicable, Lessee shall pay to Lessor the security deposit ("**Security Deposit**") amount specified in this Agreement. Lessor shall have no obligation to collect or pass through to Lessee any interest that Lessor may earn on the Security Deposit. 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 herein. Lessor shall have no obligation to segregate the Security Deposit in a separate account, except as expressly required by applicable law. Lessor shall return to Lessee any remaining balance of the Security Deposit upon Lessee's return of the Equipment to Lessor.
4. **USE, MAINTENANCE, CONDITION.** Lessee understands and agrees that: (a) the Equipment is only to be used for office space, light storage or classroom facilities and for no other purpose without the prior written consent of Lessor; (b) the Equipment is not pre-wired for features such as telephones, data lines, fire alarms, intercoms, lightning suppression, or other similar uses; (c) in the event that the Equipment includes cabinetry/casework, such cabinetry/casework may be fabricated with particleboard, which is known to emit certain levels of formaldehyde. Lessee is hereby advised that lower emission and formaldehyde-free options are available for an additional cost. Lessor shall have no liability for the effects of the emittance of certain levels of formaldehyde in connection with the Equipment. Lessee shall maintain all Equipment in good condition and repair (ordinary wear and tear excepted) as set forth in Lessor's Service Guide, which may be viewed on Lessor's website at <https://www.mobilemodular.com/resources/product-guides>. Lessee shall not make any alterations, modifications, additions or improvements to the Equipment without Lessor's prior written consent. Lessor or its employees, subcontractors or agents, may from time to time at any reasonable time, enter upon the Site for the purposes of (a) inspecting the Equipment; (b) repairing the Equipment; or (c) photographing the Equipment (including any items or occupants within or surrounding the Equipment) for Lessor's internal use. Lessor shall bear the expense of all repairs that it determines are needed to ameliorate normal wear and tear or defects in the Equipment; the expense of all other repairs shall be borne by Lessee. Lessee shall promptly notify Lessor of any defects in the Equipment. Unless otherwise specified in this Agreement, the Equipment is from Lessor's previously rented / used inventory.
5. **SPECIAL WAGE REQUIREMENTS.** Unless otherwise specified in this Agreement, prices do not include union labor, prevailing wages and fringe benefits under the Davis-Bacon Act, overtime provisions of the Contract Work Hours and Safety Standards Act, prevailing wages and fringe benefits under the McNamara-O'Hara Service Contract Act, or other special or certified wages or fringe benefits required in addition to those wages generally required under the Fair Labor Standards Act and applicable state and local law. It is the sole responsibility of Lessee to notify Lessor, in writing, at least five (5) business days prior to execution of this Agreement, to the extent that any special or certified wage or fringe benefit requirements are applicable to Lessee's project so that they may be included in this Agreement. If Lessee does not do so, and such special or certified wage or fringe benefit requirements are required, additional charges will apply. If requested by Lessee in writing, Lessor will provide payroll and other related documents to the extent that Lessor is allowed by applicable law or regulation to share such documentation with Lessee. Unless explicitly agreed upon in writing by Lessor, Lessor does not hereby agree to participate in any project-specific reporting requirements, including but not limited to special reporting systems, software, or online portals, and, if agreed to, such participation by Lessor may be subject to additional fees payable by Lessee.
6. **DELIVERY AND PLACEMENT OF EQUIPMENT.** Lessor shall deliver and set up the Equipment at the site location (the "**Site**") identified on the first page of the Agreement. Lessee shall provide Lessor with clear access to the Site for delivery of the Equipment by industry-standard delivery methods and set up by industry-standard set up methods. Lessee is solely responsible for ensuring that the Site is dry, compacted and level (defined herein as length of the Equipment having no greater than a four (4) inch drop in forty (40) feet and the width of the Equipment having no greater than a one (1) inch drop in eight (8) feet). Lessee: (a) warrants and represents that it has exercised due diligence and care in selecting a suitable Site for the Equipment and agrees that it is solely responsible for the identification of all underground elements at the Site, including but not limited to utility lines, utilizing the appropriate third-party services and that Lessee retains liability for the designation of such elements at the Site should there be any ground-penetrating activities performed in connection with set up of the Equipment; (b) agrees to clearly mark the four (4) corners of the area where the equipment is to be placed, as well as the location of the door; (c) shall clear the area of all grass, shrubs, trees, and other similar hazards; (d) will ensure that the Equipment shall be placed in an area with adequate drainage to avoid flooding; and (e) has the authority and right to place the Equipment at the Site and that in the event that the Site is not owned by Lessee, Lessee will so advise Lessor and provide adequate, state-specific authorization, to Lessor's sole satisfaction, that Lessee has the right to place the Equipment at the Site. In the event that the Equipment must be re-leveled due to adverse Site or weather conditions (i.e. ground saturation, settling, instability, etc.) or adjustment due to the weight of Lessee's personal property in the Equipment, the re-level shall be performed by Lessor at Lessee's sole cost and expense. In the State of California, DSA-approved Equipment is subject to the following additional installation requirements: (a) the area where the equipment is placed must be graded to within 4.5 inches of level grade; and (b) under no circumstances have less than a 1500 psf minimum soil bearing pressure. Section 8 ("Tiedowns") below is not applicable to DSA-type Equipment.
7. **HYBRID CAMPUS MAKER, ECO, ECO II AND TYPE IIB SIDE STACKABLE CLASSROOMS.** In the State of Florida Hybrid Campus Maker, Eco, Eco II and Type IIB Side Stackable Classrooms types of Equipment have a one-hour firewall on the long side walls. Lessee is duly advised that penetration of these walls may cause such Equipment to lose its one-hour fire rating and the Equipment will fail to be code compliant. Lessee shall be solely liable for any failure to maintain one-hour fire rating and code compliance in the event of any wall penetration by Lessee.
8. **TIEDOWNS.** When used herein, "**Tiedowns**" means tiedowns, earth anchors, seismic and/or wind restraints. In the event that Tiedown installation is not expressly listed in the "Delivery-related Services" section of this Agreement, Lessee, at Lessee's sole judgement and discretion, has effectively rejected Lessor's offer to install Tiedowns on the Equipment at the sole risk and liability of Lessee. Lessor shall bear no liability for any damages to person or property in or around the Equipment or to the Equipment or any Accessories, nor shall Lessor be liable for any injuries, including death, that may occur in connection with Lessee's determination that Tiedowns are not required. It is the sole responsibility of Lessee to ensure compliance with all requirements of any applicable governmental authority pertaining to the foundation system of the Equipment and any required Tiedowns. In the event that Lessee elects to have Tiedowns installed, the following terms and conditions are applicable: (a) friction-based or earth anchor seismic/wind restraint systems are rated for exposure C wind loads as defined in the plans provided to Lessee and are designed to be used on sites with a minimum soil bearing pressure as specified on such engineered plans; (b) additional charges may be incurred by Lessee for custom foundation engineering and additional or

different foundation materials and/or work; (c) for an additional charge, wet-stamped engineered plans and calculations are available for seismic/wind restraint systems; (d) Lessor does not warrant that Lessee's site conditions will be adequate for the seismic/wind restraint system; (e) upon request, Lessor may provide a recommendation of the number of earth anchors based on the size and type of Equipment, it being understood and agreed by Lessee that Lessor's recommendation is not a guaranty or warranty of any kind as to the number of required earth anchors; (f) the warranties set forth in the Agreement do not apply to any seismic/wind restraint systems in the event that Lessee has not elected to purchase wet-stamped engineered foundation plans and calculations; (g) at the time of installation of earth anchors, in the event that ground penetration is hindered by elements such as large rocks, lime, cement, utility lines, etc., Lessee is solely responsible for all costs associated therewith, including replacement of broken earth anchors. In the event of any damage to utility lines, the cost of repairs will be borne solely by Lessee; and (h) at the time of return of the Equipment, Lessor will cut the straps of the earth anchors in order to remove the Equipment and Lessee shall be responsible for removal of the earth anchors from the Site. Lessor shall not be responsible for any patching or other repairs to the Site ground surface that may be required following removal of earth anchors.

9. **PLUMBING.** Except to the extent expressly specified in this Agreement as a Service to be provided by Lessor, Lessee, at its sole cost and expense, is responsible for providing, installing, maintaining and disconnecting all plumbing, piping, manifolds and other components necessary to connect the Equipment's water and waste stub-outs (including any floor drains or similar drainage systems contained within the Equipment) to utilities, holding tanks, fresh-water supply tanks or other Site systems, including all final on-site connections, permits and inspections, which shall be performed in compliance with all applicable state and local plumbing codes and other applicable laws and by properly licensed contractors where required. Lessee shall verify the location and elevation of all stub-outs and the set height of the Equipment, and Lessor makes no representation or warranty that they will coincide with existing or planned connection points. Lessee is responsible for all testing of water, pressure and related systems and for any malfunction, leakage, blockage, backup, overflow or damage resulting from foreign matter, improper connection, Site plumbing, negligence, misuse or any other cause not directly attributable to a defect in the plumbing system contained within the Equipment. If temporary or portable holding tanks or fresh-water supply tanks are used, Section 12(e) also applies.

10. **POWER SUPPLY AND GENERATORS.** The power supplied to the Equipment shall be clean, consistent, and within the voltage guidelines as specified in the panel box. Lessee hereby assumes all responsibility for any damage to the Equipment, including without limitation any electrical components, or any contents of the Equipment arising from Lessee's use of a generator, or the use of under serviced or overserviced power supply in connection with the Equipment. In the event that Lessee uses a generator in connection with any Equipment, Lessee shall consult an electrical engineer to ensure the power supplied is adequate and protected from fluctuations. Notwithstanding the foregoing, Lessee understands and acknowledges that all generators may nevertheless cause fluctuations in power to the Equipment, and such fluctuations in power may cause the electrical components in the Equipment to fail. Lessee shall be responsible for any such failures. Lessee further agrees to indemnify, defend, release, and hold the lessor harmless from and against any and all losses resulting from or in any way related to the installation, assembly, operation, or use of inconsistent power supplies or generators.

11. **CRANE SERVICES.** Lessee shall not, by itself or through any subcontractor or agent of Lessee (excluding Lessor and Lessor's subcontractors and agents), rig, attach, lift, lower, hoist or move any Equipment with a crane or other similar equipment without first: (a) obtaining Lessor's prior written approval, to be given, withheld or qualified in Lessor's sole discretion; (b) executing Lessor's form of Crane Services Waiver of Liability and Indemnification; and (c) providing certificates of insurance to Lessor evidencing that Lessee or Lessee's subcontractor or agent (as applicable) maintains riggers liability insurance with a minimum of \$1,000,000.00 per occurrence and naming Lessor as loss payee of the proceeds.

12. **ACCESSORIES.** The following terms and conditions are applicable to the extent that any Accessories are included in this Agreement: (a) Lessee understands and acknowledges that some Accessories may not be owned by Lessor and may be leased from third-party suppliers of Lessor for use by Lessee, that such third-party suppliers shall retain all rights of ownership of such Accessories and that Lessee has no rights of ownership or interests therein. (b) certain Accessories, including but not limited to holding tanks and generators, may present certain hazardous conditions or materials. Lessee agrees that it is fully aware of the potential hazards in using such Accessories and hereby assumes all risk associated therewith. (c) Lessee shall maintain or remove any waste or hazardous materials related to any such Accessories in accordance with all applicable laws, rules and regulations. (d) The insurance value(s) of any Accessories are not included in the Estimated Equipment Value set forth in this Agreement. (e) Holding Tanks/Fresh Water Tanks: For Lessee's comfort and convenience, Lessor strongly recommends that Equipment containing plumbing systems be connected directly to sanitary sewer lines. In the event that Lessee elects to utilize temporary holding tanks as a means of waste disposal, Lessee is hereby advised that use of holding tanks presents additional risks, as holding tank capacity is directly affected by water usage, leaky faucets, etc. Lessor shall not be liable for any loss or damage resulting from holding tanks that fill up more quickly than expected, or that overflow. Lessee is responsible for providing necessary plumbing parts, assembly of plumbing manifold and final on-site connections between the Equipment and any such holding or supply tanks. Lessor makes no representations, warranties, or guarantees that the stub out locations or set height of the Equipment will coincide with the holding and/or supply tanks, or other connection-related items. Lessee may be required to trench, dig a pit or make other site -related modifications to accommodate waste and supply tanks. If fresh water tanks are provided by Lessor, Lessee is hereby advised that the water is non-potable and is considered unsafe for consumption; (f) Stairs: the term "Stairs" shall mean prefabricated metal stairs, including handrails, with landings. Lessor's sole responsibility with respect to Stairs is to deliver the Stairs to the Site. Notwithstanding any assembly or installation by Lessor, Lessee is and shall remain solely liable for the installation and assembly of the Stairs and for any failure to comply with applicable codes, regulations and/or ordinances with respect to the Stairs after the Stairs are delivered to the Site. **LESSEE HEREBY WAIVES AND RELEASES ANY CLAIM IT MAY HAVE AGAINST LESSOR ARISING FROM LESSOR'S INSTALLATION OR ASSEMBLY OF THE STAIRS. LESSEE FURTHER AGREES THAT IT SHALL INDEMNIFY, DEFEND, AND HOLD THE LESSOR HARMLESS FROM AND AGAINST ANY AND ALL LOSSES RESULTING FROM OR IN ANY WAY RELATED TO THE INSTALLATION AND ASSEMBLY OF THE STAIRS.** (g) Ramps: Lessee shall not alter ramps provided by Lessor from their installed state; any alterations or modifications of ramps may result in failure to comply with applicable code, regulations and ordinances and any such alterations or modifications, including cosmetic changes, may result in additional charges to Lessee for repairs or replacement of the ramp. Sloping Site or other conditions may impact the use of prefabricated ramps and may require customized configurations, which may result in additional charges to Lessee. Lessee is responsible for making the transition from the end of the ramp to existing grade of the Site and such transition may require grading, paving or other site work by Lessee at Lessee's sole cost and expense, to ensure finished ramp complies with all applicable codes, regulations and ordinances. Lessee's obligations to Lessor pursuant to this Agreement with respect to the Equipment (including but not limited to those relating to responsibility for damages, relocation, return, maintenance and repairs, insurance, and indemnify) shall also apply with respect to the Accessories unless otherwise expressly stated.

13. **ASSIGNMENT.** Lessee shall not assign this Agreement or sublet the Equipment without the prior written consent of Lessor. This Agreement shall be binding upon any assignee or successor of Lessee. Lessor may assign any of its rights, remedies, responsibilities, and/or obligations hereunder without notice to Lessee.

14. **RELOCATION OF EQUIPMENT.** Lessee shall not move the Equipment without the prior written consent of Lessor. Should the Equipment require relocation for any reason, Lessee shall be responsible for all costs and expenses associated with such relocation and shall be solely liable for any damage caused to the Equipment resulting from such relocation. Lessee is responsible for ensuring that the new Site meets the same requirements set forth in this Agreement.

15. **LIENS.** Lessee shall keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances, or attachments.
16. **MARKETING DISCLAIMER.** Lessee agrees that, by executing this Agreement, it is opting-in to receive emails, phone calls, text promotions and offers from Lessor. Lessee may unsubscribe at any time using the links provided in such emails.
17. **INTELLECTUAL PROPERTY.** Nothing in this Lease Agreement shall be deemed to convey to Lessee any right, title to or ownership in any intellectual property within the Equipment or owned by Lessor or any third party, in whole or in part, nor to designate deliverables "work made for hire" under the U. S. Copyright Act, as amended.
18. **CONFIDENTIALITY.** Lessee agrees to, at all times, maintain the confidentiality of this Agreement, all terms and conditions set forth herein and all other non-public information related to the transactions consummated hereby.
19. **COMPLIANCE WITH LAW.** Lessee assumes all responsibility for any and all licenses, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment on the Site approvals. **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 AND ITS USE; AND TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS FROM ANY AND ALL FINES, FORFEITURES, SEIZURES, PENALTIES OR OTHER LIABILITIES THAT MAY ARISE FROM ANY INFRINGEMENT OR VIOLATION OF ANY SUCH LAW, RULE, REGULATION OR ORDER.**
20. **GOVERNING LAW; VENUE.** Lessee and Lessor agree that this Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of the Site where the Equipment is located, without regard to its conflicts of laws' provisions. It is agreed that the venue for a legal action relating to this Agreement shall be proper only if brought in, and the exclusive jurisdiction for any disputes relating to this Agreement shall be, the Federal and State courts having jurisdiction over the Site where the Equipment is located. The parties agree that this Agreement hereunder does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance. The prevailing party shall be entitled to recover reasonable attorneys' fees, court costs and expert witness fees, whether or not the action proceeds to judgment.
21. **HAZARDOUS MATERIALS.** Lessee agrees that no paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials and/or substances, shall be maintained, located or stored in or on the Equipment. Lessee shall also not conduct or authorize the use, generation, transportation, storage, treatment or disposal in, around, about or on the Equipment of any hazardous substance or materials other than in quantities incidental to the intended use of the Equipment and in compliance with all environmental laws; provided, however, nothing herein contained shall permit Lessee to allow any so-called "acutely hazardous," "ultra-hazardous," "imminently hazardous chemical substance or mixture" or comparable hazardous substance or material to be located on, in, around or about the Equipment. Lessee shall cooperate with and permit Lessor and all governmental authorities having jurisdiction reasonable access to the Equipment for purposes of operating, inspecting, maintaining and monitoring any environmental controls, equipment, barriers and/or systems required by applicable environmental laws.
22. **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.
23. **FORCE MAJEURE.** If performance by either party of any term, condition or covenant in this Agreement is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, pandemic, epidemic or global health emergency or any other cause not within the reasonable control of such party, the period for performance of the term, condition or covenant will be extended for a period equal to the period such party is so delayed or prevented. In no event, however, shall Lessee be excused from the payment of Total Monthly Charges or any other amounts due by Lessee to Lessor hereunder due to a Force Majeure event defined in this section or otherwise.
24. **MISCELLANEOUS.** This Agreement may not be amended, altered or modified except by a writing signed by both Lessor and Lessee. Failure of Lessor to enforce any term or condition of this Agreement shall not constitute waiver of any rights stipulated herein. If any provision of these terms and conditions is invalid, illegal or unenforceable, as determined by a court of competent jurisdiction, its application in any other circumstances and the remaining provisions of these terms and conditions are not affected thereby. All notices, requests, demands, consents, and other communications required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been duly given and received, (i) if delivered by hand, the day it is so delivered, (ii) if mailed via the United States mail, certified first class mail, postage prepaid, return receipt requested, five business days after it is mailed, or (iii) if sent by a nationally recognized overnight courier, the business day after it is sent, to the party to whom the same is so given or made, at the address of such party as set forth on this Agreement, which address may be changed by like notice to the other party hereto duly given as set forth herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by electronic means (including with the use of electronic signatures) by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received. All obligations of any party to this Agreement that are not fulfilled at the expiration or the termination of this Lease will survive such expiration or termination as continuing obligations of the party.