



This Offer Created For:
Hoar Program Management
524684

Date: 05/11/2015
Offer #: 113079
Offer Expires: 8/6/2015

800-523-7918

Customer Billing Address

Hoar Program Management
Two Metroplex Drive Suite 300
Birmingham, AL 35209
Contact : Nickolas Klarman
Phone : (205)623-7510
Email : nklarman@hpmleadership.com
PO No :
Project No :
Project Name:

ModSpace Service Center

AL-Mobile
5350 Rangeline Rd.
Mobile, AL 36619
Contact: Emily McGough
Phone : (251)443-8784
Fax : (251)443-8790
Email : Emily.McGough@modspace.com

Delivery Address

Tony Dr., behind wolf bay lodge
Foley, AL 36535

Offer Type: Operating Lease

Only Modspace Offers You The Ultimate Confidence Pledge

Building Rental: DESM1260				
Asset # :				
<u>Quantity</u>	<u>Term</u>	<u>Frequency</u>	<u>Rental Each</u>	<u>Monthly Rental</u>
1	12	Monthly	\$700.00	\$700.00
Total Monthly Rental:				\$700.00
Additional Items				
<u>Quantity</u>	<u>Description</u>	<u>Rental Each</u>	<u>Rental Total</u>	
1	Personal Property Expense	\$42.00	\$42.00	
3	Step Rental	\$20.00	\$60.00	
<i>step platforms are meant for single doors, there will be a gap in between the 2 at the front door. customer responsible for closing gap. or building a platform.</i>				
Total Additional Monthly Items:				\$102.00
Delivery, Installation & Removal (One-Time Items)				
<u>Quantity</u>	<u>Service Description</u>	<u>Each</u>	<u>Total</u>	
<u>Delivery</u>				
2	Fuel Charge	\$18.00	\$36.00	
2	Transportation of Building	\$350.00	\$700.00	
<u>Installation</u>				
1	Building Installation	\$3600.00	\$3600.00	
<i>AL Code Set, includes State Decal.</i>				
1	Vinyl Skirting Installation	\$1400.00	\$1400.00	
<u>Modification</u>				
1	Install Wall Partition	\$1100.00	\$1100.00	
Setup and Delivery Charges:				\$6,836.00
<u>Remove</u>				
1	Building Dismantle	\$1800.00	\$1800.00	
1	Custom Modifications	\$500.00	\$500.00	
<u>Return Delivery</u>				
2	Fuel Charge	\$18.00	\$36.00	
2	Transportation of Building	\$350.00	\$700.00	
Dismantle and Return Charges:				\$3,036.00



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Total Monthly Rental:	\$802.00
Total Monthly Tax:	\$52.13
Total Monthly Amount:	\$854.13
Total One-Time Amount:	\$9,872.00
Total Tax on One-Time Items:	\$420.68
Total Amount Including 12 Month(s) Rent, Taxes, Delivery, Installation & Removal*:	\$20,542.24

Modular Space Corporation (dba "ModSpace"), 1200 Swedesford Road, Berwyn, PA 19312, CA Contractor License # 763309.

* If Building Return and Removal amounts are not specified, such items will be billed at current rates at time of termination. *

Tax rates vary and are determined by the state, local, federal and/ or provincial tax jurisdictions, they are subject to change at any time without notice. Taxes are estimated and will be finalized based upon either the actual delivery address or in accordance with the laws of the various jurisdictions.

If sales tax exempt, proof of exempt status is required and must be validated by ModSpace prior to contract finalization.

Prevailing/ Davis-Bacon Wage Applicable:

Badging or Access Requirements Applicable:

Union Labor:



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If providing your own insurance you must supply your agency information below:

I (the lessee) have insurance in accordance with section 9 of the lease agreement. I will deliver the required certificates of insurance to ModSpace prior to delivery of the leased equipment. Modular Space Corporation must be listed as "Additional Insured" with \$1,000,000 minimum liability coverage & "Loss Payee" to include the full insurance value. If I fail to deliver the required insurance certificates prior to delivery, I understand that Modular Space Corporation has the right to add both the Optional General Liability and Damage Waiver Program to my lease.

Agency Name: _____

Phone: _____

Signature: _____



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Installation items based on level, flat compacted surface not to exceed 6" slope within 100' or additional charges may apply. Additional items will be billed in the event site is not ready or for any reason ModSpace is not allowed to do their scope of work upon arrival at site.

This Offer is subject to ModSpace's credit approval of Customer. ModSpace does not warrant that the equipment meets any local or state code not specifically listed herein. Pricing quoted herein is open for Customer's acceptance for ninety (90) days from the date of this Offer and excludes all state and local taxes, fees, permits and utility connections (unless specifically stated otherwise). Equipment is subject to availability. Unless otherwise stated herein, all site services are to be performed by non-union labor at non-prevailing wage. Customer is to provide clear and unobstructed access for delivery and installation of the equipment by standard mobile transport delivery. Customer is responsible for site preparation including, without limitation, site preparation, grade alterations, water and snow removal, providing firm and level ground and the identification and relocation of utility lines prior to ModSpace's arrival at the site. ModSpace shall not be responsible for and assumes no liability for the fitness or adequacy of the site, including availability, relocation, or mark-out of utilities. Any Value Added Products or Services ("VAPS"), including, without limitation, storage containers, sanitary holding tanks, water delivery systems, portable toilets, wash stations, toilet trailers, septic tanks, generators, furnishings, security systems, steps or ramps quoted by ModSpace are provided strictly as a matter of convenience to the Customer. The Customer understands and agrees that ModSpace only serves as a billing agent for the third party vendor of the VAPS and assumes no liability therefor. By signing below, customer accepts the terms of this offer, leases the equipment identified herein, and agrees that such signature constitutes customer's acceptance of and agreement to the ModSpace Lease Agreement. Such lease, and customer's agreement thereto, is subject to ModSpace's standard terms and conditions located at

<http://www.modspace.com/resources/document-library/US20150216>. Customer may request a copy of the terms and conditions from a ModSpace representative. If customer has previously executed a master agreement with ModSpace, those terms and conditions shall govern the transaction. Such terms and conditions are incorporated as if fully set forth herein. Any customer purchase order or other customer-provided document purporting to replace, supersede or supplement the terms and conditions of the ModSpace Lease Agreement shall carry no force or effect except as an instrument of billing.



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By: _____
(Authorized Customer Signature)

By: _____
(Modular Space Corporation)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Purchase Order #: _____

Job Name: _____

ALL RIGHT, TITLE AND INTEREST OF MODULAR SPACE CORPORATION ("LESSEE") AND RESUN CHIPPEWA, LLC (AS SUCCESSOR BY CONVERSION TO RESUN CHIPPEWA, INC.) (THE "LESSOR") HEREUNDER HAS BEEN PLEDGED TO, AND ARE SUBJECT TO THE SECURITY INTEREST OF (i) BANK OF AMERICA, N.A., AS FIRST LIEN AGENT, PURSUANT TO THAT CERTAIN THIRD AMENDED AND RESTATED SECURITY AGREEMENT, DATED AS OF JUNE 6, 2011, BETWEEN THE LESSEE AND BANK OF AMERICA, N.A., AS FIRST LIEN AGENT, AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME (THE "FIRST LIEN SECURITY AGREEMENT") AND (ii) WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SECOND LIEN AGENT, PURSUANT TO THAT CERTAIN SECOND LIEN SECURITY AGREEMENT, DATED AS OF FEBRUARY 25, 2014, AMONG THE LESSEE, CERTAIN OF ITS AFFILIATES AND WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SECOND LIEN AGENT, AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME (THE "SECOND LIEN SECURITY AGREEMENT", TOGETHER WITH THE FIRST LIEN SECURITY AGREEMENT, THE "SECURITY AGREEMENTS"). NEITHER THE LESSOR NOR THE LESSEE SHALL HAVE ANY RIGHT TO TRANSFER ITS RIGHT, TITLE OR INTEREST HEREUNDER TO ANY PARTY EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE CREDIT AGREEMENT OR INDENTURE, AS APPLICABLE, REFERRED TO IN THE RESPECTIVE SECURITY AGREEMENT.



INDEMNITY AGREEMENT

This Indemnity Agreement ("Agreement") is hereby included and made a part of Modular Space Corporation d/b/a ModSpace ("ModSpace") quotation to and any subsequent award by _____ ("Customer") to perform work at _____. In the event of conflict the terms and conditions contained herein shall supersede those contained in any notice to proceed or subsequent contract ("Agreement").

Customer has requested ModSpace to perform certain work related to the installation of modular buildings ("Equipment"). ModSpace is solely relying on Customer's knowledge of the geographic area where the Equipment is to be installed including, but not limited to, seismic activity, possibility of high winds, tornadoes and flooding. ModSpace **recommends** that the Equipment be anchored to reduce damage to the Equipment, injury to occupants or other persons, and the property of third parties. In the event Customer declines ModSpace's installation of anchors, ModSpace will comply with Customer's refusal based on and in express and sole reliance on the representations and other terms and conditions set forth herein.

Customer acknowledges that ModSpace has not done and is not expected to perform any analysis, due diligence or investigation related to the appropriateness, installation or use of anchors, anchor straps or other anchoring products. MODSPACE MAKES NO REPRESENTATIONS, EXPRESS OR IMPLIED, AND SHALL HAVE NO LIABILITY OF ANY NATURE WHATSOEVER DUE TO CUSTOMER'S REFUSAL TO HAVE ANCHORS, ANCHOR STRAPS, OR OTHER ANCHORING PRODUCTS INSTALLED AT THE OR ATTACHED TO THE EQUIPMENT.

Customer agrees to indemnify, defend and hold ModSpace harmless from and against any and all loss, cost, expense, damage, penalty, obligation or liability whatsoever including, but not limited to, attorney's fees (collectively "Losses") arising from or claimed to be in connection with Customer's refusal to have anchors, anchor straps or other anchoring products installed at the site or attached to the Equipment. This indemnity shall survive the termination of the Agreement.

Company Name: _____

Authorized Signature: _____

Date: _____

Name & Title: _____

Modular Space Corporation

Authorized Signature: _____

Date: _____

Name & Title: _____

Corporate Headquarters - 1200 Swedesford Road, Berwyn, PA 19312 www.modspace.com



Save Time - One Call Setup

Everything you need on day one.

STEPS



- » OSHA-compliant
- » Slip-resistant treads
- » High-quality aluminum construction

RAMPS/DECKS



- » Aluminum or wood construction
- » Lightweight, durable and rust resistant
- » Configurations for almost any job site
- » Professional appearance

FURNITURE



- » One monthly bill for your building and furniture
- » Upgraded furniture packages available
- » Folding chairs and tables, desks, chairs, filing cabinets, drafting tables, refrigerators, etc.

HOLDING TANKS & HAND WASH STATIONS



- » Multiple tank sizes available for sink water and toilet waste
- » Removal service packages included
- » Available in most markets

SKIRTING



- » Adds a finished look to your building
- » Protects the underside from severe weather and animals
- » Reduces heating and cooling costs

MODSAFE JOB SITE STORAGE



- » Durable steel construction
- » 10 gauge steel lockbox prevents theft and you control the access
- » Shielded vents for increased airflow
- » Forklift pockets for easy on-site mobility

Our optional Commercial General Liability and Damage Waiver products protect your leased modular building at competitive rates.

GENERAL LIABILITY*

- » Covers third party liability of the building arising from use, occupancy, and/or maintenance of the leased modular building while at your location.
- » Covers bodily injury and property damage.

DAMAGE WAIVER*

- » Covers direct physical damage to the modular building.
- » Covers direct physical damage to attachments leased from ModSpace.

*For U.S. customers only. Some restrictions and/or exclusions may apply. Contact your local ModSpace sales representative for details.

Experienced ★ Local ★ Proven

World-class service you can count on, with guaranteed on-time delivery, and competitive pricing from 80 locations across North America.

Call today or visit us online: 800-523-7918 ModSpace.com

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