

WILLIAMS SCOTSMAN, INC.
GENERAL TERMS & CONDITIONS (09/09/2013)

1. Equipment; Modular Equipment and Value Added Products.

As used in this Agreement, the following definitions shall apply: “Modular Equipment” shall mean the trailer(s) and/or relocatable, modular and/or other prefabricated structure(s) supplied by Lessor.

“Value Added Products” shall mean the stairs; railings; ramps; awnings; fencing; furniture; kitchen equipment and food service supplies including consumables; restroom appurtenances and supplies; office products; computers, printers, monitors, scanners, and other telecommunication related devices; security systems; temporary alternative heat, electric and sanitary systems; convenience items; and any other value added products or services which are selected by Lessee and provided by Lessor which are offered with, included in, attached or appurtenant to the Modular Equipment and set forth in this Agreement. “Equipment” shall collectively mean the Modular Equipment and the Value Added Products provided to Lessee by Lessor under this Agreement.

2. True Lease. This Agreement is a true lease and not a sale. Lessee shall not acquire ownership interest in the Equipment. The Equipment shall remain the sole personal property of Lessor even though the Equipment may become affixed to, embedded in, or be permanently resting upon real property.

3. Delivery; Acceptance. Upon delivery, Lessee agrees to inspect and accept the Equipment. Lessee will have forty-eight (48) hours from the date of delivery to notify Lessor, in writing, of any defects or deficiencies in the Equipment, such notice to specify each defect or deficiency in the Equipment. Unless Lessor receives timely written notice from Lessee as set forth herein, Lessee is deemed to accept the Equipment and acknowledges that the Equipment is in good order and operating condition as of the date of delivery. The receipt and acceptance of the Equipment by Lessee obligates Lessee to pay the Rental and all other sums due under this Agreement.

4. Term of Lease; Extension. The term of this Agreement begins on the date of delivery of the Equipment, and ends on the last day of the Minimum Lease Term (“Term”) or the Extension Period (as herein defined). Final Return Charges including but not limited to dismantle and return freight charges are estimated and will be charged at Lessor's then prevailing rate at time of return for any Term greater than twelve (12) months. At the end of the Term, this Agreement is extended on a month-to-month basis until the Equipment is returned to Lessor (the “Extension Period”). During the Extension Period, Lessor has the right to, on thirty (30) days notice, increase the Rate Per Month for any or all of the Equipment to Lessor's then prevailing rate. After the end of the Term, either party can terminate this Agreement on thirty (30) days written notice. Lessee shall have no right to cancel or terminate this Agreement during the Term.

5. Site Suitability; Inspection. Lessee shall choose a firm level site accessible by truck/delivery equipment to locate the Modular Equipment and those Value Added Products which are set upon/installed on the site. Lessee shall own such site and/or have express legal authorization to locate the Equipment upon that same site. Lessee warrants and represents that it has exercised due diligence and care in the selection of the location it has designated for the placing of the Equipment, and further agrees to give directions and supervise the placement of such Equipment. If Lessee fails to provide such a site, then Lessee shall pay for any resulting additional delivery, installation and knock down and return charges, including but not limited to, storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Lessee. Lessee shall not alter the manner of installation or location of the Equipment without written consent of Lessor (excluding the relocation of readily relocatable Value

Added Products within the Modular Equipment for Lessee's ease of use and convenience). Lessor shall have the right to enter the premises and inspect the Equipment during normal business hours during the term of this Agreement and any Extension Period. **LESSOR DOES NOT RECOMMEND OR SUPPORT THE STACKING OF MODULAR EQUIPMENT. DO NOT STACK MODULAR EQUIPMENT UNLESS YOU HAVE THE APPROVAL OF QUALIFIED ENGINEERING PROFESSIONALS, COMPLY WITH ALL OCCUPATIONAL SAFETY LAWS, AND OBTAIN ALL ZONING, BUILDING, AND OCCUPANCY PERMITS. NOTWITHSTANDING ANY EXPRESS TERMS TO THE CONTRARY, LESSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IF THE LESSEE STACKS MODULAR EQUIPMENT.**

6. Use; Maintenance; Condition. Lessee has the right to peaceably and quietly hold, use and enjoy the Equipment, subject to the terms and conditions of this Agreement. Lessee shall use the Equipment solely in the conduct of its business and in a careful and lawful manner. Lessee agrees not to remove existing nameplates or decals affixed to the Equipment. Lessee shall pay any and all fees, charges and expenses and comply with all laws related to the use, possession, and operation of the Equipment while it is in Lessee's possession, including obtaining all approvals, licenses, tests, inspections and permits related to the use and/or possession of the Equipment. Lessee shall maintain and keep the Equipment in good repair and safe operating condition during the term of this Agreement in accordance with the Williams Scotsman Service Guide and/or relevant available Value Added Product Guide, receipt of which is hereby acknowledged by Lessee. Lessee shall keep the Modular Equipment properly ventilated and shall not allow, or permit any condition to exist that allows standing water to accumulate in, on or under the Modular Equipment and/or any relevant Value Added Products. Lessee shall not, without Lessor's prior written consent, make any changes, alterations or improvements in or to the Equipment or remove any parts, accessories or attachments from it. Lessee assumes full responsibility for any Value Added Products and/or other accessories, attachments or other items missing from the Equipment upon return. If Lessee should require Modular Equipment that meets certain local codes and/or ordinances, Lessee shall notify Lessor at the time the Modular Equipment is ordered. Any special requirements with respect to the Modular Equipment shall be handled on a case-by-case basis. Lessor makes no representations as to the Equipment's compliance with federal, state, municipal or local building codes, zoning ordinances, rules, laws or other types of regulations or use codes.

7. Hazardous Materials. Lessee shall not use, release, store, dispose of, or otherwise have present any Hazardous Materials in, on, under or near the Equipment, unless Lessor shall have first consented in writing to such use or presence of Hazardous Materials, and such Hazardous Materials are used, stored, manufactured, disposed of or otherwise present in accordance with all applicable laws. “Hazardous Materials” shall mean any explosives, flammable substances, radioactive materials, asbestos, paints containing lead, materials containing urea, formaldehyde, polychlorinated biphenyls, oil, petroleum byproducts, or any other hazardous, toxic, dangerous or otherwise regulated substances, wastes, pollutants, contaminants, or biological substances (including fungi, bacteria, mold and microbial matter of any kind) whether having such characteristics in fact or defined as such under federal, state, municipal, or local laws and regulations.

8. Rent; Fees; Taxes; Late Charges. Rent for the Equipment begins to accrue upon completion of delivery and set-up, if required, of the Equipment (the “Delivery Date”). Lessee shall pay Lessor, in advance, monthly rent for the Equipment on the due date at the Rate Per Month stated in this Agreement during the Term, and at the Rate Per Month established by Lessor during the Extension Period.

If any payment is not paid on the due date, Lessee agrees to pay Lessor a charge of 1½% or maximum amount permitted by law, per month of the amount in arrears for the period such amount remains unpaid. Lessee shall pay or, if requested by Lessor, reimburse Lessor for any and all sales, use, personal property taxes, or other taxes, fees or assessments levied against or imposed upon the Equipment, its value, use or operation or levied against or based upon the rentals paid or to be paid hereunder. Payments shall be effective upon receipt. Lessor may apply any payment from Lessee against any obligation due and owing by Lessee under this Agreement, regardless of any statement appearing on or referred to in any remittance from Lessee or any prior application of payment. The receipt by Lessor of a partial payment of any amount due to Lessor endorsed as payment in full will be deemed to be a part payment only, and any endorsements or statements on the check or any letter accompanying the check shall not be deemed an accord and/or satisfaction, and notwithstanding said endorsements, Lessor may accept and deposit said check without prejudice to its right to recover the balance. Lessee's obligation (without prior notice or demand) to pay rent and all other amounts due hereunder shall be absolute and unconditional, and not be subject to any abatement, set off, defense, recoupment, or reduction for any reason whatsoever.

9. No Liens. Lessee, at its sole cost and expense, agrees to keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances or attachments not arising out of Lessor's acts including, without limitation, mechanics' and materialman's liens.

10. Indemnity. Lessee agrees to indemnify, defend and keep harmless Lessor, its parents, subsidiaries, affiliates, directors, officers, agents, employees, and invitees, from and against any and all losses, claims, costs, and attorneys' fees and expenses, **INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR CAUSED BY THE NEGLIGENCE OF LESSOR OR ITS AGENTS OR EMPLOYEES**, arising out of or related to: (a) any loss or damage to the Equipment or any part or component thereof; (b) the death of, injury to, or damage to the property of, any person or party related to or arising out of the delivery, installation, use, possession, condition, return or repossession or relocation (by other than Lessor's employees and/or subcontractors) of the Equipment and any part or component thereof; and/or (c) the failure of Lessee to maintain and/or correctly and lawfully use the Equipment as agreed to herein. Lessee shall give Lessor immediate notice of any claim or liability hereby indemnified against.

11. Loss; Damage. Lessee assumes the risk of all loss and damage to the Equipment from all causes, including loss of use. Upon the occurrence of the total loss of any or all of the Equipment, to such an extent as to make the repair thereof uneconomical (in Lessor's sole opinion) Lessor shall declare the relevant Equipment a Total Loss. In the event of a Total Loss of the Modular Equipment, Lessee shall pay Lessor, on the next date for the payment of rent, the rent then due plus the value of the Modular Equipment (the "Equipment Value") as stipulated in the Agreement plus the value of all destroyed Value Added Products in accordance with Section 17, less all insurance proceeds actually paid and/or assigned to Lessor from insurance maintained by Lessee, plus all applicable sales and/or transfer taxes (the "Total Loss Amount"). Upon Lessor's receipt of the Total Loss Amount, the Lessee's lease obligation will terminate. Lessor will transfer available documents of ownership of the Modular Equipment to Lessee unless Lessor agrees to dispose of the Modular Equipment along with any destroyed Value Added Products at Lessee's cost and expense. In the event of loss or damage to any or all of the Equipment that does not constitute a Total Loss, Lessee, at its sole cost and expense, shall pay or reimburse Lessor, to the extent Lessor has not been paid or reimbursed from insurance maintained by Lessee, for the repair of such damage as directed by Lessor to the condition required by this Agreement. Any loss or damage to any or all of the Equipment shall not reduce or otherwise abate Lessee's obligation to pay all rental payments when due. Lessee's obligation to pay Lessor amounts pursuant to this

Section 11 shall be binding upon Lessee in accordance with the terms hereof.

12. Insurance. Lessee's responsibility for the Equipment begins immediately upon delivery. Lessee shall obtain and keep in force during the entire Term and/or Extension Period liability and property insurance as follows: (A) **General Liability Insurance:** A policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence. (B) **Property Insurance:** A policy of insurance covering all loss or damage to the Equipment, including flood and earthquake, for not less than 100% of the Equipment Value and the Value Added Products value as established by Lessor for the full term of the Agreement. (C) **General.** (1) Lessee's insurance for the Equipment shall be issued by insurance companies satisfactory to Lessor. Such insurance shall be primary, and any other coverage carried by the Lessor shall be excess and non-contributory. Within ten (10) days after the delivery of the Modular Equipment, Lessee shall provide Lessor with evidence of the required insurance and naming Lessor as Additional Insured and Loss Payee. The Evidence of Insurance must provide Lessor with thirty (30) days prior written notice of any cancellation. Any proceeds of such insurance shall be paid to Lessor and shall be applied to the replacement of the Equipment or payment of monies due under this Agreement, at the option of Lessor. Lessee shall comply with all requirements of the insurance underwriters or any governmental authority. (2) Lessee shall pay a Missing or Expired Evidence fee for each month that Lessee fails to timely provide the required Evidence of Insurance for property coverage or for liability coverage. Such fees shall be calculated by Lessor at its then-prevailing rate(s). Payment of such fees shall not provide Lessee with any insurance coverage, nor excuse Lessee from performing its obligations under Sections 10 & 11.

12.1. Commercial General Liability Program: The Commercial General Liability Program may or may not be available for Value Added Products. If the Commercial General Liability Program is available in full or in part (in the Agent's sole discretion) and provided Lessee elects to participate in this program, and pays the required additional fees, the Lessee will satisfy the Lease requirements for Commercial General Liability Insurance to the extent of any limitations outlined in this Agreement. Under this program, Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") as administered by Allen Insurance Group ("Agent"). Lessee understands that Lessee will be provided with the following limits of coverage: \$2,000,000.00 General Aggregate; \$1,000,000.00 Per Occurrence; and, \$5,000.00 Premises Medical Payments each person. The insurance fee for this program will be billed monthly with the rental invoice. The monthly fee payable by Lessee is specified on the face page of the Agreement and includes Lessor's administrative fee. This is a third party liability policy which covers bodily injury and/or property damage arising from the proper use and occupancy of the leased Modular Equipment and may or may not cover Value Added Products. It has no deductible on claims. It is provided by Lessor strictly as a matter of convenience to the Lessee. The Lessee understands and agrees that Lessor only serves as a billing agent for the third party vendor of the General Liability Insurance and assumes no liability therefore. Lessee Payments will be considered payments under the Agreement; any payment default by Lessee under the Agreement will void the General Liability Insurance. The General Liability Insurance shall not, in any manner: (i) limit Lessee's liabilities or obligations under the Agreement. Lessee remains obligated to comply with any and all requirements set forth in the General Terms and Conditions of the Agreement; or, (ii) excuse Lessee from its obligation to maintain Property Damage Insurance and deliver a Certificate of Insurance therefore. Lessee will be provided with a certificate of insurance as proof of General Liability Insurance coverage, upon request, and Lessee understands that the coverage is only in effect as long as the Agreement is active. For coverage questions Lessee must contact Allen Insurance Group, Inc. at 800-922-5536 (extensions 110, 111, 112 or 113).

12.2. Property Damage Waiver Program: The Property Damage Waiver Program may or may not be available for Value Added Products. If the Property Damage Waiver Program is available in full or in part (in Lessor's sole discretion) and provided Lessee elects this program and pays the required additional fees, then Lessee shall not be obligated to obtain the property insurance described in Section 12(B) and Lessor agrees to relieve Lessee of its liability for loss or damage to the Modular Equipment for amounts in excess of the amount specified in the Insurance Addendum to the Agreement per unit of Modular Equipment per occurrence and for loss or damage to Value Added Products to the extent covered by the Property Damage Waiver Program and subject to the relevant deductibles. The Property Damage Waiver covers acts of vandalism, fire, and natural disasters including heavy wind, lightning, flooding, fallen trees, etc. The Property Damage Waiver **does not cover:** (1) Damage arising from or related to collision and/or upset that occurs during transport and/or relocation of Equipment by Lessee, its employees, agents, invitees or anyone acting at the direction of or on behalf of the Lessee; (2) Damage arising from or related to misuse, abuse, excess wear and tear, abandonment, or the negligence or willful misconduct of the Lessee, its employees, agents, or anyone acting at the direction of or on behalf of the Lessee; (3) Lessee's personal property and/or contents within or upon the Equipment. **LESSEE IS RESPONSIBLE FOR INSURING ITS OWN BELONGINGS;** (4) Damage or loss of use of Equipment due to contamination of the Equipment from hazardous materials, to include explosives, flammable substances, radioactive materials, asbestos, lead paint, materials containing urea, formaldehyde, polychlorinated biphenyls, petroleum products or byproducts, or any other hazardous, toxic, dangerous or otherwise regulated substances, pollutants, contaminants, materials, or biological substances, including mold, whether having such characteristics in fact or defined as such under federal, state, municipal or local laws or regulations. The monthly fee payable by Lessee is specified on the face page of the Agreement and will be billed with the rental invoice. The waivers set forth herein shall not be binding upon Lessor unless the loss, damage, injury or claim is reported to Lessor, in writing, within 72 hours of its occurrence. Lessee shall cooperate with and provide to Lessor all information pertaining to such event. The waivers provided herein are automatically extinguished or terminated on the date that rent or any other charges due to be paid by Lessee become late and unpaid or upon expiration or termination of the Agreement. **NOTHING CONTAINED HEREIN SHALL CONSTITUTE A CONTRACT FOR INSURANCE OR OTHERWISE PROTECT LESSEE FROM LIABILITY TO THIRD PARTIES.**

13. Defaults; Remedies. (A) Lessee shall be deemed to be in default hereunder upon the occurrence of any of the following events ("Events of Default"): (1) Lessee shall fail to make any payment due hereunder within ten (10) days after its due date; (2) Lessee shall fail to perform or observe any other term, covenant, or condition of this Agreement; (3) Lessee shall have abandoned the Equipment; (4) any representation or warranty of Lessee shall have been untrue in any material respect when made, or any information submitted by Lessee to Lessor shall be false or misleading in any material respect; or (5) Lessee shall have defaulted under any other agreement with Lessor. (B) Upon the occurrence of an Event of Default, Lessor may declare this Agreement to be in Default, and thereafter may exercise any one or more of the following remedies: (1) Declare the rent for the Term and all other unpaid rent, fees, taxes and charges under this Agreement immediately due and payable; (2) Repossess, retake and/or retain any or all of the Equipment free of all rights and claims of Lessee without notice, without legal process, or judicial intervention, and without releasing Lessee of any term, covenant or condition provided herein; (3) Sell or otherwise dispose of any or all of the Equipment, whether or not in Lessor's possession, in a commercially reasonable manner and apply the net proceeds of such disposition, after deducting all costs, to the obligations of Lessee, with Lessee remaining liable for any deficiency; (4) Terminate this Agreement; and/or (5) Exercise any other right or remedy available to

Lessor at law or in equity. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or a waiver of any term or condition of this Agreement. Lessee shall pay all Lessor's legal fees and all other costs and expenses incurred by reason of any Event of Default. No right or remedy referred to herein is intended to be exclusive, and each may be exercised concurrently or separately and from time to time. In the event Lessor shall repossess or retake the Equipment, and there shall be in or attached to such Equipment any property owned by, or in the custody or control of Lessee, then Lessor is hereby authorized to take possession of such property for a period of ten (10) days. Thereafter, if any such property is not claimed and taken by Lessee within ten (10) days after Lessor repossesses or retakes the Equipment, such property will be deemed abandoned by Lessee, and Lessor shall have the right to dispose of it. (C) **LESSEE AND LESSOR WAIVE ALL RIGHT TO TRIAL BY JURY OF ALL CLAIMS, DEFENSES, COUNTERCLAIMS AND SUITS OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.**

14. Return of Equipment; Termination of Lease. At the end of the Term or any Extension Period, Lessee shall make the Equipment available to Lessor, without impediment, at the Delivery Address or any other address to which Lessor has previously provided written approval of relocation of the Equipment. Any impediment to pick-up of the Equipment may result in additional charges to Lessee. Lessee shall provide Lessor with at least thirty (30) days advance written notice of the return of the Equipment. In the event Lessee does not provide thirty (30) days advance written notice of the return of the Equipment and such earlier pick-up of the Equipment is requested by Lessee (and can be effected by Lessor), Lessee shall reimburse Lessor for any related costs and expenses associated with the immediate pick-up of the Equipment. Lessee acknowledges and agrees that during the Extension Period all amounts for return freight, knockdown and dismantle will be billed by Lessor to Lessee at the rates then in effect on the date of surrender. The Modular Equipment shall be "broom clean" and all Equipment shall be in the same condition as delivered to Lessee, ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as herein provided and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee agrees that prior to the return of the Equipment to Lessor or upon notice of its repossession, Lessee shall, at its sole cost and expense, immediately disconnect all utilities, remove all of Lessee's personal property, and vacate the Modular Equipment leaving the Value Added Products intact and readily accessible. Lessee hereby consents to entry by Lessor or its agents upon the premises where the Equipment may be located for return or repossession of the Equipment. Lessor shall not be responsible for site restoration. Lessor shall not be liable for any damage to any personal property left in or on the Modular Equipment or for keeping or storing any personal property of Lessee left in or on the Modular Equipment; such property will be deemed abandoned by Lessee. Any accessories and additions to the returned Equipment shall be deemed to be part of the Equipment and the property of Lessor. Lessee shall reimburse Lessor for any and all costs incurred related to the return of the Equipment and in repairing, cleaning or otherwise restoring the Equipment to its condition when delivered, ordinary wear and tear excepted.

15. Limited Warranty. For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the term of this Agreement that it will repair structural or mechanical defects in the Modular Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers, light bulbs or other ordinary course repairs or maintenance), provided that Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof. In any event, the liability of Lessor shall be limited solely to the repairing of defects in the Modular Equipment.

Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Modular Equipment, utilities connection, alteration of the Modular Equipment, use of the Modular Equipment for a purpose for which it was not intended, vandalism, misuse of the Modular Equipment, for excessive wear and tear or for which timely notice is not provided to Lessor. The repair of the Modular Equipment by Lessor due to a defect or condition resulting from any of the preceding causes shall result in additional charges to Lessee. Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. **EXCEPT AS SPECIFICALLY PROVIDED HEREIN, LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE MODULAR EQUIPMENT AND ANY MAINTENANCE OR REPAIR WORK PERFORMED BY LESSOR INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**

16. 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 permitted assignee or successor of Lessee. Lessor may assign any of its rights and/or obligations hereunder without notice to Lessee.

17. Value Added Products. Notwithstanding anything contained in this Agreement to the contrary, in the event of any conflict with respect to Value Added Products the following terms and conditions shall apply:

(a) Lessee shall lease the Value Added Products from Lessor and shall have no ownership rights or interests therein, except as may relate to Lessee's purchase of items which are covered by separate executed, sale agreement and/or are recognized as clearly for finite consumption (ex. kitchen, restroom and/or office supplies).

(b) Certain Value Added Products, such as portable bathrooms or generators, may contain or present certain hazardous conditions or materials. Lessee acknowledges that it is fully aware of the potential hazards in using such products and agrees to assume all risk. Lessee agrees that it shall: (i) use such products in safe manner, in accordance with all manufacturers' recommendations; (ii) perform all required maintenance on such products; and (iii) maintain and remove any waste or hazardous materials created by such products in accordance with all applicable laws, rules or regulations.

(c) Lessor may require Lessee to execute a separate Addendum for certain Value Added Products.

(d) **Limited Warranty.** The Value Added Product may be "New" or "Used" product. In the event of any defect, Lessee shall notify Lessor within (2) days of the occurrence thereof. Value Added Products shall be subject to the specific manufacturer's warranty provisions and time period, if any, as applicable to and as available for the Value Added Product. Subject to the foregoing, Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Value Added Product, utilities connections, alteration of the Value Added Product, use of the Value Added Product for a purpose for which it was not intended, vandalism, misuse of the Value Added Product, excessive wear and tear or for which timely notice is not provided to Lessor. **LESSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE VALUE ADDED PRODUCT INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE VALUE ADDED PRODUCT IS**

PROVIDED "AS IS" AND "WITH ALL FAULTS". LESSOR MAKES NO REPRESENTATIONS WITH REGARD TO THE USAGE OR CONDITION OF THE VALUE ADDED PRODUCTS.

(e) Lessee assumes all risk of loss and damage to the Value Added Products from all causes. The insurance value for the Value Added Product may or may not be included in the Equipment Value shown in this Agreement for the Modular Equipment. In the event of total loss or damage to any or all of the Value Added Product, Lessee agrees to pay Lessor the replacement value for the Value Added Product(s).

18. Miscellaneous. (a) Time is of the essence with respect to this Agreement. (b) This Agreement, when signed by both parties, constitutes the entire agreement between the parties, (except as may otherwise be noted in Section 17(c), superseding and replacing all prior documents and representations, with respect to the subject matter hereof. It may only be amended by a document signed by both parties. The terms of any documents submitted by Lessee (i) are superseded and replaced in their entirety by the terms and conditions of this Agreement and (ii) shall otherwise have no binding effect upon Lessor, its agents and employees. Acknowledgement by Lessor of any Lessee-supplied documents shall be for Lessee's billing purposes only. (c) If any provision of this Agreement is deemed unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of its other provisions. Notwithstanding anything contained herein to the contrary, if it should be determined by a court of competent jurisdiction that any indemnification or other protection afforded to an indemnitee under Section 10 would be in violation of or otherwise prohibited by any applicable law, then Section 10 shall automatically be deemed to be amended in a manner which provides the maximum indemnification and other protections to such indemnitee consistent with such applicable law. (d) The obligations of Lessee under Sections 8, 9, 10, 11 and 17, which accrue during the term of this Agreement, shall survive the termination of this Agreement. (e) If Lessee fails to perform any of its obligations hereunder, Lessor shall have the right to effect such performance; the amount of any out-of-pocket and other reasonable expenses of Lessor incurred in connection with such performance shall be payable by Lessee upon demand. (f) Lessor shall not be responsible for delays beyond its control. (g) **LESSOR SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, COSTS OR EXPENSES.** (h) Lessee irrevocably appoints Lessor or its agents or assigns as Lessee's attorney-in-fact to execute any UCC financing statements, documents, and checks and drafts related to the payment of any loss, damage or defense under policies of insurance required by this Agreement. (i) This Agreement shall be governed by and interpreted under Maryland law. Further, all legal actions arising out of or related to this Agreement shall be filed and conducted exclusively in a state or federal court in Baltimore City, Maryland. The parties hereby consent to the jurisdiction of such courts and agree that such courts constitute a convenient forum. Lessor hereby reserves its common law right of offset. Lessee hereby waives any and all rights to or claims of sovereign immunity. (j) Lessee will pay all costs and expenses, including reasonable attorney's fees, incurred by Lessor in enforcing any terms, covenants and indemnities provided herein. (k) Each party is hereby authorized to accept and rely upon a facsimile signature or electronic signature of the other party on this Agreement or any Amendment hereto. Any such signature shall be treated as an original signature for all purposes. (l) Each party is hereby authorized to accept and rely upon documents in paper or electronic format.

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