

SUPPLEMENTAL SALE TERMS AND CONDITIONS

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

WITNESSETH

1. WARRANTY.

- a. **PREVIOUSLY-LEASED (USED) EQUIPMENT.** Buyer acknowledges that certain Equipment (including without limitation any container purchased hereunder) is previously-leased, used equipment. Such Equipment is not subject to the warranty set forth in subsection (b) below, and will have normal wear and tear conditions consistent with other used equipment of similar or like age and circumstances with regard to areas including but not limited to wall panel surfaces, ceiling tiles, windows, general appearance, etc. Seller sells such used Equipment “AS-IS”, and warrants only that used Equipment corresponds to the description thereof set forth in the Sale Agreement. Otherwise, **SELLER MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THE USED EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION THEREOF, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE OR OTHERWISE.**
- b. **NEW EQUIPMENT** - With respect to new Equipment manufactured by Seller, Seller warrants that, for twelve (12) months from the date of manufacture, the Equipment shall be free from defects in materials and workmanship in normal use and operations and shall comply with all drawings and specifications attached hereto as Exhibit A. Equipment and accessory items not manufactured by Seller shall not be subject to the foregoing warranty, but shall carry the applicable warranty of the manufacturer, which Seller hereby assigns to Buyer to the extent transferable.
 - i. Seller’s liability under this warranty shall be limited to the replacement or repair (during Seller’s normal working hours), at Seller’s option, of any new Equipment; provided, however, that Buyer shall provide written notice of any failure or defect to Seller within four (4) days after discovery and failure to provide such notice in a timely manner may result in a limitation of this warranty at Seller’s option. If Seller determines that repairs to the Equipment are needed, Buyer shall grant clear unobstructed access to the Equipment for said repairs. If Buyer does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Buyer shall bear the cost of repair rates for labor at the applicable overtime rates.
 - ii. This warranty does not extend to any Equipment subjected to improper application, damaged by accident or abuse, or repaired or altered outside of Seller’s facilities without prior written authorization from Seller.
 - iii. The expressed warranties contained in this Agreement are in lieu of all other warranties, guarantees, promises, affirmation or representations, expressed or implied, which may be deemed applicable to the Equipment.
- c. **NO EXPRESS OR IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, FITNESS, SUITABILITY FOR ANY PARTICULAR PURPOSES OR USE, AGAINST INFRINGEMENT, OR OTHERWISE (EXCEPT AS TO TITLE) OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN SHALL APPLY.**

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

- a. **STAIRS.** Any modification to, or failure of Buyer to properly maintain any Equipment consisting of stairs, may result in a failure to comply with applicable code. (1) In the case of Equipment located in the State of Florida, if any Equipment includes stairs (which shall be prefabricated metal stairs with landings), Seller shall install such stairs following delivery thereof. (2) With respect to any Equipment located in the State of Texas, Seller’s sole responsibility with respect to any Equipment that includes stairs is to ship the stairs inside the applicable modular building. Buyer shall be responsible for unloading the stairs upon delivery and installing the handrails. If Seller performs this service, there is a charge to unload. (3) With respect to any Equipment located in any other State, Seller’s sole responsibility with respect to any Equipment consisting of stairs is to deliver the stairs to the Site and place them next to the exit ways specified by Buyer with handrails in place. Any modification to, or failure of Buyer to properly maintain, any Equipment consisting of stairs, may result in failure to comply with applicable code.
 - i. **SECURING.** Securing the stairs to the other Equipment, adjusting the stairs to the threshold of the doorway, adjustment of the treads, landing, or handrails to meet local, state or federal requirements, maintenance of the stairs or any other item not specifically indicated above is solely the responsibility of the Buyer.
 - ii. **CODE AND EGRESS REQUIREMENTS.** Seller hereby advises the Buyer of the need to meet applicable code requirements, adjust and secure the stairs to the exit way upon completion of the installation of the Equipment and to maintain the stairs such that the safety of all users is ensured. It is the Buyer’s responsibility to ensure that steps or a ramp are provided for each building egress.

- iii. **SITE CONDITIONS.** Buyer should be aware that certain site conditions may impact the use of Equipment consisting of stairs. Specifically, sloping sites may require higher stairs. Adjacent buildings or other obstacles may render the prefabricated stairs unusable. Buyer is responsible for the provision of level landing sufficient per any applicable code. Buyer must make the transition from wherever the stairs end to the existing grade. This transition may require grading, paving or other work by the Buyer in order that the finished stairs comply with all applicable codes.
- b. **RAMPS.** Any modification of Equipment consisting of ramps may result in failure to comply with applicable code.
 - i. **SITE CONDITIONS.** Buyer should be aware that certain site conditions may impact the use of a prefabricated ramp. Specifically, sloping sites may require longer ramps. After installation of the Equipment, the landing for any ramp will be set up such that it is in conformance with door threshold requirements (provided that Buyer's site will allow such). The ramp will then be affixed to the landing. It will be the responsibility of the Buyer to make the transition from wherever the ramp ends to the existing grade. This transition may require grading, paving or other work by the Buyer in order that the finished ramp complies with all applicable codes. Adjacent buildings may require additional ramping or render the standard prefabricated ramp unusable.
 - ii. **PRE-FABRICATED RAMPS ACCOMPANYING BUILDINGS APPROVED BY THE DIVISION OF THE STATE ARCHITECT ("DSA").** With respect to any Equipment located in the State of California, in the case of California Department of the State Architect ("DSA") building ramps, Seller recommends that Buyer or Buyer's architect look closely at all conditions of impact. Any Equipment consisting of a ramp and landing have been DSA approved.
- c. **RESTROOM/PLUMBING.** If any Equipment consists of restrooms or plumbing, the Buyer is responsible for making both waste and water connections to the building stub outs.
 - i. **PLUMBING CONNECTIONS.** Where applicable, the Buyer will need to install the plumbing manifold, which is shipped unattached. Seller 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.
 - ii. **MALFUNCTIONS.** The Buyer is responsible for any malfunction of lines, valves, piping, etc., that is related to foreign matter, improper connection of waste/water lines or misuse.
 - iii. **TEMPORARY/PORTABLE HOLDING TANKS.** Seller 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 Buyer's comfort and convenience, Seller strongly recommends that the Equipment be connected directly to sanitary sewer lines. If Buyer obtains temporary holding tanks as a means of waste disposal, Buyer should be aware that this approach presents additional risks, as holding tank capacity is directly affected by water usage, leaky faucets, etc.
 - iv. **CONNECTION TESTING AND VERIFICATION.** Testing of water for chlorination or other items/issues is the responsibility of the Buyer.
- d. **BUILDINGS.**
 - i. **SITE INSTALLATION REQUIREMENTS FOR DSA CLASSROOM BUILDINGS.** In the case of Equipment located in the State of California, the Buyer is responsible for the site being cleared (free of grass, shrubs, trees, etc.) and graded to within 4 1/2" of level grade for each building. If the site exceeds the 4 1/2" requirement additional costs may be charged to Buyer. Under no circumstances should the site be greater than 9" from level grade or have less than a 1000 psf minimum soil bearing pressure.
 - ii. **EQUIPMENT LOCATED IN THE STATE OF FLORIDA.** 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.
- e. **SEISMIC/WIND.** Equipment consisting of either friction based or earth anchor seismic/wind restraint systems are rated for exposure C wind loads as defined on plans provided to Buyer and are designed to be used on sites with a minimum soil bearing pressure as specified on such engineered plans. Seller recommends that Buyer verify with the local governing authority that these systems are appropriate for the site. In some cases, additional charges may be incurred by Buyer for custom foundation engineering and additional foundation work.
 - i. **FRICTION BASED SYSTEM.** The price quoted is for the purchase and installation of the system only. The system can be provided with wet stamped engineered plans and calculations for an additional charge. Seller does not warrant that the Buyer's site conditions will be adequate for the seismic/wind support system. Any testing required by any agency of the soil or the product, is the responsibility of the Buyer.
 - ii. **EARTH ANCHORS.** Any earth anchors and strapping to be used are designed to meet specific pullout capabilities when suitable soil conditions are provided. The Buyer is responsible for providing soil conditions that will allow for achievement of a pullout capacity of the rated number of pounds shown on the applicable engineered plans for each earth anchor. If applicable, Seller will install a specific number of earth anchors and strapping, based upon the above pullout capacities. Seller recommends, and local governing authorities may require, that the Buyer have a pullout test performed to insure that the soil is adequate to achieve the required

pullout capacities mentioned above. All costs associated with such testing and its results are the responsibility of the Buyer. These costs include, but are not limited to: testing, an increase in the number of earth anchors to be provided to meet the required loads, any re-testing and engineering time. Seller will not warrant that the number of earth anchors installed will meet the required pullout capacities, unless the Buyer provides pullout test results and verification that the completion of any resulting corrective action has taken place.

iii. **DAMAGE AND ADDITIONAL COSTS.** At the time of installation of earth anchors, should ground penetration be hindered by elements such as large rocks, lime, cement, utility lines, etc., Buyer will be responsible for all additional costs, including replacement of broken earth anchors provided that such damage is incurred while properly completing the installation. Further, should damage to any underground utility lines occur, the cost of repair will be borne entirely by Buyer.

iv. **WARRANTY.** The warranty set forth in Section 1 does not apply to any seismic/wind restraints in the event that the Buyer has elected not to contract for a wet stamped engineered foundation plan. Seller will not inspect the installation of the foundation system.

v. **APPROVAL.** Buyer is responsible for obtaining site inspection and approval of the foundation system by the appropriate local jurisdiction.

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

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

h. **CARPET.** The Equipment may include new carpeting. Most of the carpeting products provided by Seller meet the Carpet and Rug Institute's Green Label testing standards for indoor air quality. Nonetheless, it is recommended that new carpeting receive a minimum of 72 hours airing-out time, under well-ventilated conditions, prior to occupancy.

3. **FINANCING STATEMENT.** At the request of Seller, Buyer will file financing statements pursuant to the applicable Commercial Code and execute and file such other instruments or assurances as Seller deems necessary to protect Seller's interest in the Equipment. Buyer authorizes Seller and Seller's assignee or transferee and each subsequent assignee or transferee to file financing statements in any jurisdiction.