

WILMOT MODULAR STRUCTURES, INC.
GENERAL TERMS AND CONDITIONS (7/30/2015)

1. Unit and/or Services. Customer from time to time may engage Wilmot to lease a rental unit (or units) (“Unit”) or perform other services (“Services”). For each Unit provided by Wilmot and/or for any Services to be performed by Wilmot, a Lease Addendum (“Lease”) shall be completed and signed by Wilmot and Customer confirming the specific terms and conditions under which the Unit is being provided and the period during which the Unit is to be provided (“Unit Term”) and/or the Services will be performed. These Terms and Conditions are hereby incorporated into each Addendum (collectively referred to as the “Agreement”). In the event of a conflict between the Terms and Conditions and an Addendum, the terms of the Addendum shall take priority. Customer must notify Wilmot within forty-eight (48) hours of taking possession of a Unit of any deficiencies with that Unit or Customer waives its right to do so under this Agreement.

2. Payment Terms. Unless different payment terms are defined in the Agreement, Customer shall pay rent to Wilmot within thirty (30) days of receipt of a monthly invoice, without reduction, set-off or withholding of any kind while the Customer is in possession of a Unit and/or Wilmot is providing Services to the Customer. Rent for any fraction of a month at the expiration of the Lease term shall be prorated up to 10 days. Leases that are NOT eligible to be prorated are a) those that end prior to contracted lease term; b) lease terms less than 3 months. Exceptions may be made for Wilmot Gold Customers at the discretion of management. All payments shall be made to Wilmot at its principal place of business at 5812 Allender Road, White Marsh, Maryland, or such other address as Wilmot may designate in writing to Customer. This Agreement shall be a continuing obligation of Customer and Customer shall be responsible for rent on the Unit until it is returned to Wilmot in satisfactory condition.

3. Late Charges. In the event any payment or any part thereof due Wilmot by Customer is past due for more than five (5) days, a late charge equal to five percent (5%) of the amount due shall be assessed to Customer and due to Wilmot. All such late charges shall be due immediately as additional rent.

4. Early Termination. If Customer terminates the Agreement for any reason prior to the expiration of the term, Customer agrees to pay Wilmot, as liquidated damages a sum equal to 80% of the rent due from the date of termination until the end of the Lease term in the Addendum. The amount of liquidated damages is applicable to the Unit(s) subject to the Lease as well as any and all accessories

including, but not limited to, steps, window guards, door bars and ramps. Liquidated damages are also subject to applicable sales and/or use taxes.

5. Title. Title to the Unit is and shall remain vested in Wilmot and Customer shall promptly account for and provide the Unit's location to Wilmot upon request. Customer shall have the right to possess and properly use the Unit as long as Customer faithfully observes and performs all obligations under this Agreement. Wilmot and the Customer respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representative of such other party in respect to covenants, agreements and obligations contained in the Agreement. The Customer agrees that it will not assign, mortgage, pledge or otherwise encumber the Unit or any of Wilmot's interest therein without obtaining on each occasion the written consent of Wilmot, which may be withheld at the discretion of Wilmot. Any attempted assignment, delegation or transfer of Customer's rights hereunder without the prior written permission of Wilmot shall be null and void. Wilmot shall be permitted to assign the Agreement without the consent of the Customer.

6. Maintenance. Wilmot will provide routine maintenance for a Unit during the Lease term. Routine maintenance excludes housekeeping, changing of HVAC filters and repairing damage caused by Customer, all of which shall be Customer's responsibility. Customer shall be solely responsible for securing and protecting the Unit while it is in the possession and/or control of Customer and shall reimburse Wilmot for any loss or damage, including damage resulting from Customer's failure to properly maintain the Unit. Wilmot and its authorized agents may inspect a Unit at any reasonable time during the Lease term. Customer, upon expiration or termination of this Agreement, shall remove Customer's property and that of all persons claiming under Customer from the Unit and return the Unit, at Customer's expense and liability, to Wilmot at 5812 Allender Road, White Marsh, Maryland. The Unit shall be returned in good condition and repair, reasonable normal wear and tear excepted. "Normal wear and tear" is defined as use of the Unit under normal working conditions, with qualified personnel providing proper maintenance and service. Customer's obligations hereunder shall survive termination of this Agreement.

7. Inspection Upon Return. Upon return of the Unit(s), Wilmot will conduct an inspection and notify the Customer of any repairs that are the Customer's responsibility, normal wear and tear excluded. Customer's failure to make written objection to the notice within (10) days of the notice shall represent Customer's agreement that said repairs are reasonable and necessary and that the Customer is responsible for the cost of repairs.

8. Miscellaneous Charges. Customer agrees that it shall be responsible and liable for the return freight and all knockdown costs when a Unit is returned to Wilmot. Customer's obligations in this regard shall survive termination of this Agreement.

9. Liens/Encumbrances. Customer shall keep the Unit free of all liens, levies and encumbrances at all times during the Lease term and when the Unit is in Customer's possession. Customer, at its expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property, gross receipt or other taxes or fees arising from the use or operation of the Unit. If any lien or levy is placed on or against the Unit or is otherwise encumbered during the Lease term or while in the possession of Customer, Customer agrees to satisfy, remove or discharge such lien, levy or encumbrance at Customer's sole expense by bond, payment or otherwise within seven (7) days of the date of such lien, levy or encumbrance. If Customer fails to do so, Wilmot shall have the right, in addition to all other rights and remedies provided herein or by law, to satisfy, remove or discharge such lien, levy or encumbrance by whatever means or method Wilmot deems appropriate; and Customer agrees to reimburse Wilmot for all expenses related to such action, including attorneys' fees.

10. Insurance. Customer shall obtain and maintain in effect throughout the term of this Agreement, insurance coverage issued by carriers reasonably satisfactory to Wilmot, providing general public liability insurance against claims for personal injury (including death), property damage, or otherwise, arising out of or connected with this Agreement or the Unit(s), in an amount of not less than combined single limit of \$2,000,000 or such higher amounts as Wilmot may reasonably require. Such insurance policies shall include Wilmot as an additional insured and loss payee and shall not be subject to cancellation or modification without at least thirty (30) days prior written notice to Wilmot. Notwithstanding the foregoing, Customer agrees to accept the entire risk of damage to the Unit(s) from fire, theft, collision or other damage, whether or not such casualty is covered by insurance. Customer shall provide Wilmot with a complete Insurance Certificate indicating that coverage is provided for Physical Loss or Damage to the Unit (not its contents) within 30 days of the commencement of the Lease term. Customer agrees to pay, as additional rent, \$0.29 per \$100 of the value of the Unit per month as an insurance administrative fee.

11. Indemnification. To the fullest extent permitted by law the Customer shall indemnify and hold harmless Wilmot, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Customer's possession and/or use of the Unit, to the extent caused by Customer's negligent acts or omissions. Customer's indemnity obligations shall also specifically include, without limitation, all fines, penalties, damages, liability costs, expenses (including, without limitation, reasonable attorneys' fees), and punitive damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the Customer's use of the Unit and (ii) failure to secure and pay for permits, fees, approvals, and/or licenses or any violation of any permit or other approval of a public authority applicable to the Customer's possession or use of the Unit, or any person or entity for whom the Customer is responsible. The Customer agrees to and does hereby assume on behalf of Wilmot the defense of any action which may be brought against Wilmot by reason of claims for which indemnity is due hereunder. Customer's indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Customer under workers' compensation acts, disability benefit acts or other employee benefit acts. The Customer shall reimburse Wilmot as additional rent any costs and expenses (including reasonable attorneys' fees) incurred by Wilmot in enforcing any of the Customer's defense, indemnity and hold harmless obligations under this Agreement.

12. Unit Location. Customer shall maintain each Unit only at the location set forth in the applicable Addendum and shall not relocate such Unit without Wilmot's prior written permission. Customer's failure to comply with the terms of this Section shall be a material breach of this Agreement.

13. Signage. Wilmot may place and maintain upon each side of a Unit a sign indicating that Wilmot is the owner of the Unit. Customer shall not remove, obscure, interfere with, deface or otherwise allow the sign to be altered or damaged in any way.

14. Compliance With Laws. Customer shall comply with all applicable laws, ordinances, rules, regulations, orders and directives regarding a Unit and its use thereof.

15. Use. Customer agrees to comply with all Federal, State or Municipal laws, ordinances, rules or regulations governing the use of a Unit.

16. Default. In the event Customer (1) becomes insolvent, or files or has filed against it a petition in bankruptcy, or makes an assignment for the benefit of creditors, or commences or has commenced against it or enters into any other proceeding or arrangement for the relief of debtors or for the reorganization, deferral or discharge of debts; or (2) fails to pay, when due, any rent, tax, assessment or other charge assessed or incurred in connection with this Agreement and/or a Unit; or (3) commits any other breach of this Agreement, Customer shall be in default under this Agreement. In the event such default continues for two (2) days after written notice thereof by Wilmot to Customer, or immediately in the event that such default, in the judgment of Wilmot, cannot be cured within a two (2) day period after notice of default, Wilmot may without further notice and without waiving any other right or remedy available under law or equity, terminate this Agreement and take immediate possession of a Unit wherever it may be located, without requiring an order of the court or other legal process. Customer hereby waives any and all claims for damages occasioned by such taking by Wilmot. Furthermore, Customer agrees to indemnify, defend and hold harmless Wilmot, its principals, directors, officers, shareholders, employees and agents from and against all claims relating to or resulting from such taking, including without limitation claims for damage to property of any third party or person.

- (a) Notwithstanding any other provision of this Agreement to the contrary, in the event of a default by Customer, Wilmot shall have the right to pursue any and all remedies provided herein or provided by law, in equity or otherwise. **CUSTOMER HEREBY AUTHORIZES ANY ATTORNEY TO APPEAR FOR, AND TO CONFESS JUDGMENT AGAINST, CUSTOMER FOR POSSESSION OF ANY UNIT.**
- (b) Customer shall be responsible for all costs of collection including interest on the unpaid balance of rent which shall accrue at the rate of one and one-half percent (1 1/2%) per month until paid in full, court costs and attorneys' fees, whether or not formal proceedings are initiated by Wilmot.
- (c) In the event Wilmot does not terminate this Agreement but assents to Customer's continued possession of a Unit, such assent shall not be construed as a waiver of Customer's obligation to reimburse Wilmot for all costs, damages or expenses caused by or resulting from Customer's default; and all such costs, damages and expenses shall be paid to Wilmot upon demand as additional rent.

17. Performance/Payment Bond. If a Unit provided by Wilmot to Customer is subject to a performance or payment bond(s), Customer shall provide Wilmot with the name and address of the surety(ies) issuing such bond(s). Customer's failure to comply with this paragraph shall represent a material default of the Lease. The Customer shall reimburse Wilmot as additional rent any costs and expenses (including reasonable attorneys' fees) incurred by Wilmot in enforcing the terms of this Section.

18. Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any necessary permit or license), wars, insurrections, strikes and/or any other cause beyond the reasonable control of the party whose performance is affected. As a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

19. Permits and Authorizations. All costs and expenses related to or incurred in connection with applying for or obtaining any building permit or other governmental approval or authorization ("Permit") for a Unit or the placement of a Unit on any property, including without limitation the cost of preparing or modifying the site plan, drawings, specifications or other documents, necessary for the Permit (collectively "Permit Costs"), shall be Customer's sole responsibility. If Wilmot applies for and/or obtains any Permit for or on behalf of Customer, Customer agrees to immediately reimburse Wilmot for all Permit Costs incurred by Wilmot. Permit Costs include without limitation all changes or modifications to any Unit, site plan, building specifications or location configuration which result from or are necessitated by any governmental authority during the process of obtaining any Permit.

20. No Waiver. Wilmot's waiver of any remedy afforded hereunder, by law, in equity or otherwise is without prejudice and shall not operate to waive any other remedy Wilmot has available.

21. Modification. This Agreement may be amended or modified only in a written document executed by both Wilmot and Customer.

22. Applicable Law/Choice of Forum. This Agreement, including any Addenda, shall be governed and interpreted in accordance with the laws of the State of Maryland, without giving effect to any choice of law rules thereof which may direct the application of the laws of another jurisdiction. For the purposes of resolving any dispute arising under this Agreement, CUSTOMER HEREBY SUBMITS TO VENUE IN THE STATE OR FEDERAL COURTS IN THE STATE OF MARYLAND, AND VOLUNTARILY SUBMITS TO PERSONAL JURISDICTION IN THE STATE OF MARYLAND. EACH PARTY HEREBY IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY.

23. Entire Agreement. (A) This Agreement, and any Addenda, constitute the entire agreement between Wilmot and Customer regarding the subject matter hereof. No other agreement, representation, warranty or other matter, oral or written, shall be deemed to bind either Wilmot and/or Customer regarding the subject matter hereof. The terms of any documents submitted by Lessee (1) are superseded and replaced in their entirety by the terms and conditions of this Agreement and (2) 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. (B) 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 11 would be in violation of or otherwise prohibited by any applicable law, then Section 11 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.

24. Damages. Under no circumstances shall Wilmot be responsible for consequential or business interruption damages incurred by Customer or by any other third party relating in any manner to this Agreement.

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