

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions set forth master terms and conditions under which Triumph Corporation, a Massachusetts corporation with a principal place of business at 194 Ayer Road, Littleton, Massachusetts 01460 (“Triumph” or “Lessor”), leases equipment, mobile offices, storage containers or other equipment (hereinafter, the “Units”) to customers (“Lessee(s)”) identified on one or more rental orders that may be executed by Lessee (the “Orders”). The terms set forth in each Order together with these Terms and Conditions represent the entire contractual agreement with Lessee and are sometimes referred to herein as the “Lease”.

1. Return of Equipment: Upon expiration or termination of the Lease, the Unit(s) shall be returned to Lessor in same condition as when delivered, reasonable wear and tear accepted.

2. Lessee’s Possession on Termination: If Lessee retains possession of the Unit(s) beyond the expiration of original Lease term without giving notice of renewal, Lessor shall deem the Agreement renewed as a month to month tenancy upon the same terms and conditions as set forth in the Lease.

3. Location of Unit: The Unit(s) shall remain at the delivery site until the expiration or termination of this Lease, and shall not be moved unless agreed to in writing by Lessor.

4. Access, Site, Differing Site Conditions: Lessee shall provide firm and level ground on no more than 12 inch slope from one end to the other for safe installation. Site selection is the responsibility of the Lessee and Lessor shall have no liability for determining the adequacy of the site. Lessee shall be responsible for obtaining any permits required to install the Unit(s). Lessee’s failure to investigate existing site conditions and provide notice to Lessor, will confer immediate authority upon the Lessor to complete work requested at time of delivery, and the Lessor will be entitled to an equitable adjustment in price necessitated by any differing site conditions. A differing site condition is a physical characteristic of the land on which the Unit(s) shall be installed, that materially changes the construction techniques from those reasonably expected by Lessor at the time of the Agreement.

5. Condition of Unit, Maintenance: Lessee shall, at Lessee’s own expense, keep the Unit(s) in good and efficient working order, and shall keep and maintain thereon such identification of ownership as Lessor may require. Lessee shall bear the risk of damage, theft or destruction of the Unit(s) from every cause, and shall make all repairs thereon at its expense. If Lessee fails to

adequately maintain the Unit(s) or adequately repair any damage for which Lessee is responsible, Lessor shall have the option to perform the maintenance or repair at Lessee’s expense. Lessee shall, at its expense, provide adequate janitorial service to keep the Unit(s) in good condition, and failure to do so will result in the assessment of additional cleaning charges upon expiration or termination of the Lease.

6. Storage, Assumption of Risk: Lessee is responsible for inspecting the Unit(s) upon delivery. All Unit(s) shall be delivered dry. Unit(s) are not temperature regulated and have limited utility for storage purposes. Lessee agrees to check the Unit(s) periodically for condensation and changes due to aging. Lessee agrees to procure additional insurance coverage for items of value. Triumph shall not be liable for loss or damage to stored contents.

7. Service: Lessee shall provide at Lessee’s expense adequate electrical power, water and other utility services with proper connection to the Unit(s).

8. Insurance: Lessee shall provide a Certificate of Insurance covering the Unit(s) which shall contain the following: (i) Commercial General Liability written on a per occurrence form or garage liability insurance covering premises operations, underground explosion and collapse, contractual liability and broad form property damage, with minimum mandatory per occurrence, C.S.L. (combined single limit) of \$1,000,000; and (ii) Commercial Property Insurance for the physical loss or damage including theft of storage units and office trailers. Triumph Corporation must be listed as Additional Insured and Loss Payee. Failure to timely provide the required Certificate of Insurance shall be an event of default and the Unit(s) may be repossessed for non-compliance. Lessee agrees to pay all fees and costs incurred by Lessor on account of Lessee for non-compliance with this provision and lapsed insurance information. Lessee’s failure to furnish and keep proof of insurance with Lessor named as loss payee will result in a fee for lack of compliance, and after reasonable notice will result in default and repossession of any and all leased equipment without prejudice to any rights and remedies of Lessor..

9. Indemnification: Lessor shall not be liable to Lessee for any loss, damage or expense of any kind or nature caused directly or indirectly by the Unit(s) or by the use, maintenance, operation or handling thereof, or for any loss of Lessee’s business, or for any damages whatsoever and howsoever caused. Lessee does hereby indemnify Lessor and holds Lessor, its agents and employees, harmless of and from any and all losses, damages, claims

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or liability of any kind or nature whatsoever, including legal expense and attorney's fees arising from the use, condition or operations of the Unit(s).

10. Taxes and Fees: In addition to the rental payments, Lessee shall pay any and all fines, sales tax, use taxes, personal or real property taxes, and all assessments and other governmental charges whatsoever and by whomsoever payable on the Unit(s).

11. Delivery: Lessor shall not be liable to Lessee for any failure or delay in delivering the Unit(s). By taking delivery Lessee acknowledges that the Unit(s) are in good working condition and fit for the purpose for which they are leased. Delay in delivery not caused by the Lessor or its agents, will result in charges per quarter hour in excess of allowable free time. Standard site delivery allowances are 45 minutes for single wide office delivery, and 30 minutes for storage container. Additional charges will be based on prevailing driver rates at the time of delivery, and are hereby accepted by Lessee.

12. Default: If Lessee shall default in the payment of any installment of rent or any other amounts payable under the Lease, or if Lessee fails to comply with any other of the terms, covenants, or conditions herein on its part to be performed, or if Lessee or its creditors file for relief under any bankruptcy or similar law for the relief of debtors, or if a receiver is appointed to take possession of any assets of Lessee, Lessor may, at its option, terminate the Lease and Lessee's right to possess the Unit(s) by giving written notice to Lessee. The Unit(s) will thereupon be surrendered to Lessor and Lessor may take possession thereof, and Lessor is hereby authorized by Lessee to enter upon any premises of Lessee without demand or notice for such purposes and recover possession, with or without Lessee's assistance, and to make any utility disconnection needed, without any court order or pre-taking hearing, it being understood that this right of repossession in the event of default is a basis for the financial accommodation reflected in the Lease. In the event of a default hereunder by Lessee, Lessee hereby waives any and all damages occasioned by such retaking. Lessor may sell or otherwise dispose of any Units(s) or possessions therein at a private or public sale upon 10 days prior notice to Lessee and to expose and resell the Unit(s) at Lessee's premises at reasonable business hours. Lessee hereby releases and holds harmless Lessor from any claims for damages of whatever kind in any way related to Lessor's repossession, including direct or incidental or consequential damages. Lessee shall be

liable for all costs and attorneys fees incurred by Lessor in connection with the exercise of any rights or remedies set forth herein. In the event of a default hereunder by Lessee, Lessee shall continue to be responsible for the rental payments provided for in the Lease for the remainder of the written term of the Lease, and Lessor shall retain all rents and other amounts paid by Lessee.

13. Assignment: Lessor may assign the Lease or the sums due from Lessee at its discretion without prior notification to Lessee. Lessee may not assign the Lease without prior written approval by Lessor and written acceptance of the terms and conditions of the Lease by the proposed assignee.

14. Miscellaneous: All notices shall be in writing and shall be deemed given when mailed by Lessee, certified mail, return receipt requested, postage prepaid, or when delivered, to the address of the Lessor as set forth in the Lease or to such other address as Lessor shall have designated by notice in writing to the Lessee. Until Lessee notifies Lessor of any new address in writing, any invoice, notice or service of process required by the Lease or by law is validly given by Lessor when mailed postage prepaid by first class mail, or when delivered, to the Lessee's address provided in the Order or as most recently provided in writing. After the completion of the Minimum Lease Term relative to any Unit(s) as specified in an Order, for Unit(s) leased on a month-to-month basis, Lessor has the right to increase, upon thirty (30) days prior written notice to Lessee,, (a) the Rate Per Month for the Unit(s) subject to the percentage increase in the Consumer Price Index (CPI); and (b) any other fee or charge previously quoted in the particular Order. These Standard Terms and Conditions shall be binding upon the successors and permitted assigns of the parties. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability or any other provision thereof. If more than one Lessee is named in this Lease, the liability of each shall be joint and several. Time is of the essence of this Lease. The Lease constitutes the entire agreement between Lessor and Lessee with respect to the Unit(s) and supersedes any and all other agreements and understandings, whether oral or written, with respect to the subject matter. The Lease may be amended only by a written agreement between the Lessor and the Lessee that expressly identifies the provision so amended.