

**SUPPLEMENTAL
CONTAINER LEASE TERMS AND CONDITIONS.**

1. EQUIPMENT PLACEMENT, RETURN AND CONDITION.

(a) **EQUIPMENT PLACEMENT.** Lessor's driver may not have the ability to move the Equipment more than a few feet. Avoid placing the Equipment in low lying areas in case of flooding or on surfaces with inadequate drainage. Lessor recommends the use of blocks of wood or concrete to elevate any Equipment, as Lessee deems appropriate to avoid flooded areas. Equipment placed on the ground is heavy and therefore subject to dents, depressions, scrapes and scratches. In the case of Equipment located in the State of Florida, Lessee shall not place the Equipment closer than two feet to another structure without advance written approval from the Lessor. Additional set-up time due to unlevel site conditions may result in extra charges. The Lessee is responsible for any and all costs associated with obtaining necessary approval of the site and installation of the Equipment including any permits subject to jurisdiction where Equipment will be located. Any costs associated with moving the Equipment will be the responsibility of the Lessee.

(b) **EQUIPMENT PROVIDED.** Unless noted herein, Equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Lessor does not warrant that the Equipment meets any local or state code not specifically referenced herein.

(c) **MAINTENANCE.** Lessee acknowledges and agrees to maintain all Equipment in good condition and repair (normal wear and tear excluded) and shall not make any alterations, improvements or additions to Equipment without Lessor's prior written consent. Lessee shall be responsible for any repair costs (including water filtration) associated with repairs needed other than those resulting from normal wear and tear. Lessee shall be responsible for weekly inspections of the interior and exterior of the Equipment to assure that it is in good condition. Should Equipment not be in good condition, Lessee shall notify Lessor immediately.

2. LESSEE'S PERSONAL PROPERTY. In the event that Lessee defaults on a payment and does not remove its personal property from the Equipment (as required herein), Lessor shall immediately thereupon and automatically have, and Lessee hereby grants, a lien on Lessee's personal property stored in the Equipment, to secure rent or other Lessee obligations under this Agreement, which lien shall at Lessor's sole and exclusive option, be fully enforceable under Article 9 of the Uniform Commercial Code, and Lessee further hereby grants Lessor the right to dispose of personal property left in the Equipment at the end of the Lease Term or upon the occurrence of an Event of Default by leaving said personal property uncovered and outside on the ground at the site of the Equipment. At the end of the Lease Term, Lessee shall, at its expense, prepare the Equipment for pick-up which includes but is not limited to removing all personal property of Lessee from the Equipment provided that, if any personal property shall remain located in the Equipment at such time, Lessee consents to Lessor's possession and disposal or destruction of such personal property, including leaving said personal property uncovered and outside on the ground at the site of the Equipment, without notice or accounting to Lessee, the costs and expenses of which disposal or destruction, including reasonable attorneys' costs related thereto, shall be reimbursed by Lessee.

3. ASSIGNMENT. Lessee will not assign, convey, transfer, or hypothecate its interest, or any part thereof, in and to this Agreement or the Equipment, whether voluntarily or involuntarily, without the prior written consent of Lessor. Any purported assignment will be null and void.

4. OWNERSHIP AND MARKING OF EQUIPMENT. Title to the Equipment shall remain in Lessor (or to the extent that such Equipment is owned by a third-party, title shall remain with such third-party). Except only as may be granted in a separate writing signed by Lessor, no option or other right to purchase the Equipment is granted or implied by this Agreement to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of this Agreement or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of this Agreement.

5. JURISDICTION. It is agreed that the venue for a legal action relating to this Agreement shall be proper only if brought in, and the exclusive jurisdiction for any disputes relating to this Agreement shall be, the Federal and State courts having jurisdiction over the site where the Equipment is originally delivered. Subject to any limitations of liability set forth in this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

6. FEDERAL CONTRACTOR. As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

7. MISCELLANEOUS. Time is of the essence of each and every provision of this Agreement. Failure of Lessor to enforce any term or condition of this Agreement shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

8. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for these Supplemental Terms and Conditions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

9. CREDIT CHECK. Lessor's obligation to lease the Equipment to Lessee is subject to completion of a satisfactory credit check. If the results of the credit check are unsatisfactory, as determined in the sole and absolute discretion of Lessor, Lessor may terminate this Agreement upon delivery of written notice.

10. SECURITY DEPOSIT. Lessee shall pay to Lessor the amount of any security deposit required by Lessor. The security deposit shall be held by Lessor as security for

Lessee's faithful performance of the terms and conditions of this Agreement, including without limitation, Lessee's indemnification obligations set forth herein. Lessor shall have no obligation to collect or pass through to Lessee any interest on the security deposit. If any Event of Default occurs, Lessor may apply the security deposit to payment of its costs, expenses and attorneys' fees incurred in the enforcement by Lessor of the terms of this Agreement and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with this Agreement (provided, however, that nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the security deposit). In the event all or any portion of the security deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the security deposit shall always be maintained at the amount specified herein. Lessor shall have no obligation to segregate the security deposit in a separate account, except as expressly required by applicable law. Upon conclusion of the Lease Term following return of the Equipment to Lessor or upon the occurrence of an Event of Default, Lessor may apply any remaining balance of the security deposit to the payment of any monies owed to Lessor under this Agreement. Thereafter, Lessor shall return to Lessee any remaining balance of the security deposit.

11. **NOTICES.** All notices, requests, demands, consents, and other communications required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been duly given and received, (i) if delivered by hand, the day it is so delivered, (ii) if mailed via the United States mail, certified first class mail, postage prepaid, return receipt requested, five business days after it is mailed, or (iii) if sent by a nationally recognized overnight courier, the business day after it is sent, to the party to whom the same is so given or made, (a) with respect to Lessee, at the address set forth in the "Lessee Name and Address" section on the first page of this Agreement, and (b) with respect to Lessor, at the following addresses: 5700 Las Positas Road, Livermore, California 94551, Attn: Operations Manager, with a copy to 1830 W. Airfield Drive, Dallas, Texas 75261, Attn: Legal Department, which addresses may be changed by like notice to the other party hereto duly given as set forth herein.

12. **LIENS.** Lessee shall not suffer or permit any lien, claim or encumbrance (collectively, "Lien") to be filed against the Equipment or any portion thereof to keep the Equipment free of all levies, liens or encumbrances. If any such Lien shall at any time be filed against the Equipment, or any portion thereof, Lessee shall cause the same to be discharged within thirty (30) days after the date of filing the same. If Lessee shall fail to discharge such lien within such period, then, in addition to any other right or remedy of Lessor, after five (5) days prior written notice to Lessee, Lessor may, but shall not be obligated to, discharge the same by paying to the claimant the amount claimed to be due or by procuring the discharge of such lien as to the Equipment by deposit in the court having jurisdiction of such Lien. Any amount paid by Lessor, or the value of any deposit so made by Lessor, together with all costs, fees and expenses in connection therewith (including reasonable attorney's fees of Lessor), together with interest thereon, shall be repaid by Lessee to Lessor on demand by Lessor.

13. **DEFINED TERMS.** Capitalized terms used in these Supplemental Terms and Conditions but not otherwise herein defined shall have the meaning ascribed to such terms as set forth elsewhere in this Agreement (including, without limitation, Exhibit A).