

ADDITIONAL CHARGE & CARE ADVISORY INFORMATION FOR LESSEE OR BUYER

The provisions below (the **'Incorporated Provisions'**) shall be incorporated by reference into all Lease Agreements (each a **"Agreement"**) entered into on or after October 1st, 2008, between Mobile Modular Management Corporation, a California Corporation, as Lessor/Seller (**"Lessor/Seller"** or **'Lessor'**) and any customer of Lessor/Seller, as Lessee/Buyer (**"Lessee/Buyer"** or **'Lessee'**). These provisions are subject to change in Lessor/Seller's sole discretion. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement and related Master Lease Agreement.

In an effort to offer "no surprises" to Lessee/Buyers, Lessor/Seller has compiled the following list of occurrences that will result in **ADDITIONAL CHARGES** to fees already quoted for delivery, drop-off, pick-up, return and relocation of Equipment. Additionally, listed below is information regarding common practices and procedures that may be relevant during the Lease Term.

A. DELIVERY, RELOCATION, OR RETURN DELIVERY TIMES: Due to unforeseen delays related to weather, traffic or a prior haul, Lessor/Seller cannot guarantee specific times on deliveries. However, Lessor/Seller will do its utmost to accommodate Lessee/Buyer's scheduling needs. Saturday and Sunday deliveries are available at a premium rate.

B. DRY RUN: Lessor/Seller will notify the Lessee/Buyer in advance of arrival for pick-up or delivery to help prevent a dry run and additional cost to the Lessee/Buyer.

C. EQUIPMENT PLACEMENT: For an additional fee, Lessor/Seller will assess the site specified on the applicable Agreement and make recommendations on placement. For certain types of Equipment, such as some multi-wide modulars, the setup crew that follows the driver may not have the ability to move the Equipment more than a few feet. Avoid placing the Equipment in low lying areas in case of flooding or on surfaces with inadequate drainage. Lessor/Seller recommends the use of blocks of wood or concrete to elevate any Equipment consisting of containers, as Lessee/Buyer deems appropriate to avoid flooded areas. In the case of Equipment located in the State of Florida, do not place the Equipment closer than two feet to another structure without advance written approval from the Lessor/Seller.

D. ADDITIONAL ON-SITE LABOR: Additional charge(s) will result due to site access (i.e., muddy or inaccessible site) or preparation problems that hinder Lessor/Seller's representative or cause them to wait. Additional labor and equipment may be required to remove Equipment from a muddy, damp, or otherwise inhibited location.

E. ADDITIONAL SET-UP TIME due to unlevel site conditions may result in extra charges. Lessor/Seller defines a level site for Equipment as follows: Length – no greater than a 4" drop in 40'; Width – not greater than a 1" drop in 8'. **TO HELP AVOID THIS CHARGE, PLEASE MAKE LESSOR/SELLER AWARE OF SITE CONDITIONS AHEAD OF TIME SO THE CORRECT MATERIALS MAY BE SUPPLIED.** Should there be an additional charge for the installation of the Equipment due to the unlevel site, a similar charge will be assessed for the removal of the Equipment.

F. RE-LEVELING THE EQUIPMENT 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, will result in an additional charge. For containers, once the container is on the ground, inspect the four corners of the unit. If any corner is not touching the ground, Lessee/Buyer must shim those corners to provide a solid foundation. The doors may not open if this is not done properly.

G. HEATING/AIR CONDITIONING:

(i) Section G. does not apply to Sale Agreements, however recommended care protocols and sizes apply.

(ii) in all cases, Lessee shall change the heating/air conditioning filter(s) every three (3) months or sooner; and

(iii) For Equipment not located in the State of Florida Section G.(iii) does not apply. In the case of Equipment located in the State of Florida, Lessee shall flush and clean the HVAC

condenser coil as required annually. Additional charges may be assessed for Equipment that is returned with dirty diffusers and air ducts. Failure to change the interior and exterior filter on the unit on a regular basis may result in severe damage to the Equipment.

- i. Filter size for HYBRID "Campus Maker" is 16x30x1
- ii. Filter size for other buildings is 16x30x1
- iii. Filter size for 12x40 commercial office buildings, 12x30 restroom buildings and 12x42 restroom buildings are 16x25x1.

(iv) **WALL CARE:** Lessee/Buyer should use pushpins for hanging pictures, etc., on Equipment. As long as excessive amounts are not used, in the case of a Lease Agreement no repair charges will be incurred. Lessee/Buyer should not use tape as it can remove the wall finish, which will result in damage charges.

(v) **REPAIR OF LEAKS:** It is not uncommon for leaks to occur on a modular when recently delivered or relocated. In order to seal leaks properly, a dry surface is required. Lessor/Seller will do its utmost to seal any leaks in a timely manner once the weather permits. Lessee/Buyer is responsible to report leaks to Lessor/Seller in a timely manner to ensure appropriate resolution of the issue as further damage may be caused by delayed repair. In the case of Sale Agreements the terms of repair will be governed by the warranty presented in the Sale Agreement.

(vi) **ROOF RUMBLES.** Lessor/Seller offers no warranty or guarantee against roof rumbles.

(vii) **RETURN DELIVERY PROCEDURE:** Not applicable to Sale Agreements. Lessee should provide the Lease number and Equipment identification (Building ID) when notifying Lessor that Lessee wishes to schedule return delivery. Lessor will do its utmost to expedite a return delivery request.

- **CONDITION OF EQUIPMENT:** Upon scheduling the return delivery, it is the Lessee's responsibility to advise Lessor if wheels, tires, axles, towbar or other items have been removed from the Equipment and, if so, of their location. Additionally, Lessee is to advise Lessor whether skirting, earth anchors or other items have been attached to the Equipment and require removal.
- **SKIRTING, SEISMIC RESTRAINTS, OR AWNINGS:** Removal of skirting, seismic restraints or awnings is/are the responsibility of the Lessee unless the skirting was installed by Lessor. At the Lessee's request, Lessor will perform this work at an additional cost. When installed by Lessor, removal of these items or items of a similar nature will be performed by Lessor at additional cost to Lessee.
- **SITE CONDITIONS AND UTILITY CONNECTIONS:** The Lessee must inform Lessor of any adverse site conditions or access problems that might exist prior to return delivery. Lessee is responsible for the disconnection of utilities prior to return of the Equipment.
- **INSPECTION:** Lessor strongly suggests that the Lessee have personnel at the site upon pick-up to sign for the Equipment. For an additional charge, an inspection can be performed at your site (rather than at Lessor's inventory center) prior to the scheduled return.
- **CLEANING/KEYS:** Unless otherwise noted in the Lease Agreement, Lessor charges a \$125 cleaning fee per each piece of Equipment (except for containers, for which such charge is \$50). This deposit is refundable only if the Equipment is returned in a cleanliness condition equal to or better than when it was originally shipped. If keys are not returned with the Equipment, the Lessee will be assessed a re-keying charge. If locksets are altered and not returned to their original condition, charges may be assessed.
- **PRORATION:** Lessor prorates rent in one-half (1/2) month increments only. Any Equipment on rent beyond the 14th day of a billing cycle will be responsible for the full month's rental payment. Under no circumstances will any rental be for less than four (4) months.

(viii)
Florida:

EQUIPMENT LOCATED IN FLORIDA: In the case of Equipment located in the State of

- (i) **RAMPS AND STEPS:** Any Equipment consisting of ramps or steps will be tailored for a typical 28" to 30" threshold height on a Type IIB (non-hybrid) or 34" to 36" on a type 5 commercial building. Special products can be ordered due to site conditions or local codes, but are not accounted for in the list of charges included in the Agreement.
- (ii) **FIREWALL:** Hybrid Campus Maker and Type IIB Side Stackable classrooms have a one-hour firewall rating on the long side walls. Penetration of these walls may cause the Equipment to lose its one-hour fire rating and the Equipment will not be code compliant.
- (iii) **WALL PENETRATION:** Lessor allows for 2 penetrations in the top right rear wall above the ceiling grid. Access to the panel box is already provided. Existing utility holes must be used first. More than 2 penetrations will result in major repairs to the Equipment, and this cost will be passed on to the Lessee.
- (iv) **GENERAL EQUIPMENT CARE:** Please keep the carpets clean and free of stains. Please do not penetrate or damage the exterior high rib aluminum panels or exterior trim. Excessive damage will result in additional charges at the time of return. When backfilling soil and concrete in the front of the Hybrid use a waterproof protective barrier to protect the Equipment. Attaching steps and ramps directly to the doorjamb will result in an inoperable door. If these items need to be attached, attach these items to the frame of the Equipment.

Lessor/Seller sincerely hopes that by making you aware of the above procedures, you can minimize or eliminate additional charges. At the same time, Lessor/Seller does not want Lessee/Buyer to be surprised if Lessee/Buyer is assessed these charges. We value your business and hope you find this information helpful.