



**LEASE AGREEMENT
GENERAL TERMS AND CONDITIONS
BY AND BETWEEN:
ARIES BUILDING SYSTEMS, LLC., LESSOR
AND
LESSEE PURSUANT TO ARIES QUOTE LEASE**

1. True Lease. This Agreement is a true lease and not a sale. Lessee shall not acquire ownership interest in the Equipment. The Equipment shall remain the sole personal property of Lessor even though the Equipment may become affixed to, embedded in, or be resting upon real property.

2. Delivery; Acceptance. Lessee shall take delivery on the date specified on Aries Quote Lease unless otherwise agreed in writing by the Parties. Upon delivery, Lessee agrees to timely inspect and accept the Equipment. Lessee shall have forty-eight (48) hours from the date of delivery to notify the Lessor, in writing, of any defects or deficiencies in the Equipment, such notice to specify each defect or deficiency in the Equipment. Unless Lessor receives timely written notice from Lessee as set forth herein, Lessee is deemed to accept the Equipment and acknowledges that the Equipment is in good order and operating condition as of the date of delivery. The receipt and acceptance of the Equipment by Lessee obligates Lessee to pay the Rental and all other sums due under this Agreement.

3. Term of Lease; Extension. The term of this Agreement begins on the date of delivery of the Equipment and ends on the last day of the Minimum Lease Term ('Term'), or if applicable, the last day of the Extension Period (as herein defined). At the end of the Term, this Agreement is extended on a month-to-month basis until the Equipment is returned to Lessor (the 'Extension Period'). During the Extension Period, Lessor has the right to, on thirty (30) days written notice, increase the Rate Per Month and/or the knockdown and return freight charges to Lessor's then prevailing rate. After the end of the Term, either party can terminate this Agreement on thirty (30) days written notice. Lessee shall have no right to cancel or terminate this Agreement during the Term. Lessee has no right to cancel or terminate this Agreement prior to delivery of Equipment unless agreed in writing by the Parties (and subject to cancellation fee).

4. Site Suitability; Inspection. Lessor shall deliver Equipment to the project site listed in Aries's Quote Lease (the "Site"). Lessee shall ensure that a level compact, truck accessible site is available for placement of the Equipment. Tires used to deliver the Equipment will be removed and returned to Lessor. Lessee warrants that the Site will have safe access, free from obstacles, obstructions, and encumbrances, a level pad with no more than 3 inches of variance in 30 feet, and adequate soil bearing pressure of not less than 2,500 psf. Lessee is responsible for securing all necessary permits, utility hookups, and all other Site preparation (unless otherwise stated in Lessor's scope of work). Lessee shall own and/or have express legal authorization to locate the Equipment upon the site. If Lessee fails to provide such a site, then Lessee shall pay for any resulting additional delivery, installation, and knockdown and return charges, including, but not limited to, storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Lessee. Lessee shall not alter the manner of installation or location of the Equipment without written consent of Lessor. Lessor shall have the right to enter the premises and inspect the Equipment during normal business hours during the Term of this Agreement and any Extension Period. Lessor does not recommend or support the stacking of Equipment. Do not stack Equipment unless you have the approval of qualified engineering professionals, comply with all occupational safety laws, and obtain all zoning, building, and occupancy permits. Notwithstanding any express terms to the contrary, Lessor disclaims all warranties, express or implied, if the Lessee stacks Equipment.

5. Use; Maintenance; Condition. Lessee has the right to peaceably and quietly hold, use and enjoy the Equipment, subject to the terms and conditions of this Agreement. Lessee shall use the Equipment solely in the conduct of its business and in a careful and lawful manner. Lessee agrees not to remove existing nameplates or decals affixed to the Equipment. Lessee shall pay any and all fees, charges and expenses and comply with all laws related to the use, possession, and operation of the Equipment while it is in Lessee's possession, including obtaining all approvals and permits related to the use and/or possession of the Equipment. Lessee shall maintain and keep the Equipment in



good repair and safe operating condition during the term of this Agreement. Lessee shall keep the Equipment properly ventilated and shall not allow or permit any condition to exist that allows standing water to accumulate in, on or under the Equipment. Lessee shall not, without Lessor's prior written consent, make any changes, alterations or improvements in or to the Equipment or remove any parts, accessories or attachments therefrom. Lessee assumes full responsibility for any stairs, railings, furniture, accessories, attachments or other items missing from the Equipment until Lessor retakes possession of Equipment. If Lessee should require Equipment that meets certain local codes and/or ordinances, Lessee shall notify Lessor at the time Equipment is ordered. Any special requirements shall be handled on a case-by-case basis. Lessor makes no representations as to the Equipment's compliance with federal, state or local building codes, zoning ordinances, or other types of regulations or codes.

6. Hazardous Materials. Lessee shall not use, release, store, dispose of, or otherwise have present any Hazardous Materials in, on, under or near the Equipment, unless Lessor shall have first consented in writing to such use or presence of Hazardous Materials, and such Hazardous Materials are used, stored, manufactured, disposed of or otherwise present in accordance with all applicable laws. 'Hazardous Materials' shall mean any explosives, flammable substances, radioactive materials, asbestos, paints containing lead, materials containing urea, formaldehyde, polychlorinated biphenyls, oil, petroleum byproducts, or any other hazardous, toxic, dangerous or otherwise regulated substances, wastes, pollutants, contaminates, or biological substances (including fungi, bacteria, mold and microbial matter of any kind) whether having such characteristics in fact or defined as such under federal, state or local laws and regulations. Lessor is not liable for any Hazardous Materials pre-existing on Site.

7. Rent; Fees; Taxes; Late Charges. Rent begins to accrue upon completion of delivery and set-up of the Equipment (the 'Delivery Date'). Lessee shall pay Lessor, in advance, monthly rent for the on the due date in each monthly invoice at the Rate Per Month stated in this Agreement during the Term, and at the Rate Per Month established by Lessor during the Extension Period. If any payment is not paid on the due date, Lessee agrees to pay Lessor a charge of 1.5% or maximum amount permitted by law, per month of the amount in arrears for the period such amount remains unpaid. Lessee shall pay or, if requested by Lessor, reimburse Lessor for any and all sales, use, personal property taxes, or other taxes, fees or assessments levied against or imposed upon the Equipment, its value, use or operation or levied against or based upon the rentals paid or to be paid hereunder. Payments shall be effective upon receipt. Lessor may apply any payment from Lessee against obligation due and owing by Lessee under this Agreement, regardless of any statement appearing on or referred to in any remittance from Lessee or any prior application of payment. The receipt by Lessor of a partial payment of any amount due to Lessor endorsed as payment in full will be deemed to be a part payment only, and any endorsements or statements on the check or any letter accompanying the check shall not be deemed an accord and/or satisfaction, and notwithstanding said endorsements, Lessor may accept and deposit said check without prejudice to its right to recover the balance. Lessee's obligation (without prior notice or demand) to pay rent and all other amounts due hereunder shall be absolute and unconditional, and not be subject to any abatement, set off, defense, recoupment, or reduction for any reason whatsoever.

8. No Liens. Lessee, at its sole cost and expense, agrees to keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances or attachments not arising out of Lessor's acts including, without limitation, mechanics' and materialman's liens.

9. Mutual Indemnity. Lessee agrees, to the extent allowable by law, to indemnify, defend and keep harmless Lessor, its parents, subsidiaries, affiliates, directors, officers, agents, employees, and invitees, from and against any and all losses, claims, costs and attorney's fees and expenses, including but not limited to those arising out of or to the extent caused by the negligence of Lessee or its agents or employees while Lessee bears the risk of loss as defined in Paragraph 10, including, related to or resulting from: (a) any loss or damage to the Equipment or any part or component thereof; (b) the death of, injury to, or damage to the property of, any person or party related to or arising out of or resulting from Lessee's use, possession, condition, return or repossession or relocation (other than by Lessor's employees and/or subcontractors) of the Equipment and any part or component thereof; and/or (c) failure of Lessee to maintain the Equipment as agreed to herein. Lessee shall give Lessor immediate notice of any claim or liability hereby indemnified against.



Lessor agrees, to the extent allowable by law, to indemnify, defend and keep harmless Lessee, its parents, subsidiaries, affiliates, directors, officers, agents, employees, and invitees, from and against any and all losses, claims, costs and attorney's fees and expenses, to the extent arising out of or caused by the negligence of Lessor, its agents or employees, while Lessor bears the risk of loss including: (a) any loss or damage to the Equipment or any part or component thereof; (b) the death of, injury to, or damage to the property of, any person or party related to or arising out of the delivery and installation, return or repossession or relocation (by Lessor's employees and/or subcontractors) of the Equipment and any part or component thereof. Lessor shall give Lessee immediate notice of any claim or liability hereby indemnified against.

EACH INDEMNITOR IN NO WAY INDEMNIFIES AGAINST THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNITEE.

10. Loss; Damage. Upon delivery of Equipment and until Equipment is surrendered to the Lessor, Lessee assumes the risk of all loss and damage to the Equipment from all causes, including loss of use. Upon the occurrence of the total loss of the Equipment, to such an extent as to make the repair thereof uneconomical (in Lessor's reasonable opinion) Lessor shall declare the Equipment a Total Loss. In the event of a Total Loss, Lessee shall pay Lessor, on the next date for the payment of rent, the rent then due plus the value of the Equipment (the 'Equipment Value') as stipulated in the Equipment Schedule issued pursuant to the Agreement plus the value of all accessories listed on the Quote Lease, less all insurance proceeds actually paid and/or assigned to Lessor from insurance maintained by Lessee, plus all applicable sales and/or transfer taxes (the 'Total Loss Amount'). Upon Lessor's receipt of the Total Loss Amount, the Lessee's lease obligation will terminate. Lessor will transfer available documents of ownership of the Equipment to Lessee or its insurer unless Lessor agrees to dispose of the Equipment at Lessee's cost and expense. In the event of loss or damage to the Equipment that does not constitute a Total Loss, to the extent such loss or damage is caused during Lessee's use or possession of the Equipment, Lessee shall pay or reimburse Lessor, to the extent Lessor has not been paid or reimbursed from insurance maintained by Lessee, for the repair of such damage as reasonably directed by Lessor to the condition required by this Agreement. Any loss or damage to the Equipment shall not reduce or otherwise abate Lessee's obligation to pay all rental payments when due (except in the event of a Total Loss and Lessor's receipt of the Total Loss Amount, in which case the terms of this Agreement state that the lease obligations terminate). Lessee's obligation to pay Lessor amounts pursuant to this Section 10 shall be binding upon Lessee in accordance with the terms hereof.

11. Insurance. Lessee's responsibility for the Equipment begins immediately upon delivery. Lessee shall obtain and keep in force during the entire Term and/or Extension Period, liability and property insurance as follows: (A) General Liability Insurance: A policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence. (B) Property Insurance: A policy of insurance covering all loss or damage to the Equipment, including flood and earthquake, for not less than 100% of the Equipment Value and accessories, for the full Term of the Agreement. (C) General: (1) Lessee's insurance for the Equipment shall be issued by insurance companies reasonably satisfactory to Lessor. Such insurance shall be primary, and any other coverage carried by the Lessor shall be excess and non-contributory. Within ten (10) days after the delivery of the Equipment, Lessee shall provide Lessor with evidence of the required insurance and naming Lessor as Additional Insured and Loss Payee. The evidence of insurance must provide Lessor with thirty (30) days prior written notice of any cancellation. Any proceeds of such insurance shall be paid to Lessor and shall be applied to the replacement of the Equipment or payment of monies under this Agreement, at the option of the Lessor. Lessee shall comply with all requirements of the insurance underwriters or any governmental authority. (2) Lessee shall pay a Missing or Expired Evidence fee for each month that Lessee fails to timely provide the required Evidence of Insurance for property coverage or for liability coverage. Such fees shall be calculated by Lessor at its then prevailing rate(s). Payment of such fees shall not provide Lessee with any insurance coverage, nor excuse Lessee from performing its obligations under Sections 9 and 10.

12. Defaults; Remedies. (A) Lessee shall be deemed to be in default hereunder upon the occurrence of any of the following events ('Events of Default'): (1) Lessee shall fail to make any payment due hereunder within ten (10) days after its due date; (2) Lessee shall fail to perform or observe any other material term, covenant, or condition of this



Agreement; (3) Lessee shall have abandoned the Equipment; (4) any representation or warranty of Lessee shall have been untrue in any material respect when made, or any information submitted by Lessee to Lessor shall be false or misleading in any material respect; or (5) Lessee shall have defaulted under any other agreement with Lessor. (B) Upon the occurrence of an Event of Default, with written notice thereof and a reasonable opportunity cure provided to Lessee, Lessor may declare this Agreement to be in Default, and thereafter may exercise any one or more of the following remedies: (1) declare the rent for the Term and all other unpaid rent, fees, taxes and charges under this Agreement immediately due and payable; (2) Repossess, retake and/or retain any or all of the Equipment free of all rights and claims of Lessee without notice, without legal process, or judicial intervention, and without releasing Lessee of any term, covenant or condition provided herein; (3) Sell or otherwise dispose of any or all of the Equipment, whether or not in Lessor's possession, in a commercially reasonable manner and apply the net proceeds of such disposition, after deducting all costs, to the obligations of Lessee, with Lessee remaining liable for any deficiency; (4) Terminate this Agreement; and/or (5) Exercise any other right or remedy available to Lessor at law or in equity. Lessor's failure to exercise any remedy listed herein shall not constitute waiver of any Event of Default and shall not constitute a waiver of any other term or condition of this Agreement. Lessee shall pay Lessor's reasonable legal fees and other costs and expenses reasonably incurred by reason of any Event of Default or enforcement of this Agreement. No right or remedy referred to herein is intended to be exclusive, and each may be exercised concurrently or separately and from time to time. In the event Lessor shall repossess or retake the Equipment, and there shall be in or attached to such Equipment any property owned by, or in the custody or control of Lessee, then Lessor is hereby authorized to take possession of such property for a period of ten (10) days. Thereafter, if any such property is not claimed and taken by Lessee within ten (10) days after Lessor repossesses or retakes the Equipment, such property shall be deemed abandoned by Lessee, and Lessor shall have the right to dispose of it. (C) Lessee and Lessor waive all right to trial by jury of all claims, defenses, counterclaims and suits of any kind arising from or relating to this Agreement.

13. Return of Equipment; Termination of Lease. At the end of the Term or any Extension Period, Lessee shall make the Equipment available to Lessor, without impediment, at the Delivery Address or any other address to which Lessor has previously provided written approval of relocation of the Equipment. Any impediment to pick-up of the Equipment may result in additional charges to Lessee. Lessee shall provide Lessor with at least thirty (30) days advance written notice of the return of the Equipment. In the event Lessee does not provide thirty (30) days advance written notice of the return of the Equipment and/or earlier pick-up of the Equipment is requested by Lessee (and can be effected by Lessor), Lessee shall reimburse Lessor for any related costs and expenses associated with the immediate pick-up of the Equipment. Lessee acknowledges and agrees that during the Extension Period all amounts for return freight, knockdown and dismantle will be billed by Lessor to Lessee at the rates then in effect on the date of surrender. The Equipment shall 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 or surrendered to Lessor as herein provided and Lessee has paid Lessor all rental and other charges applicable to the Equipment. Lessee agrees that prior to the return of the Equipment to Lessor or upon notice of its repossession; Lessee shall, at its sole cost and expense, immediately disconnect all utilities, remove all of Lessee's personal property, and vacate the Equipment. Lessee hereby consents to entry by Lessor or its agents upon the premises where the Equipment may be located for return or repossession of the Equipment. Lessor shall not be responsible for site restoration. Lessor shall not be liable for any damage to any personal property left in or on the Equipment or for keeping or storing any personal property of Lessee left in or on the Equipment; any such property which Lessee does not claim or take possession of within ten (10) days after Lessor repossesses or retakes the Equipment, will be deemed abandoned by Lessee. Any fixtures, accessories, and additions to the returned Equipment shall be deemed part of the Equipment and the property of Lessor. Lessee shall reimburse Lessor for reasonable costs incurred related to the return of the Equipment and in repairing, cleaning or otherwise restoring the Equipment to its condition when delivered, ordinary wear and tear excepted.

14. Limited Warranty. For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the Term of this Agreement and any Extension Period that it will repair structural or mechanical defects in the Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers, light bulbs or other ordinary course repairs or maintenance) provided that Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of Lessee's knowledge of the occurrence thereof. In any event, the liability of Lessor shall be



limited solely to the repairing of defects of the Equipment. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Equipment, utilities connections, work or alteration of the Equipment by other than Lessor, use of the Equipment for a purpose for which it was not intended, vandalism, misuse of the Equipment, for excessive wear and tear, or for which timely notice is not provided to Lessor. The repair of the Equipment by Lessor due to a defect or condition resulting from any of the preceding causes shall result in additional charges to the Lessee. Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. **Except as specifically provided herein, Lessor disclaims any and all warranties, express or implied, related to the Equipment and any maintenance or repair work performed by Lessor including warranties for merchantability, suitability, or fitness for a particular purpose.**

15. Assignment. Lessee shall not assign this Agreement or sublet the Equipment without the prior written consent of Lessor, subject to credit approval. This Agreement shall be binding upon any permitted assignee or successor of Lessee. Lessor may assign within its organization any of its rights and/or obligations hereunder without notice to Lessee. Lessor will not assign to a third party who is not affiliated with Lessor without notice to Lessee.

16. Miscellaneous. (a) Time is of the essence with respect to this Agreement. (b) Entire Agreement - This Agreement and the relevant Quote Lease, when signed by Lessee, constitutes the entire agreement between the Parties, superseding and replacing all prior documents and representations, with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by both parties. The terms of any documents submitted by Lessee (i) are superseded and replaced in their entirety by the terms and conditions of this Agreement and (ii) shall otherwise have no binding effect upon Lessor, its agents and employees. Acknowledgement by Lessor of any Lessee supplied documents or Purchase Orders shall be for Lessee's billing purposes only. (c) Severability - 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 9 would be in violation of or otherwise prohibited by any applicable law, then Section 9 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. (d) The obligations of Lessee under Sections 7, 8, 9 and 10 which accrue during the term of this Agreement, shall survive the termination of this Agreement. (e) If Lessee fails to perform any of its obligations hereunder, Lessor shall have the right to affect such performance; the amount of any out-of-pocket and other reasonable expenses of Lessor incurred in connection with such performance shall be payable by Lessee upon demand. (f) Lessor shall not be responsible for delays beyond its control. (g) Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. (h) Lessee irrevocably appoints Lessor or its agents or assigns as Lessee's attorney-in-fact to execute any UCC financing statements, documents, and checks and drafts related to payment of any loss, damage or defense under policies of insurance required by this Agreement. (i) This Agreement shall in all respects be governed by the laws of the State of Texas regardless of the location of the Equipment. Lessee hereby consents and submits to the court having jurisdiction in Harris County for purposes of enforcement of this Agreement. Lessor hereby reserves its common law right of offset. Lessee hereby waives any and all rights to or claims of sovereign immunity. (j) Lessee will pay reasonable costs and expenses, including reasonable attorney's fees, incurred by Lessor in enforcing any terms, covenants and indemnities provided herein. (k) Each party is hereby authorized to accept and rely upon an emailed, facsimile, or electronic signature of the other party on this Agreement or any amendment thereto. Any such signature shall be treated as an original signature for all purposes. (l) Each party is hereby authorized to accept and rely upon documents in paper or electronic format.