

LEASE ORDER TERMS AND CONDITIONS

1. Term

This Agreement commences on the date the Lease Order is executed (“Effective Date”) by and between the company entity named on the Lease Order (“Lessee”), and Nadler Modulares. (“Lessor”), a New York corporation with offices located at 400 Rella Blvd. Suite 110 Suffern, NY 10901. Lessee and Lessor are periodically referred to as the “Parties,” and each a “Party.” This Agreement covers rental transactions between the parties for mobile and/or modular office equipment and furnishings (“Equipment”) as described on Lessor’s Rental Orders. Notwithstanding anything to the contrary contained in any job specific Rental Order, pre-printed terms, and conditions (including, without limitation, purported limitations on liability, waivers of rights and remedies, and variations from any of the warranty, guarantee, indemnity and liability, lease term and termination provisions of this Agreement) are of no force or effect and are superseded by the terms and conditions of this Agreement.

This Agreement commences on of the Effective Date and is perpetual, unless terminated in writing with thirty (30) days’ notice to the other Party. Any charges or remaining lease term due under Rental Order for the Equipment under this Agreement will continue through the end of the initial minimum term for each specific item of Equipment, subject to provisions of Articles 15 and 16.

The minimum initial term (“Minimum Initial Term”) for any item of Equipment is as set forth on page 1 (and two, if any) of Lessor’s Rental Order, and will continue month-to-month until terminated subject to the provisions in this Agreement.

2. Insurance, Certificate of Insurance

Policies of Insurance. Lessee, at Lessee’s cost and expense, must procure and deliver to Lessor, before delivery to Lessee of the Equipment to be leased in this Agreement, and keep in full force and effect during the entire term of this Agreement or as long as the Equipment is in the care, custody, or possession of Lessee, whichever is later, the following policies of insurance:

(a) Lessee must procure all-risks insurance covering Lessor, as an additional insured and loss payee, for loss of or damage to the Equipment and all of Lessor’s property located on, at or adjacent to the building site specified in the Rental Order or while in transit to the building site specified in the Rental Order (including, at a minimum, materials in place or to be used as part of the installation or construction of the Equipment, surplus materials, temporary structures, scaffolding and staging, protective fencing, bridging, forms, and miscellaneous materials and supplies) on a full replacement cost basis. At a minimum, such insurance must cover and must not exclude loss or damage caused by: fire; lightning; explosion; windstorm; hail; riot; civil commotion; vandalism; sprinkler leakage; volcanic action; falling objects; weight of snow, ice or sleet; water damage; flood; earthquake or other earth movement; and collapse. Such insurance must also cover Lessor for loss of business income, loss of rental value or rental income, extra expenses, expediting expenses, debris removal, preservation of property, fire department service charge, pollutant clean-up and removal, increased cost of construction, and electronic data.

(b) Lessee must procure liability insurance covering Lessor, as an additional insured, for sums Lessor becomes obligated to pay because of bodily injury, property damage, or personal and advertising injury to third parties, or for medical expenses to third parties, arising out of, in whole or part, the use or condition of Lessor’s Equipment, or any portion of Lessor’s Equipment, while in the custody, possession or control of Lessee, with limits of liability of at least \$1,000,000 per occurrence.

The insurance policies required under this section must each have a maximum deductible or self-insured retention of \$5,000, for which Lessee is responsible, must be primary over any policies of Lessor, must contain provisions stating Lessee, and its insurer, waive all subrogation rights against Lessor, and must contain

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provisions stating that the policies cannot be cancelled or allowed to expire until at least 30 days' after written notice is provided to Lessor.

Certificate of Insurance. Before the effective date of this Agreement, Lessee must provide Lessor with Certificates of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Unless Lessee provides Lessor with a certificate of insurance acceptable to Lessor, in the amounts stated in this section, or Lessee has maintained a blanket insurance certificate on file with Lessor, Lessee is required to utilize Lessor's Damage Waiver Program.

IF A CERTIFICATE OF INSURANCE OR NOTIFICATION OF SELF-ASSUMPTION OF RISK OF LOSS IS NOT RECEIVED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT, LESSEE AGREES TO UTILIZE LESSOR'S DAMAGE WAIVER PROGRAM, UNDER WHICH AN AMOUNT EQUAL TO THE DAMAGE WAIVER PROGRAM BILLING RATE FOR THE EQUIPMENT UNDER AGREEMENT WILL BE ADDED TO THE INVOICE FOR EACH BILLING PERIOD. THE DAMAGE WAIVER PROGRAM IS FOR PROPERTY COVERAGE ONLY, SUBJECT TO THE PROVISIONS OF ARTICLE 3. THE DAMAGE WAIVER PROGRAM WILL BE APPLIED TO THIS AGREEMENT FOR THE FULL TERM, UNLESS A CERTIFICATE OF INSURANCE IS PROVIDED TO LESSOR DURING ANY BILLING CYCLE AFTER THE 28-DAY PERIOD SPECIFIED IN THIS AGREEMENT, IN WHICH CASE A MAXIMUM STOP CHARGE AND BILLING CREDIT EQUAL TO THE COST OF THE DAMAGE WAIVER PROGRAM FOR ONE BILLING CYCLE WILL BE MADE UPON THE REQUEST OF LESSEE.

3. Damage Waiver Program (not available for units in Louisiana and Florida)

The Damage Waiver Program is not insurance and does not protect you for liability to others or Lessor.

The Damage Waiver Program is not insurance and does not protect you for liability to others or Lessor. For an additional lease rate as set forth above, Lessor will provide the Damage Waiver for damage or loss to the Equipment under lease. This Damage Waiver Program is subject to a \$1,000 deductible amount, per floor. Therefore, Lessee is solely responsible for the first \$1,000 per floor of damage or loss with respect to the Equipment. This Damage Waiver Program covers only loss or damage to the leased Equipment. Lessee bears sole responsibility for all other direct or incidental losses, damage, or injuries occasioned by its use of the Equipment, including but not limited to personal injuries to employees or third parties or physical damage or loss to real or personal property not included as Equipment under this Agreement. The program does not cover damages from vandalism, flood, named storms, damages caused by Lessee's negligence or any third party not representing Lessee or Lessor, Lessee's willful actions or failure to act, improper use or operation of the Equipment in a manner prohibited by this Agreement, overloading or improper load distribution, failure to perform routine janitorial or cleaning causing damage, or damage caused by Lessee's failure to promptly notify Lessor in writing of items requiring correction or repair, or failure by Lessee to take reasonable precautions against theft or forced entry (theft and forced entry must be accompanied by police report and reported within 3 days).

OPTION TO OFFER DAMAGE WAIVER PROGRAM IS AT LESSOR'S SOLE DISCRETION.

4. Delineation of Responsibility

If an obligation is not expressly stated in this Agreement, then it is not the responsibility of Lessor.

5. Delivery by Lessor

Lessor is not liable to Lessee for any failure or delay in obtaining or delivering the Equipment. By taking delivery, Lessee acknowledges that the Equipment is in good operating order, repair, working condition, and is fit for the purpose for which it is leased. Lessee must provide upon request, a separate Equipment acceptance notification.

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Lessee is solely responsible for site selection, local code compliance, all zoning approvals, permits (except transport), providing a level (1' in 70") and truck accessible site, both at time of installation and removal, with a bearing surface of a minimum of 3,000 PSF and a site clear of obstructions, both above and below ground. Lessor is not responsible for building settlement or soil heaving due to inadequate foundation. All site restoration is the sole responsibility of Lessee. Lessor is not responsible for unforeseen conditions.

If the Lessee does not own the site where Lessee places the Equipment, Lessee must notify the landowner that the Equipment is leased. Lessee will indemnify Lessor if the landowner attempts to assert an ownership interest in the Equipment.

6. Taxes, Fees, and Expenses

In addition to the rental payments, Lessee agrees to pay all costs, expenses, fees, and charges incurred in connection with the Equipment, the use and operation of the Equipment, servicing costs, sales taxes, personal property, and other ad valorem taxes, and all assessments and other governmental charges whatsoever and by whomsoever payable on said Equipment, or on the use, ownership, possession, rental, shipment, transportation, delivery, or operation of the Equipment. However, Lessor will pay licensing and registration fees and federal or state net income taxes against Lessor on or measured by rentals payable under this Agreement, or the net income under this Agreement. Upon Lessor's demand, Lessee will reimburse Lessor for the full amount of any costs, expenses, taxes, fees, or other charges paid by Lessor.

7. Lawful Use, Assignment, and Subletting Prohibited

Lessee will use or permit the use of the Equipment only for lawful purposes and will keep it at the location provided above during the entire lease term. The Equipment must be at all times used and operated in compliance with all laws of any jurisdiction where it is located. Lessor assumes no responsibility for compliance with state or local codes. Lessee will not assign, transfer, sublet, or in any way assign its rights under this Agreement and may not pledge, permit to be liened, mortgage, hypothecate, or otherwise encumber or charge its rights or interests under this Agreement.

Lessee must give Lessor immediate notice of any purported attachment or other judicial process affecting any of the Equipment. Without Lessor's written permission, Lessee may not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of Equipment. If any item of Equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "New Equipment") without Lessor's prior written consent, then all of the New Equipment will become equipment owned by Lessor subject to this Agreement.

8. Indemnity

Lessee indemnifies Lessor and holds Lessor, its officers, agents, and employees harmless of and from all losses, damages, claims, demands, or liability of any kind or nature whatsoever, including legal expenses and attorneys' fees and costs arising from or related to the use, condition, or operation of the Equipment, and by whomsoever used or operated.

9. Maintenance, Damage, and Destruction

Lessee must, at its own expense, at all times keep the Equipment in good and efficient working order, condition, and repair, and must keep and maintain on the Equipment such identification of ownership as Lessor may require. Lessee bears the risk of damage, theft, or destruction of the Equipment from every cause, and must make all replacements, repairs, or substitution of parts or Equipment at its expense, all of which will constitute an accession to the Equipment, and title of the Equipment will vest in Lessor. Should the Equipment be

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damaged by any reason and be capable of repair, Lessor may repair the same at Lessee's expense, or at Lessor's option, Lessee must repair the same at Lessee's expense to Lessor's specifications, as quickly as circumstances permit. Lessee will be responsible for all damages caused by moisture or water intrusion not reported promptly to Lessor for correction and repair. Lessee will not move Equipment without written permission of Lessor.

Upon the total loss of any or all the Equipment, to such an extent as to make the repair of the Equipment uneconomical in Lessor's sole opinion, Lessor may declare the Equipment a "Total Loss." Upon a Total Loss of the Equipment, Lessee must pay Lessor on the next day for the payment of rent: the rent then due, plus the current market value of the Equipment had a Total Loss not occurred, less all insurance proceeds actually paid or assigned to Lessor from the insurance maintained by Lessee, plus all applicable taxes and fees and transfer taxes (together, the "Total Loss Amounts"). Upon Lessor's receipt of the Total Loss Amount, Lessee's lease obligations will terminate and Lessor will transfer available ownership documents, if any, to Lessee, unless Lessor agrees in writing to dispose of the Equipment and at Lessee's sole cost and expense.

10. Inspection by Lessor

Lessor may inspect the Equipment at any reasonable time, and has the right to post any notice of non-responsibility or any other notice protecting its interest.

11. Accidents and Claims

Within 24 hours after any accident involving Equipment, Lessee must notify Lessor by telephone and within 48 hours notify Lessor in writing. Said report must state the time, place, and nature of the event; the damage sustained; the addresses of persons involved, persons injured, and witnesses; and any other information relating to said event, and must promptly forward to Lessor all correspondence, notices, or documents received in connection with any claim or demand relating to the Equipment or its operation and must aid in the investigation and defense of all such claims and demands. Nothing in this section modifies the provisions of Article 8 above, in which Lessee holds Lessor harmless and indemnifies Lessor against all these matters, and Lessor will have no responsibility to take any actions in the event of such casualty. Rent will continue to be charged on damaged Equipment until a final settlement check has been received from Lessee's insurance provider in an amount adequate to compensate Lessor.

12. Non-Liability of Lessor

Unless caused by Lessor's gross negligence, Lessor will not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by the Equipment, or by the use, maintenance, operation, handling, or storage of the Equipment, or for the loss of Lessee's business, or damages whatsoever or howsoever caused.

13. Default

Each of the following events is an "Event of Default" as the term is defined in any agreement between the Parties:

- (a) If Lessee fails to pay when due any payment or any other amount owing;
- (b) If Lessee fails to perform any other term, covenant, or condition of this Agreement or any other agreement between the Parties on Lessee's part to be observed or performed.
- (c) If Lessee files for relief under any bankruptcy or similar law for the relief of debtors, or if Lessee makes any assignment for benefit of creditors, or if a receiver is appointed to take possession of any of the assets of Lessee, or any involuntary bankruptcy is filed against Lessee.
- (d) If Lessor considers itself insecure.

Upon an Event of Default, the Equipment and any rights of Lessee in the Equipment will be surrendered to

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Lessor. Lessor may take possession of the Equipment and is authorized by Lessee to enter upon any premises of Lessee without notice for the purpose of taking possession of the Equipment. Lessor may retain all rents and any other amounts paid by Lessee under this Agreement. Repossession by Lessor or the surrender of the Equipment to Lessor will not affect the right of Lessor to recover from Lessee any and all damages that Lessor will have sustained by reason of the breach of any of the covenants, terms, or conditions of this Agreement. Lessee will continue to be responsible for all the rental payments for the remainder of the term of this Agreement and for the payment of any other amounts owing. Nothing in this paragraph is a limitation on Lessor's right to damages.

Upon an Event of Default, Lessor may:

- (a) relet the Equipment or any portion of the Equipment for such periods, at such rental amounts as it considers reasonable. After deducting its costs and expenses in such reletting, may apply any net proceeds received to the amounts payable by Lessee under this Agreement, or
- (b) sell the Equipment or any portion of the Equipment, and after deducting its costs and expenses in connection with said sale or sales, apply the net proceeds to the amounts payable by Lessee under this Agreement. Lessee must pay any deficiency, as determined by the amount the net proceeds of said sale or reletting is less than the amount to be paid by Lessee under this Agreement, or
- (c) cancel and terminate the entire Agreement, and any and all separate Rental Orders made under this Agreement.

Lessor, at its sole option, may recover from Lessee the worth, at the time of the termination, of the excess between: (a) the amount of rent and charges equivalent to rent reserved under this Agreement for the remainder of the term of the Equipment and (b) the then reasonable rental value of the Equipment for the remainder of the stated term.

Lessor will have all other remedies in its favor existing in law, equity, or bankruptcy, and the remedies in this Agreement will be cumulative and not exclusive.

14. Cross-Default

Lessor and Lessee may supplement this Agreement with schedules and amendments. In addition, Lessor and Lessee may enter into additional lease agreements or sale agreements with each other. A default under this Agreement also constitutes a default under every other agreement the Parties may have with each other. Further, a default under any agreement between Lessor and Lessee constitutes a default under this Agreement.

15. Return of Equipment, Termination of Agreement

At the end of the Term, Lessee must cause the Equipment to be returned to Lessor at any location designated by Lessor. Lessor, in its sole discretion, will determine how the Equipment will be returned to it, and Lessee will provide Lessor with at least fourteen (14) working days' advance notice of its return. The Equipment must be "broom clean" and in the same condition as delivered to Lessee, ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as provided in this Agreement and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee agrees that before the return of the Equipment to Lessor or upon notice of its repossession, Lessee must immediately disconnect all utilities connected to the Equipment, remove all the Lessee's personal property from the Equipment, and vacate the Equipment so that the Equipment can be returned to the Lessor. Whenever Lessor or its agents pick up or repossess the Equipment, Lessee must remove any barriers or restrictions to make the Equipment readily accessible for removal by truck, without additional inconvenience or expense. All site restoration is the responsibility of Lessee. Lessor will not be liable for keeping or storing any personal property of the Lessee left in, on or around the Equipment; such property will be treated as abandoned by

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Lessee and Lessee consents to the disposal of such personal property by Lessor, at Lessee's expense. Any accessories in addition to the returned Equipment are part of the Equipment and the property of the Lessor. Lessee must reimburse Lessor for all costs incurred related to returning the Equipment, repairing the Equipment, cleaning debris, trash, or personal property left in the Equipment, or otherwise restoring the Equipment to its condition when delivered, ordinary wear and tear excepted. Lessee indemnifies, defends, and holds Lessor harmless from all claims of Lessee or third parties arising from any return, retaking, or repossession of the Equipment.

16. Early Termination

The Parties are unable to ascertain the actual damages Lessor will incur if Lessee terminates this Agreement before the Equipment's Minimum Initial Term expires ("Early Termination"). As a reasonable forecast of damages expected to occur upon Early Termination, in addition to all amounts due and owing before the Early Termination and all of Lessor's costs and expenses caused by the Early Termination, Lessee must pay Lessor the following:

- (a) If the Equipment is new at the start date of the Minimum Initial Term, Lessee must pay 100% of all remaining lease payments and all other amounts that would have been due under the Equipment's Rental Order had the Early Termination not occurred, less the net proceeds, if any, of re-letting the Equipment after deducting all of Lessor's expenses incurred in connection with the re-letting.
- (b) If the Equipment is used at the start date of the Minimum Initial Term, Lessee must pay 50% of all remaining lease payments and all other amounts that would have been due under the Equipment's Rental Order had the Early Termination not occurred, less the net proceeds, if any, of re-letting the Equipment after deducting all of Lessor's expenses incurred in connection with the re-letting.

17. REPOSSESSION

LESSEE ACKNOWLEDGES THAT, UNDER ARTICLE 13 OF THIS AGREEMENT, LESSOR HAS BEEN GIVEN THE RIGHT TO REPOSSESS THE EQUIPMENT SHOULD AN EVENT OF DEFAULT OCCUR. LESSEE WAIVES THE RIGHT, IF ANY, TO REQUIRE LESSOR TO GIVE LESSEE NOTICE AND A JUDICIAL HEARING BEFORE EXERCISING SUCH RIGHT OF REPOSSESSION.

18. Limited Warranty

EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, RELATING TO THE EQUIPMENT AND ANY MAINTENANCE OR REPAIR WORK PERFORMED BY LESSOR, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON LESSOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES CONTAINED IN THIS AGREEMENT OR ANY OTHER AGREEMENT WITH LESSOR.

19. Limitation of Liability

IN NO EVENT WILL LESSOR BE LIABLE TO LESSEE OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT [OR LOSS OF DATA OR DIMINUTION IN VALUE], OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND

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NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL LESSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO LESSOR UNDER THE APPLICABLE RENTAL ORDER.

20. Lessor's Assignment

Lessee agrees that nothing contained in this Agreement will prohibit the Lessor, its assigns, and successors from selling, assigning and transferring all of its right, title, and interest in and to this Agreement, the property described in this Agreement, and all monies to become due under this Agreement.

21. Attorney's Fees and Costs

If Lessee defaults, Lessor is entitled to recover from Lessee, in addition to all other items of damages, all costs and expenses, including court costs and reasonable attorneys' fees incurred by Lessor to enforce its rights and remedies under this Agreement.

22. Financing Statement

Lessor is authorized by Lessee to cause this Agreement or other instruments, including Uniform Commercial Code Financing Statements, to be filed or recorded for the purposes of showing Lessor's interest in the Equipment. Lessee agrees to execute any such instruments as Lessor may request from time to time.

23. Miscellaneous

Time is of the essence regarding this Agreement. This Agreement may be signed in any number of counterparts and each will constitute a duplicate original. The Parties agree to execute, or if required, acknowledge such further counterparts of this Agreement or any other documents as may be necessary to comply with the provisions of any applicable law at any time in force which requires the recording of filing of this Agreement or a copy of this Agreement in any public office of the United States or any state or political subdivision, and Lessee agrees to pay the fees or charges imposed by law for any such mandatory filing or recording as well as the amount of any stamps or documentary taxes, federal or state, levied or assessed on this Agreement. The relationship between the Parties is that of Lessor and Lessee and Lessee's only interest under this Agreement is as a Lessee. Lessee does not have and will not acquire any right, title, interest, or equity whatsoever in the Equipment. The Equipment will remain the sole property of the Lessor. The Equipment will remain personal property regardless of its use or manner of attachment to realty.

This Agreement was jointly drafted by the Parties, and the Parties agree that neither should be favored in the construction, interpretation, or application of any provision or any ambiguity. There are no unwritten or oral agreements between the Parties. This Agreement, and any schedules or amendments, constitute the entire understanding and agreement between Lessor and Lessee with respect to the lease of the Equipment superseding all prior agreements, understandings, negotiations, discussions, proposals, representations, promises, commitments, and offers between the Parties, whether oral or written. The provisions of the Agreement are primary, and no provision of this Agreement will be waived, amended, discharged, or modified orally or by custom, usage, or course of conduct, unless such waiver, amendment, or modification is in writing and signed by an officer of each of the Parties.

This Agreement, the Rental Orders, lease schedule(s), attached riders, and any documents or instruments issued or executed under this Agreement will have been made, executed, and delivered in, and will be governed by the internal laws (as opposed to conflicts of law provisions) and decisions of the State of New York. Lessee and Lessor consent to the exclusive jurisdiction of any local, state, or federal court located within New York. Venue must be in

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New York, and Lessee waives local venue and any objection relating to New York being an improper venue to conduct any proceeding relating to this Agreement. Provisions of this Agreement are severable, and the invalidity of any provision will not affect the validity of any other provision.

It is the policy of Nadler Modular not to discriminate against any employee or applicant for employment because he or she is an individual with a disability or a protected veteran. We encourage you to do the same.

24. Notices

All notices, requests, consents, claim, demands, waivers, and other communications under this Agreement must be in writing, and such notices will become effective when deposited in the United States mail, with proper postage prepaid, addressed to the Parties at such respective addresses appearing in this Agreement, or at such other addresses either Party may from time to time notify the other in writing.

25. Net Lease

This Agreement is a net lease and Lessee's obligations to pay all lease charges and other amounts payable under this Agreement are absolute and unconditional and, except as expressly provided in this Agreement, will not be subject to any: (i) delay, abatement, reduction, defense, counterclaim, set-off, or recoupment; (ii) Equipment failure, defect or deficiency; (iii) damage to or destruction of the Equipment; or (iv) dissatisfaction with the Equipment or otherwise, including any present or future claim against Lessor or the manufacturer, supplier, reseller, or vendor of the Equipment. Except as expressly provided, this Agreement and any Rental Orders will not terminate for any reason, including any defect in the Equipment or Lessor's title of the Equipment or any destruction or loss of use of any item of Equipment.

26. Credit

Lessor has the right to require two (2) years' audited financial statements periodically and other documentation from Lessee for credit approval. Lessor specifically reserves the right to refuse acceptance of any additional Rental Orders to this Agreement if Lessee is in arrears on payment, or inadequate security or credit information is provided by Lessee.

27. Billing, Interest, and Late Charges

Invoicing will be done on a monthly basis. If payment is not received on the due date indicated on an invoice, to compensate Lessor for damages caused by Lessee's failure to pay on time, Lessee must pay interest on all late payments in an amount equal to the lesser of: (a) one and one-half percent (1½%) per month, or (b) the maximum percentage allowed by law, calculated daily and compounded monthly.

LESSEE WILL BE BILLED ON A 28-DAY CYCLE IN ADVANCE. LESSOR WILL NOT PRORATE ANY FRACTION OF A BILLING CYCLE.



JOINT AND SEVERAL LIABILITY. If more than one Lessee is named in this Agreement, the liability of each shall be joint and several.

CHOICE OF LAW. This Agreement and its performance shall be governed exclusively by the laws of the State of New York.

ORIGINAL AGREEMENT. There shall be one original of this Agreement executed by all the parties and marked "Original" on the first page thereof. Any duplicate original of this Agreement shall be marked "Duplicate Original" on the first page thereof.

WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT LESSOR HAS MADE NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO ANY OF THE MATTERS CONTAINED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

TITLES. The titles of the Sections of this Agreement are solely for the convenience of the parties, and are not to be used as an aid in the interpretation of the terms and conditions thereof.

ENTIRE AGREEMENT. The foregoing constitutes the full and complete Agreement between the parties, and all other oral or written agreements in relation to the subject matter of this Agreement are hereby rescinded.

BINDING EFFECT. THIS AGREEMENT SHALL BECOME THE LEGAL AND BINDING OBLIGATION OF THE LESSOR AND LESSEE ONLY UPON EXECUTION OF THIS AGREEMENT BY AUTHORIZED REPRESENTATIVES OF EACH PARTY, AT THEIR PRINCIPAL PLACES OF BUSINESS. NO OTHER CONTRACT AND NO AGREEMENT, CONSIDERATION OR STIPULATION MODIFYING OR CHANGING THE TENOR HEREOF SHALL BE RECOGNIZED AS BINDING UNLESS APPROVED IN LIKE MANNER. IN WITNESS HEREOF, the parties hereto have duly executed this Agreement on the date set forth below.

LESSOR: Nadler Modular LLC

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

LESSEE:

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____