

PALA TECHNOLOGIES, INC. DBA ELITE BUILDINGS - COMMERCIAL PROPERTY LEASE TERMS AND CONDITIONS

1. In this Lease, “Lessor” is Pala Technologies, Inc., or Elite Buildings or Lessor, (herein after “LESSOR” or Lessor) and “Lessee” is the Customer as also indicated on the Lease Rental Agreement. Lessor leases to Lessee the container(s) described on the Lease Rental Agreement, and in the Commercial Property Lease Terms and Conditions set forth in this Lease. Lessee agrees that by signing a Lease Rental Agreement and the Commercial Property Lease Terms and Conditions in an original form (hard copy), or a facsimile or by checking (but not necessarily signing) the box indicating “I agree” on the web based order system acknowledging that Lessee has read understood and accepted the Lease Rental Agreement, and the Commercial Property Lease Terms and Conditions, Lessee will be bound by all terms and conditions in the Lease Rental Agreement, and the Commercial Property Lease Terms and Conditions.

2. Lease Term. As stated on the front of the Lease Rental Agreement the Lessee is agreeing to lease the container for a minimum guaranteed number of billing cycles, herein also referred to as a “Billing Month”. Delivery, pickup, first and last billing are due prior to receipt of container unless otherwise indicated on the Lease Rental Agreement. Lease will be invoiced for the next billing on the twenty ninth (29th) calendar day. Any and/or all of the terms and conditions of this lease are subject to change including price. Lessee will be given ten days written notice prior to effective date of change. Lessee or Lessor may cancel agreement at any time however Lessee will be responsible for full payment of all remaining and unpaid billing cycles up through the end of the minimum guaranteed term. If the Lessee retains possession of said leased container past the expiration of this existing lease, retention will be deemed to constitute a contract to lease this container on a Billing Month to Billing Month basis.

3. Payments by Lessee. At the time Lessee executes this Lease, Lessee shall pay the initial invoice amount designated on the Lease Rental Agreement. Thereafter accounts are billed on a twenty-eight (28) day billing cycle (“billing date”) and as defined above also known as a “Billing Month” and are due 28 days (“Due Date”) after billing date. All payments due will be invoiced through the end of the billing cycle and there will be no prorating of days within a billing cycle. There may be a one-time set up fee, and a processing fee per billing cycle only if indicated on the Lease Rental Agreement; however there is a mandatory Wear & Tear fee. All past due accounts will be charged a 1.8 percent late fee per billing cycle.. Lessee agrees to pay all collection costs, attorneys’ fees and costs, plus interest at the maximum amount the law allows. Any rental payments not made by Lessee are subject to a late charge of 1.8 percent (1.8%) per billing cycle of the amount not paid when due. Rental payments shall be made at Lessor’s address, as set forth on the Lease Rental Agreement. Lessee is responsible for payment of container until written or electronic notification of pick up is received

3.a. Invoicing Procedure. A) Charges for all containers leased by Lessee under this Agreement will be invoiced in US dollars. B) Lessee agrees to pay all Lessor invoices within 28 days (Due Date) of billing date. If any items on the invoices are disputed Lessee will forward a list and explanation of the disputed items to Lessor’s Raleigh, North Carolina office with payment in full. In turn, Lessor will undertake to reconcile these disputes within 60 days of receipt by either issuing a credit or providing verification of correct billing or combination thereof. So long as Lessor acknowledges the dispute and is attempting in good faith to reconcile the disputed items, Lessee agrees not to withhold any money due Lessor which relates to such disputed items. Although it is the intention that Lessor will apply all Lessee payments against the corresponding remittance receipt, Lessor may at Lessor’s option apply Lessee’s payment against Lessee’s oldest outstanding invoice due to Lessor at any time and for any reason. It will remain Lessee’s responsibility to keep and maintain their account with Lessor current.

4. Lease Renewals. A Lease Renewal is defined as a renewal for the same length of time as the original signed Lease Rental Agreement. Lease renewals will be subject to the greater of either; i) an increase of \$12.50 per billing cycle per new lease term or, ii) the price of the then current Lessor market lease rental rate.

4a. Lease Renewals – Billing Month to Billing Month renewal only. For Billing Month to Billing Month renewals, upon each anniversary of the close of each successive^{3rd} billing cycle, the lease rental rate will be subject to an additional and automatic \$12.50 per billing cycle increase.

5. Property Use. Lessee is entitled to the use, hold possession and control of the containers during the Lease term, provided Lessee is not in default of any Lease provision, and subject to any security interest Lessor may have given or may give to any third party during the Lease term. Lessee shall employ and have absolute control, supervision and responsibility of any users of the container. Lessee must use the container in a careful and proper manner. Lessee agrees that the container will be handled by competent, fully qualified personnel only. Lessee agrees not to remove the container to a location other than that shown on the Lease Rental Agreement. Lessee agrees to reimburse Lessor in full for all damage minor or major to the container while the container is under lease by Lessee whether incurred by Lessee or its agents, employees or independent third parties related or unrelated to Lessee. Lessee shall not permit the container to be used in violation of any applicable federal, state or local law or ordinance. Lessee will *indemnify and hold Lessor harmless* from all liabilities, fines, forfeitures, or penalties for violations of any statute, law, ordinance, rule or regulation of any duly constituted public authority, including any attorneys’ fees incurred by Lessor. Lessee represents and warrants that the leased equipment will be used for commercial, personal, recreation or business purposes only.

6. Taxes and Other Charges. Lessee is liable for and required to pay, on or before their due dates, all sales taxes, use taxes, personal property taxes, and any other direct taxes or government charges imposed on the container or based on the amount of the rent paid under this Lease or assessed in connection with this Lease. Lessee shall promptly notify Lessor and send Lessor copies of any notices received by Lessee from taxing authorities concerning the container. Lessee shall be liable for any fees for licenses, registrations, permits, and other certificates as may be required for the use of the container. If any taxing authority requires that a tax or charge, is set forth above be paid directly by Lessor, Lessee upon notice from Lessor, shall pay to Lessor the amount of the tax or charge with the next rent installment.

7. Right of Inspection and Repair. Lessor has the right to enter the premises upon reasonable notice to Lessee and during normal business hours where the container is located for the purpose of inspecting the container in order to ascertain its condition and manner of use. If Lessor’s inspection of the container reveals that it is not being properly maintained or utilized according to the Lease provisions, Lessor has the right, but not the obligation, to have the container repaired or maintained at Lessee’s expense.

8. Ownership. This is a lease of the container and is not a sale or the creation of a security interest in the container. Lessor at all times retains sole ownership and title to the container, and Lessee does not have and will not, at any time, acquire any right, title, equity, or other interest in the container, except the right to possession and use as provided for in this Lease.

9. Indemnification and Liability. Lessee assumes all risk and liability due to any cause, for the loss of or damage to the container, for the death of or injury to any person or property of another, and for all other risks and liabilities arising from the use, condition, possession, or storage of the container. Lessee agrees to *indemnify, defend, and hold harmless Lessor*, its agents, employees, officers, directors, shareholders, attorneys and insurance carriers from all claims, losses, or damage Lessor may sustain for any of the following reasons: (a) loss of, or damage to, any container by any cause; (b) injury to, or death of, any person including, but not limited to agents or employees of Lessee; (c) damage to any property arising from the use, possession, delivery, return or condition of any container. Lessee has sole liability for, and must reimburse Lessor for, all expenses, losses, liabilities, fines, penalties, and claims of every type, including reasonable attorneys’ fees and costs imposed by any governmental or regulatory agency or entity by virtue of Lessee’s use of any container, or because of the failure by Lessee to perform any of the Lease terms. If the container becomes lost, stolen, destroyed, or damaged beyond repair, Lessee shall pay Lessor in cash \$4800 for the container regardless of market value. This Lease will terminate at the time of such payment with respect to that container. After paying the reasonable market value, Lessee is entitled to the container on an “as-is” basis without warranty by Lessor. The indemnities, assumptions of risk, liabilities, and obligations of Lessee arising under this Lease will continue in effect after the termination of the Lease regardless of the reason for termination.

10. Insurance. Lessee agrees to maintain insurance in full force and effect against loss, theft, or destruction of the container. The insurance must be in an amount not less than the total rent payable or the replacement cost of a fully refurbished (painted, signed, lock boxed, and doors trued up) container, whichever is greater. This replacement cost will not be less than \$3,500 which is the approximate net book value of the largest publicly traded company’s steel storage container lease fleet per their 2004 10-K filed with the Securities Exchange Commission. Also, Lessee agrees to carry public liability and property damage insurance, insuring the interest of Lessor, Lessee, and their authorized agents and employees against all claims that may arise during the term of this Lease that are in any way connected with the ownership, possession, or use of the container. The insurance must be in an amount not less than one million per person, two million per accident, and one hundred thousand property damage. Lessee also agrees to have insurers furnish to Lessor, no later than 28 days after the execution of this Lease, a certificate evidencing the insurance coverage required above. The policies must provide that the insurer will not cancel or materially modify the insurance except on thirty (30) days advanced written notice to Lessor. Any failure on the part of the Lessee to procure, maintain, or renew the required insurance constitutes a default. All insurance referenced above is at Lessee’s sole cost and expense, but must name Lessor as an insured, additional insured, or loss payee.

11. Assignment. Lessor may assign this Lease or any rights under it at any time without Lessee’s consent. Lessee may not assign this Lease or any container described in it, or assigns any interest in the Lease or container, or sublet any of the containers.

12. Circumstances Constituting Default. Lessor, through these Lease Terms and Conditions herein, has officially notified Lessee upfront, that Lessee is obligated to

keep their account current. Lessee is automatically declared to be in default if Lessee has any portion of any outstanding invoice unpaid or underpaid as determined by Lessor and pursuant to Section 13. Rights, Remedies and Obligations on Default within these lease Terms and Conditions such default allows Lessor the right to repossess its container at the full expense of Lessee. Additionally, Lessor may, at its option, declare Lessee in default by giving Lessee written notice of default on the occurrence of any of the following events: (a) failure by Lessee to make rental payments or perform any other of its obligations as set forth in this Lease; (b) expiration for cancellation of any insurance policy to be paid for by Lessee; (c) involuntary transfer of Lessee's interest in this Lease by operation of law; (d) Lessee's assignment of any interest in this Lease; (e) institution by or against Lessee of bankruptcy, insolvency, reorganization, receivership, trusteeship, or any assignment by Lessee for the benefit of creditors.

13. Rights, Remedies, and Obligations on Default. If Lessee defaults whether Lessee has been notified of the default or not by Lessor and such default remains uncured for a period of 15, days, Lessor may exercise any one or more of the following remedies: (a) terminate the Lease and Lessee's rights under this Lease; (b) declare immediately due and payable all unpaid lease payments (whether or not accrued as of such date) and all other charges due under this Lease including, without limitation, all reasonable expenses of costs of collection, enforcement, repossession, sale and maintenance (including reasonable attorneys' fees); (c) assess a default fee of two hundred fifty dollars and default interest on any past due rental payments at the rate of 1.8% per month from the date of default; (d) exercise and enforce any and all rights and remedies available upon default to a secured party under the UCC (as defined below) including the right to remove and repossess the Collateral (as defined below), or any evidence thereof, proceeding without judicial process or by judicial process (without a prior hearing or notice thereof, which Lessee hereby expressly waives) and the right to sell, lease or otherwise dispose of any or all of the Collateral (with or without giving any warranties as to the Collateral, title to the Collateral or similar warranties), and, in connection therewith, Lessee will on demand assemble the Collateral and make it available to Lessor at a place to be designated by Lessor which is reasonably convenient to both parties; and (e) exercise any other rights and remedies available to Lessor by any other law or agreement. If after reasonably attempting to repossess the container in question, the Lessor is unable to repossess the container for whatever reason the Lessee will be responsible to pay for the replacement cost of the container which is not to be less than \$3,500 per container as defined in section 10. herein plus any and all other fees as described in this section. In order to satisfy all state laws, these Commercial Property Lease Terms and Conditions will be considered the official notice of repossession in advance of a delinquent Lessee. In other words Lessee is hereby put on notice that Lessor has provided written notice of repossession upon any portion of Lessee's account remaining delinquent for 75 days or more. Lessee has an additional 30 days to reclaim their possessions according to state laws and as described in this section 13. On day 31 past the initial 75 day delinquent period, Lessor through a) due notice and b) through the cure period is legally entitled to dispose of any and all items within the container as Lessor deems fit. Any repossession of one particular container under this Lease with respect to which Lessee is in default does not constitute a termination of this Lease as to any other containers, unless Lessor expressly so notifies Lessee in writing. The remedies of Lessor set forth herein are cumulative to the extent permitted by law and may be exercised partially, concurrently, or separately. Any failure or delay on the part of Lessor to exercise any remedy or right under this Lease is not a waiver. The failure of Lessor to require performance of any of the terms, covenants, or provisions of this Lease by Lessee will never constitute a waiver of any of the rights under the Lease. No forbearance by Lessor to exercise any rights or privileges under this Lease is a waiver. Acceptance by Lessor of rent or other payments made by Lessee after default is not a waiver of Lessor's rights and remedies arising from Lessee's default. Lessee hereby pledges, assigns and grants to Lessor a lien and security interest in the Collateral (as defined below), as security for the payment and performance of all of its obligations under this Lease. "Collateral" means all containers leased hereunder, all of Lessee's Equipment (as defined below), Inventory (as defined below), and goods from time to time located in, on, or around any container leased to Lessee including all accessions to any of the foregoing, all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to any of the foregoing; all warehouse receipts, bills of lading and other documents of title now or hereafter covering any of the foregoing, and proceeds of any and all of the foregoing. "Equipment" means equipment, as such term is defined in the UCC, whether now owned or hereafter acquired, including but not limited to machinery, vehicles, furniture, fixtures, manufacturing equipment, shop equipment, office and recordkeeping equipment, parts, tools, and supplies. "Inventory" means inventory, as such term is defined in the UCC, whether now owned or hereafter acquired, whether consisting of whole goods, spare parts or components, supplies or materials, whether acquired, held or furnished for sale, for lease or under service contracts or for manufacture or processing. "UCC" means the Uniform Commercial Code as in effect in the state of North Carolina (as the state whose laws shall govern this Lease) or in any other state whose laws are held to govern this Lease or any portion hereof.

14. Waiver of Subrogation - In no event shall Lessee or its insurer have any claim (whether direct or by way of subrogation) against Lessor for any loss damage or destruction of any property of Lessor resulting from any casualty normally insured against under the multiperil or other similar policy form as well as any worker's compensation related injuries or claims as covered under Lessee's current worker's compensation policy; and Lessee and Lessee's insurer, waives any and all such claims against Lessor and Lessor's Directors, Officers, Employees, Agents, Shareholders, Successors and Assigns.

15. Movement of Containers. If Lessee requires containers to be moved on-site, Lessee will be charged the transportation charges by Lessor to the site plus \$65 per container to move container. If Lessee requires containers to be moved to another-site, Lessee will bear the transportation charges by Lessor for all of the one way mileage to each site (for example: mileage to pickup site and then mileage to drop off site) plus \$65 per container to move container. If when Lessor or its agents arrives to move the container and if the container is loaded with goods and cannot be moved or is delayed Lessee will be charged for any incurred transportation charges (dry runs included) plus detention wait time. Lessor containers used in the industry, from time to time, require movement. If the contractor, subcontractor, or its agent, request a relocation and/or movement and there are contents within the container, it is the responsibility of the contractor, subcontractor, or its agent to remove said contents. If it is requested the contents remain within the container during the movement process and in the opinion of Lessor or its agent the container may not be moved the Lessee will be charged a "dry run" fee. If in the opinion of Lessor or its agent said container may be moved and if prior to, during, or after any such move, any person, equipment, or the contents of said container suffer any damage or injury whatsoever Lessor and/or their agent will not be held liable to any extent. It is also hereby acknowledged that in the event Lessor their agent or any other person or property suffers damages and/or injury to any degree, Lessor and/or their agent will be completely and totally indemnified from any liability of any kind due to such movement and the Lessee of said container will be responsible for any and all such liability. If a Lessee container(s) has been moved from its original location as indicated on the original ship to location on the original delivery ticket and the container(s) now require to be picked up, then the cost of pickup to the Lessee will be at least the original indicated pickup fee or the actual cost of pickup whichever is greater.

16. Sale or Encumbrance. Lessee may not sell, mortgage, relinquish possession or control of the container or of any interest under this lease. Lessee may not pledge or permit any lien to become effective on the container.

17. Return of Property on Expiration of Lease. On the termination of this Lease, Lessee must return the container to Lessor in good repair, condition, and working order, less normal wear, tear, and depreciation. It must be made available for pickup at the designated drop off point of Lessee. If Lessee fails or refuses to return the container to Lessor at the expiration of the lease term or at some earlier termination, Lessor has the right to take possession of the container without legal action, as if a default occurred under the same terms set out in the paragraph above on "Rights, Remedies and Obligations on Default."

18. Situs, Governing Law. This Lease shall be governed by the laws of Texas, without regard to its principles of conflicts of law or choice of law. Lessee hereby consents to the exclusive jurisdiction and venue of the federal and state court located in Grayson County, Texas, in any action or proceeding relating to any Lease or container and the parties waive the right to a jury trial therein. Any disagreements will be settled by arbitration in Grayson County TX by a legally recognized arbitrator chosen by Lessor. If Lessee chooses to bring any legal action against Lessor for any reason whatsoever then Lessee agrees that it will pay Lessor in advance for any and all legal and attorney fees incurred by Lessor to contest Lessee's legal action against Lessor, including a retainer fee paid in advance and at the time Lessee chooses to bring any legal action against Lessor to Lessor's attorney of not less than \$25,000.

19. General Provisions. All notices required to be given under this lease from Lessee to Lessor must be in writing. This Lease may not be amended, modified, or altered in any manner by Lessee except in a writing signed by all parties. No covenant or condition of this lease may be waived except by the written consent of Lessor. This Lease constitutes the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Lease are binding on any party. If one or more of the provisions of this Lease, or the application of any provision to any party or circumstances, is held invalid, unenforceable, or illegal in any respect, the remainder of this Lease and the application of the provision to the other parties or circumstances remain valid and in full force and effect. This Lease is binding on and inures to the benefit of the respective heirs, assignees, executors, administrators, trustees, personal representatives, and successors of the parties.

20. Condition of Container. Lessee has carefully inspected the container and accepts the same in the condition shown on the front of this Lease. Lessee agrees that should any defect exist in the container that it will not be used until properly repaired.

21. Warranties. Except as set forth as specifically herein, Lessor has made no affirmation of fact or promise relating to the container being leased that has become any basis of this Lease. Lessor disclaims any implied warranties with respect to the container. There are no express warranties or merchantability or fitness for a particular purpose.

22. Delivery. By Lessee accepting delivery of Lessor's container, Lessee agrees to all of Lessor's Commercial Property Lease Terms and Conditions whether or not they have been signed by Lessee and agrees that the container has been delivered in good condition with no damage or scratches, with proper working doors, situated in the correct location on site, and all four corners of the container adequately supported to bear weight. Lessor and/or its agent will not be responsible for any damage that occurs once we enter property (public or private) of location of delivery/pickup site. Lessee must provide a site for the container which is level. Lessor and its agents do not provide blocks or shims to level the container. If leveling is required and can be performed by Lessor or its agents in their opinion then Lessee must provide the blocks or shims and Lessee will be charged for any delay time in attempting to level container. If the site on which the container is to be placed is not level and the container cannot be made level in a reasonable amount of time Lessee will be responsible for any related transportation charges plus delay or detention charges at the rate of \$120.00 per hour (see Detention Fee herein). It is Lessee's responsibility to survey the location and let Lessor know that it is safe to do whatever task is needed pertaining to container delivery, pick up, or move. Lessee will be charged for a pick up/delivery in the event said pick up/delivery is not completed due to poor preparation on the part of Lessee. It is Lessee's responsibility to be present on day of delivery. If Lessee is not present for delivery and has made no arrangements for delivery of container with no one present, then Lessor may choose not to deliver container and Lessee is responsible to pay for the transportation of a dry run plus any wait time incurred.

23. Pickups. Lessee must call or provide electronic submission to Lessor when ready to have containers picked up. Lessor will record in its electronic system the specific container pickup information provided verbally by Lessee. All information provided by Lessee through a verbal pickup request is binding and any conflicts will be resolved by the data appearing in Lessor's electronic systems. If Lessee calls in for container pickup, Lessee will be required to list each container number that Lessee is requesting to be picked up, as well as the date for pick up including exact physical address of the container for pickup. Please make sure that the containers listed for pickup are empty, swept out and the doors unlocked or Lessee will be subject to additional charges. Also please note if there are any restrictions at Lessee location that Lessor needs to know in advance of the pickup, for example: Daily hours available for pickup; If there are any weather conditions restricting pickup; If there is any specific personnel required to be seen prior to the pickup. Pursuant to this agreement and its Terms and Conditions, please note that Lessee will be responsible for 125% of any transportation fees (dry run costs) if upon arrival for pickup the container(s) are either filled with items or locked or if there are any other conditions impeding the pickup of the container or causing the container to be inaccessible. If so, Lessee will be charged the full cost of the dry run. Also please be aware that if Lessee signed a contract with a minimum guaranteed number of billing cycles, Lessee will be held responsible for full payment of the entire term. Additionally Lessee is required to sweep out the container and to make sure there is no graffiti or Lessee will be held responsible according to the terms of this agreement. If Lessee's account is not current at the time Lessee requests a pick up, the container may not be picked up until the past due amount has been completely satisfied. If Lessee's account is not current at the time Lessee requests a pickup, the Lease Rental Agreement governing the requested container to be picked up will be put back on lease and will continue to accrue regular charges per this Agreement until such time as Lessee's account is made current. If Lessee chooses to request a container pickup then Lessee may request a pickup as long as terms of this Agreement are met. Unless Lessor is picking up after hours as mutually agreed Lessee will be required to sign the pickup receipt that the truck driver will have in his possession. If Lessee is not present to sign the pickup receipt Lessor or its agent is authorized to pick up the container and the Lessee will be subject to the terms under these Commercial Property Lease Terms and Conditions. Additionally, Lessee understands that Lessor uses third party, independently owned and operated trucking companies and yards. These trucking companies, as already acknowledged by Lessee, will pick up the container and deliver to Lessor's third party yard locations. Any and all damage as determined by Lessor's third party truckers and/or yards will be documented and Lessee will be responsible for all of these costs whatever they may be at fees described herein. **23. a. Pickup Deposit Fee.** If Lessee is charged a prepaid pickup fee it will be considered as a pickup deposit and will be applied towards the actual fee charged for Lessee pickup at the time of pickup. Upon the actual time of pickup, the Lessee will be either charged (or credited) for the difference of the actual charge to Lessee based upon the transportation fees charged to Lessee at that time.

23. b. Deferred Pickup Estimate Fee. If on the original Lease Rental Agreement the Lessee has indicated a deferred pickup estimate fee with any amount indicated on that line item, it should be considered that the deferred pickup fee is a guideline price and that the Lessee will be invoiced at the time of pickup for the actual fee charged for Lessee pickup transportation charges at the time of pickup.

23. c. Credits. If Lessee has a credit balance on their account, prior to sixty (60) days from Lessee's last invoice, it is Lessee's responsibility to apply for this credit in writing and a credit request must be received prior to the sixty day cutoff from last invoice at the address on the Lease Rental Agreement, attention Accounts Payable Department. Any credits applied for must meet with the appropriate approvals and confirmation from Lessor. If correctly applied for and confirmed by Lessor, Lessee will be entitled to have any approved credits applied towards future lease rentals or purchases only. If Lessee has not correctly applied for any credit balance on their account, then after sixty (60) days from their last invoice, Lessor will apply a maintenance fee equal to their credit balance against their account and reduce any credit balance to zero.

24. Repair of doors. Upon delivery of container Lessor or its agent will make a reasonable effort to check doors to make sure that they are operable and in satisfactory condition and that all four corners of the container are adequately supported to bear weight. Pursuant to section 22. Delivery, Lessee will acknowledge working doors by signing delivery ticket. If after loading container doors are unable to be opened easily due to settling and weight of goods inside container or any other reason, then Lessee may contact Lessor to make a repair on doors at Lessee cost. Costs will include transportation plus fee of \$100 per hour (pro-rated for time of repair).

25. Detention Fee. Lessor may charge Lessee wait time or detention fees at a rate of \$125.00 per hour. The detention fee will be charged in fifteen-minute increments.

26. Redirection Fee. Redirection is defined as requiring a container at the time of delivery to have the direction of the doors redirected 180 degrees within a horizontal plane. The redirection fee is \$65.00 and will be assessed for redirecting any container at the time of delivery.

27. Maintenance, Repairs, and Alterations. Lessee assumes all obligation and liability concerning the possession of the container and for its use, condition, and storage during the lease term. Lessor has no liability or obligation of any kind to provide routine maintenance or repairs to the container. Lessee shall not make any alterations to the container. If an on-site repair is required on Lessee's site or location by Lessor or Lessor's agent, and it is determined that the repair is beyond normal wear and tear as determined by Lessor or its agent(s), then Lessee will be responsible for all charges to make the appropriate repair including all associated transportation charges to and from the site plus any materials and labor fees.

28. Wear & Tear. The Wear & Tear fee is a mandatory fee to be paid by Lessee. By paying this fee, Lessee will not be held responsible for any repair value up to \$400 as determined by Lessor and/or its agents, for any damage that occurs to the container. Any damage whatsoever that exceeds the \$400 repair value (including any transportation costs in repairing on-site container(s)) will be charged to Lessee. This waiver does not relieve the Lessee of damage to container resulting from the negligent or intentional acts of Lessee or Lessee's employees, agents, or invitees, nor from the misuse of the item leased pursuant to the Contract, nor from damage due to theft, fire, burglary, mysterious disappearance, abuse of the equipment or acts of God. This Wear & Tear fee is specifically limited to damage to the container leased pursuant to the Contract between Lessee and Lessor and does not in any way extend to any items not owned by Lessor which may be housed or contained in the leased container. The Wear & Tear fee is Non-Refundable. In order for this Wear & Tear to be effective, Lessee must comply with the following: 1. Lessee must not be more than 28 days delinquent in payment to Lessor; 2. Lessee must inform Lessor prior to pickup of any damage that may have occurred to container. This Wear & Tear shall be of no force and effect if, Lessee shall fail to comply with the terms and conditions of this waiver or the Commercial Property Lease Terms and Conditions between Lessee and Lessor. Please note that the **Wear & Tear is not insurance.**

29. Sweep-out and Cleaning Fee – Sweep out and cleaning fees are not covered by the Wear & Tear. Upon arrival of the container to Lessor's storage facility, it is determined that the container requires a broom sweep out, then Lessee will be charged \$32 for this service. If it is determined that there is too much waste product inside the container and the materials left in the container cannot be removed by a broom sweep-out as determined by Lessor or its agent(s), then the Lessee will be charged on an hourly basis at the rate of \$120 per hour for this service. An hourly cleaning fee will also apply to cleaning and removing any spills whatsoever. If it is determined that the Lessee will be charged a sweep-out or cleaning fee, this fee may be invoiced to Lessee as a separate and additional invoice to Lessee. It is Lessor's intention to invoice Lessee for these fees within 60 days of receipt of container on Lessor's facility, however Lessor reserves the right to invoice for any fees due from Lessee at any point in time and subject to the general rules and laws governing such fees.

30. Fuel Surcharge. At Lessor's discretion as would be indicated on the signed Lease Rental Agreement between Lessee and Lessor, Lessee may be charged a 19% Fuel Surcharge on the total of the delivery plus the pickup transportation fee paid by Lessee which will be due at the time of pickup. The Fuel Surcharge will remain in effect as long as the price of West Texas Intermediate crude oil as priced by the NYMEX remains above \$35 per barrel for each successive trailing average 30 day price.

31. Seasonal Pickup. Lessee will be charged a Seasonal Pickup fee which is defined as any requested pickup by Lessee in the months of December, January, February and March. If the containers ordered by Lessee are requested to be picked up and invoicing terminated during these months then the Lessee will be charged a Seasonal Pickup fee of \$245.00 which is in addition to the normal pickup fee as quoted on the contract. This fee is due upon pickup.

32. Advertising. Lessee will not apply or contract, permit or allow any additional advertising media or graphics of any type, from any third party, to any container without the written consent of Lessor. Further, Lessee will not give such permission to any end user without written consent of Lessor.

ACCEPTANCE: Lessee acknowledges reading, understanding, and accepting this entire Lease Terms and Conditions. Please initial each page where indicated. If Lessee does not initial each page of these Terms and Conditions then Lessee acknowledges that all Terms and Conditions herein will be enforced whether initialed by Lessee or not.

Accepted By Print: X _____ Signature: X _____ Date: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ - _____ - _____

Fax: _____ - _____ - _____

Email: _____