

**EXHIBIT A  
CONTAINER LEASE TERMS AND CONDITIONS**

1. **LEASE TERM.** The lease of the Equipment shall commence on the date of Equipment delivery and shall continue thereafter for the Lease Term. Lessee is responsible for paying the monthly charges as specified in this Agreement (as may be adjusted pursuant to Section 2) for each month during the Lease Term. Lessee may be subject to a cancellation fee if this Agreement terminates prior to the expiration of the Lease Term. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. Regardless of the stated Lease Term, Lessee must provide a minimum of 10 business days' prior notice for return delivery of Equipment. Failure to do so will result in extension of the Lease Term in accordance with the terms of Section 2.

2. **HOLDING OVER; LEASE EXTENSION.** If Lessee (a) fails to timely notify Lessor of the intended return of Equipment, (b) fails to prepare the Equipment for removal as required or (c) fails to pay the charges upon return as required, the Lease Term shall be extended, on a month-to-month basis, beyond the Lease Term stated above. In this event, Lessor may establish a revised rental rate for such extended Lease Term and other charges related to the return of the Equipment.

3. **LESSEE AGREEMENTS.** Lessee agrees that 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 (a) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (b) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. The Lessee is responsible for the cost of all repairs excluding normal wear and tear. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

4. **PAYMENTS.**

(a) **DATE OF PAYMENT:** The monthly Equipment charges (including rent) will be due on a monthly basis. Such charges will be paid in advance to the month to which such charges relate. Any one-time charges reflected on the cover page of this Agreement (such as delivery and return haulage fees) will be due on the Date of Agreement.

(b) **LOCATION; NO SET OFF:** Lessee agrees to pay to Lessor (at the following address: Mobile Modular Portable Storage, P.O. Box 45043, San Francisco, CA 94145-5043, or to such other person or at such other place as Lessor may from time to time designate to Lessee in its invoice or other writing) each payment specified herein on a net invoice basis without demand by Lessor. All payments due from Lessee pursuant to the terms of this Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever.

(c) **PRORATION:** Monthly Equipment charges (including rent) will be prorated in one-half (1/2) month increments. Thus, Lessee will be responsible for the full month's Equipment charges for any Equipment leased beyond the 14th day of a billing cycle. Under no circumstances will any Lease Term be for less than one (1) month.

5. **PRICE ADJUSTMENTS; CLEANING.**

(a) The Equipment pricing is subject to adjustment by Lessor in its sole and absolute discretion: (i) if Lessee fails to sign and return this Agreement to Lessor within thirty (30) days after the Date of Agreement set forth on the cover page of this

Agreement, or (ii) for unknown or unanticipated conditions. Examples of unknown or unanticipated conditions include, without limitation, driver waiting time, pilot car requirements, special transport permits, difficult site conditions, and increase in fuel prices. Lessee's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Lessee. Unless noted herein, prices do not include permits, temporary power, engineering, taxes or utility hookups. If the Lessor's driver arrives at Lessee's site but is unable to deliver the Equipment for any reason, Lessee will be assessed a "dry run" fee equal to the delivery charge. If the Lessor's driver encounters any kind of delay which results in more than 30 minutes total delivery time, Lessee will be assessed a charge of \$75 per hour in thirty-minute increments. Unless otherwise noted herein, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.

(b) Lessee agrees to return each piece of Equipment in a clean condition equal to the condition it was when originally shipped. Lessor reserves the right to charge a minimum cleaning fee of \$100 per each piece of Equipment that is not returned in such condition.

6. **TAXES.** Lessee agrees be responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon Lessee or Lessor relating to the ownership, leasing, rental, sale, possession, use or operation of the Equipment (including, without limitation, sales, use and personal property taxes); provided, however, that the foregoing obligation shall not apply to any local, state or federal income tax assessed against the Lessor as a result of this Agreement which shall continue to be the obligation of Lessor. Lessee shall pay all such taxes for which it is responsible to the appropriate taxing authorities or, if directed or invoiced by Lessor, pay such amounts to Lessor for remittance by Lessor to the appropriate taxing authorities.

7. **LOSS OR DAMAGE.** Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 9(c), should any Equipment damaged be capable of repair, this Agreement shall not terminate, but Lessor, at its discretion, may 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, Lessee shall pay Lessor within forty-five (45) days thereafter, an amount equal to the full replacement value of such Equipment. The foregoing shall not relieve the Lessee of any obligation to continue to pay monthly Equipment charges (including rent).

8. **INSURANCE.** Lessee shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (a) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Lessor as loss payee of the proceeds; and (b) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Lessor and its designees as additional insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by Lessor or any other additional insureds. The liability insurance policy shall contain cross-liability and waiver of subrogation provisions in favor of Lessor and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Lessor and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written

notice to Lessor. Lessee shall provide to Lessor insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until the Equipment is returned to Lessee. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment. Any failure by Lessor to obtain or receive certificates of insurance or any endorsements prior to leasing or delivering the Equipment to Lessee will not be deemed a waiver of Lessee's obligations to procure and maintain the insurance specified herein.

**9. "AS-IS" CONDITION; WAIVER AND INDEMNIFICATION.**

(a) THE EQUIPMENT IS LEASED TO LESSEE "AS IS". LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION OF ANY EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT, ANY WARRANTY THAT THE EQUIPMENT IS WATER TIGHT OR AS TO TITLE OR OTHERWISE.

(b) LESSOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR, AND LESSEE DOES HEREBY WAIVE, RELEASE AND DISCHARGE LESSOR, ITS AGENTS, OFFICERS, SUBCONTRACTORS AND EMPLOYEES FROM ANY AND ALL LOSSES, LIABILITIES, COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES), CLAIMS, ACTIONS, DEMANDS, FINES, FORFEITURES, SEIZURES AND PENALTIES, WHETHER KNOWN OR UNKNOWN OR CONTINGENT OR ABSOLUTE (COLLECTIVELY, "CLAIMS") FOR (I) LOSS OR DAMAGE OF ANY KIND WHATSOEVER TO ANY PERSONAL PROPERTY OR OTHER ITEMS STORED IN OR ABOUT THE EQUIPMENT, OR (II) ANY INJURIES TO LESSEE, LESSEE'S AGENT AND THIRD PARTIES. UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE TO LESSEE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, 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 THIS AGREEMENT OR THE MANUFACTURE, DELIVERY, INSTALLATION, REMOVAL OR USE OF THE EQUIPMENT, OR IN CONNECTION WITH THE SERVICES RENDERED BY LESSOR HEREUNDER, EVEN IF THE LESSOR OR LESSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, LESSOR'S TOTAL LIABILITY UNDER THIS AGREEMENT, WHETHER IN LAW, EQUITY, CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE, SHALL NOT EXCEED THE LEASE PAYMENTS ACTUALLY AND TIMELY PAID BY LESSEE UNDER THIS AGREEMENT FOR THE EQUIPMENT GIVING RISE TO THE CLAIM. ANY ACTION ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER BASED IN LAW, EQUITY, CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE, MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DATE OF DELIVERY OF EQUIPMENT, BUT NOT LATER THAN DURING THE TERM OF THIS AGREEMENT.

(c) LESSEE AGREES TO INDEMNIFY, DEFEND (WITH COUNSEL ACCEPTABLE TO LESSOR) AND HOLD HARMLESS LESSOR, ITS AGENTS, OFFICERS, SUBCONTRACTORS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO (DIRECTLY OR INDIRECTLY): (I) THE INSTALLATION, MAINTENANCE, 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, BUT NOT LIMITED TO, CLAIMS RELATED TO THE DEATH OR INJURY TO PERSONS OR DAMAGE TO PROPERTY RESULTING FROM THE EQUIPMENT OR USE THEREOF, REGARDLESS OF WHETHER ANY SUCH CLAIMS RESULTED, DIRECTLY OR INDIRECTLY, FROM ANY NON-PERFORMANCE OR MALPERFORMANCE OF THE EQUIPMENT, OR TO THE EXTENT ARISING FROM LESSOR'S NEGLIGENCE, (II) LESSEE'S BREACH OR FAILURE TO COMPLY WITH ANY OF THE TERMS OF THIS AGREEMENT (AND ANY ASSOCIATED COSTS OR EXPENSES OF ENFORCEMENT INCURRED BY LESSOR), (III) ANY ACTS OR OMISSIONS OF LESSEE OR ANY LESSEE EMPLOYEE, AGENT, OWNER OR REPRESENTATIVE, OR (IV) ANY THEFT OR DESTRUCTION OF, OR DAMAGE TO, THE EQUIPMENT. THIS INDEMNITY INCLUDES ALL COSTS AND EXPENSES INCURRED BY LESSOR IN INVESTIGATING OR DEFENDING ANY CLAIM, SUIT, LIABILITY, COST OR EXPENSE, INCLUDING ALL LEGAL COSTS AND ATTORNEYS' FEES. IF THE FOREGOING OBLIGATIONS ARE NOT ENFORCEABLE AGAINST LESSEE UNDER APPLICABLE LAW, LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR, ITS AGENTS, OFFICERS, SUBCONTRACTORS, AND EMPLOYEES 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.

**10. EVENTS OF DEFAULT.**

(a) Each of the following shall constitute an "Event of Default": (1) default by Lessee in making required payment(s) hereunder and the continuance of such default for ten (10) consecutive days; (2) any default or breach by Lessee; (3) default by Lessee in the performance of any obligation, covenant or liability contained in this 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; (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; or (5) 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) Upon Lessee's default, Lessor has the right to (1) accelerate all payments due hereunder; (2) terminate this Agreement as to any or all items of the Equipment; (3) take possession of or disable the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove or disable 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; and/or (5) take such action that is permitted under law.

Lessee waives any and all rights or claims of sovereign immunity and any property remaining in such Equipment upon its return will be deemed abandoned by Lessee.

11. **SUBJECT TO AVAILABILITY.** The obligation of Lessor to provide a particular item of Equipment is subject to availability. Additionally, and without limitation to the previous sentence, Lessor reserves the right, in its sole and absolute discretion, to provide substitute Equipment to Lessee that Lessor determines to be equal or better to that which is specified in the cover page to this Agreement.

12. **CREDIT CARD AUTHORIZATION.** Lessee hereby gives authorization to Lessor to charge against the credit card provided all charges contemplated herein including rent and applicable taxes, shipping and handling charges. 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.

13. **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.

14. **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.

15. **GOVERNING LAW.** Lessee and Lessor agree that this Agreement shall be governed in all respects by and interpreted in accordance with the laws of the state where the Equipment is originally delivered, without regard to its conflicts of laws' provisions.

16. **CONSENT TO SMS, TEXT MESSAGES, AND EMAILS.**

Lessor uses OptimoRoute and other software and services to provide updates on Lessee's order and delivery status via SMS, text message or email. By providing cell phone numbers to Lessee's representatives or otherwise to Lessor and its affiliates in the normal operation of Lessee's business, Lessee consents to providing delivery updates and account information via text message and warrants that Lessee has the authority to permit calls and texts to be directed to each number. Each text or SMS communication will contain opt out instructions and any recipient may reply as instructed in the text or communication to stop all further text or SMS communications.

Use of this service is not required, but Lessor believes it will allow Lessor to provide Lessee a more worry free experience as Lessee orders and anticipates delivery of Lessee item(s). Lessor does not send marketing materials via this service and will not offer to sell users anything but rather use this service to manage deliveries and provide updates on order and delivery status to customers who have opted into this service.

Lessor uses the information collected from Lessee for the purposes set forth herein and those purposes alone. All text or SMS messaging fees charged by the user's cell phone carrier, if any, are the responsibility of those who opt into this service. Lessor's privacy policy is available at <https://www.mobilemodularcontainers.com/about-us/privacy-policy>.

17. **DEFINED TERMS.** Capitalized terms used in this Exhibit A but not otherwise defined herein shall have the meaning ascribed to such terms as set forth elsewhere in this Agreement.

*Container Lease Terms and Conditions, REV [●].*