

MASTER EQUIPMENT LEASE AGREEMENT

This Master Equipment Lease Agreement ('Master Agreement') is made this ____ day of _____, 2016 ('Effective Date') by and between Aries Building Systems, LLC, a Texas limited liability company with its headquarters at 12621 Featherwood Drive, Suite 300, Houston, TX 77034, and its successors and assigns ('Lessor') and _____, a _____ with a primary mailing address at _____ ('Lessee').

From time to time Lessee may propose to lease and Lessor may elect to lease to Lessee, various classrooms, trailers and/or relocatable, modular and/or pre-fabricated structures including various appurtenances, such as stairs, railings, furniture, kitchen equipment, security systems and the like (collectively referred to as the 'Equipment'), pursuant to the following covenants.

Lessor and Lessee, intending to be legally bound, mutually agree that all Equipment leased by Lessee from Lessor after the Effective Date hereof shall be subject to the terms and conditions set forth by (i) this Master Agreement; (ii) the General Terms and Conditions; and (iii) the applicable equipment schedule ('Equipment Schedule') issued in conjunction with the subject lease transaction. The Master Agreement, the General Terms and Conditions and each Equipment Schedule shall be collectively referred to as the 'Agreement.'

By its signature below, Lessee acknowledges that it has read the General Terms and Conditions dated January 1, 2016 in their entirety, which are incorporated herein by reference, and agrees to be bound by the terms therein and this Master Agreement. Each party is hereby authorized to accept and rely upon facsimile signature or electronic signature of the other party to this Agreement. Any such signature shall be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

1. EQUIPMENT SCHEDULE. An Equipment Schedule for each addition to the Equipment covered under this Agreement will be prepared as the subject Equipment is leased by Lessee from Lessor. The Equipment Schedule will provide the particulars with reference to the Identification and/or Description of the Equipment, a Delivery Date for the Equipment, the Equipment Value, Minimum Lease Term, Periodic Rental Rate and any other necessary specifics. All equipment delivered to Lessee or at Lessee's direction and scheduled on an Equipment Schedule is subject to the terms and conditions of this Agreement. Lessee shall have the right to sub-lease the Equipment upon prior written consent from Lessor.

2. MODIFICATION OF TERMS AND CONDITIONS. The above referenced General Terms and Conditions remain unmodified, and in full force and effect, except to the extent expressly set forth by this Agreement.

Accepted By:

Lessee

(signature)

(name and title)

Dated: _____, 2016

Lessor

Aries Building Systems, LLC

(signature)

(name and title)

Dated: _____, 2016

GENERAL TERMS AND CONDITIONS

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 permanently resting upon real property.

2. Delivery; Acceptance. Upon delivery, Lessee agrees to 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 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 notice, increase the Rate Per Month and/or the dismantle 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.

4. Site Suitability; Inspection. Lessee shall choose a firm level site accessible by truck to locate the Equipment. Lessee shall own such site and/or have express legal authorization to locate the Equipment upon that same site. If Lessee fails to provide such a site, then Lessee shall pay for any resulting additional delivery, installation, and knock down 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 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 upon return. 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, contaminants, 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.

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 Equipment on the due date 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. Indemnity. Lessee agrees 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 caused by the negligence of Lessor or its agents or employees, arising out of or related to: (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, installation, use, possession, condition, return or repossession or relocation (by other than 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.

10. Loss; Damage. 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 sole 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 Agreement plus the value of all accessories 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 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, Lessee at its sole cost and expense, 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 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. 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 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 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, 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 waiver of any Event of Default shall not constitute a waiver of any other Event of Default or a waiver of any term or condition of this Agreement. Lessee shall pay all Lessor's legal fees and all other costs and expenses incurred by reason of any Event of Default. 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 such 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 to Lessor as herein provided and Lessee has paid Lessor all unpaid 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 will be deemed abandoned by Lessee. Any accessories and additions to the returned Equipment shall be deemed part of the Equipment and the property of Lessor. Lessee shall reimburse Lessor for any and all 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 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 the occurrence thereof. In any event, the liability of Lessor shall be limited solely to the repairing of defects in the Equipment. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Equipment, utilities connection, alteration of the equipment, 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. This Agreement shall be binding upon any permitted assignee or successor of Lessee. Lessor may assign any of its rights and/or obligations hereunder without notice to Lessee.

16. Miscellaneous. (a) Time is of the essence with respect to this Agreement. (b) This Agreement, when signed by both parties, constitutes the entire agreement between the parties, superseding and replacing all prior documents and representations, with respect to the subject matter hereof. It may only be amended by a document 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 shall be for Lessee's billing purposes only. (c) 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 effect 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 jurisdiction of the courts of _____ County, Texas 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 all 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 a facsimile signature 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.

General Terms and Conditions
January 1, 2016

EQUIPMENT SCHEDULE NUMBER 001

This Equipment Schedule is made by and between Aries Building Systems, LLC as Lessor and _____ as Lessee as of _____, 2016. This Equipment Schedule constitutes an addition to the Master Equipment Lease Agreement dated as of _____, 2016 executed by the parties. This Equipment Schedule is subject to the Master Equipment Lease Agreement, the General Terms and Conditions incorporated therein and the terms, provisions and specifications set forth herein.

Lessee: _____

Delivery Address: _____.

Location contact is _____; telephone # _____.

Delivery Date: _____, 2016. The lease shall commence after the building has been delivered, installed and accepted by Lessee pursuant to a signed Certificate of Acceptance.

Equipment Value: \$ _____.

EQUIPMENT SPECIFICATIONS: the building system modules listed hereinafter together with any prefabricated metal steps, decks and ramps and all tires, axels and hitches used to transport the modules.

<u>Manufacturer</u>	<u>Serial Number</u>	<u>Length</u>	<u>Width</u>
(See Schedule A attached hereto)			

Rate per Month: \$ _____ plus \$ _____ tax for a total monthly payment of \$ _____.

Minimum Lease Term: _____ () months

Up Front Charges: _____.

Lease Extension and/or Purchase Options: _____.

Dismantle Charges Due at Lease End: cost plus 15%.

Return Freight Due at Lease End: cost plus 15%.

Equipment shall be returned to: location specified by Lessor.

After the initial payment, a monthly rental payment during the initial term of \$ _____ (includes sales tax) shall be made on the same day of each month.

LESSEE: _____

LESSOR: Aries Building Systems, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____, 2016

Date: _____, 2016