

1. APPLICABLE TERMS

All Proposals by RedGuard, LLC ("RedGuard"), all acceptances by RedGuard of Lessee's orders ("Acceptance"), and all performance of services by RedGuard are submitted or made subject to these Standard Terms and Conditions for LeaseFleet Building Rentals and Purchases ("Terms and Conditions") and all specific terms and conditions set forth in the Proposal issued by RedGuard (the "Proposal"). "LeaseFleet Building" is defined as one or more LeaseFleet blast-resistant buildings, VersaBilt, CoverSix Shelters, or Turnstile buildings, supplied to Lessee by RedGuard under an individual Proposal. Technical advice or field services may also be provided by RedGuard, as described in the Proposal or separately; any technical advice or field services provided will be subject to these Terms and Conditions. In the event of any conflict between the Terms and Conditions and the specific terms and conditions or the Proposal, the specific terms and conditions of the Proposal will control. Lessee by submission of a Purchase Order, acceptance of the Proposal, submission of initial payment required by the Proposal, or any other act in furtherance of requesting RedGuard to act in accordance with the Proposal, accepts and agrees to these Terms and Conditions, and waives any conflicting or additional provisions contained in Lessee's forms. Any provision, printed or otherwise, contained in any order, acceptance, confirmation, or acknowledgement issued by Lessee that is inconsistent with, different from, or in addition to these Terms and Conditions is hereby expressly rejected by RedGuard and will not be considered as part of the agreement between Lessee and RedGuard. All references to "Lessee" include the ultimate owner, if a different entity. All Purchase Orders are subject to review and Acceptance by RedGuard prior to performing any work.

2. REPRESENTATIONS OF LESSEE

Lessee represents and warrants to RedGuard, which representations RedGuard may rely upon, that

- (a) Lessee's acceptance of the RedGuard Proposal is authorized by appropriate act of Lessee and is executed by an individual authorized to bind Lessee;
- (b) the LeaseFleet Building will remain in the location specified in the Proposal during the duration of the lease term specified in the Proposal (the "Lease Term");
- (c) Lessee intends to use the LeaseFleet Buildings for a use permitted by law and as represented to RedGuard in the Proposal; (d) Lessee is financially able to complete its obligations of payment of the full lease payment; and (d) Lessee will adhere to recommendations and directions made by RedGuard for the installation, maintenance, and use of the LeaseFleet Buildings, will not modify or remodel the LeaseFleet Building in any way, will maintain the LeaseFleet Building in good condition, and notify RedGuard of any damage to the LeaseFleet Building, within 48 hours of the damage, during the duration of the Lease Term. In the event the LeaseFleet Building will be located on a third party's premises, Lessee will obtain advanced written approval that RedGuard may enter into the premises, and remove and retrieve the LeaseFleet Building from the premises at any time upon reasonable notice to the third party.

3. PAYMENTS

RedGuard will invoice Lessee and Lessee will make all payments in accordance with the schedule set forth in the Proposal or as set forth in this Paragraph 3, whichever applies. Where a specific date for payment is set, payment must be made on or before that date. Payment in full for each invoiced amount is a condition precedent to the performance of any further work by RedGuard. Should Lessee fail to make any payment as required, RedGuard, at its sole option, and without incurring any liability, may, upon reasonable notice to Lessee, enter the premises where the LeaseFleet Building is located (including on the premises of any third party), disconnect all utilities, and remove the LeaseFleet Building from the premises. In such an event, all remaining lease payments will be immediately due and payable to RedGuard. All payments not made when due will bear interest at One and one-half percent (1.5%) per month, Eighteen percent (18%) per annum (or the highest rate permitted by law, if lower) beginning thirty (30) days after the date payment was due until paid. All risk of loss of or damage to the LeaseFleet Building will transfer to Lessee at the time the LeaseFleet Building is delivered to the location where it will be installed. In all cases, title to the LeaseFleet Building remains with RedGuard. Given the customization and reconditioning required by RedGuard for each LeaseFleet Building, Lessee understands and agrees the minimum payment required will be equal to the amount stated in the Proposal regardless of whether Lessee elects to cancel the lease prior to the expiration of the Lease Term stated in the Proposal (the "Minimum Payment").

4. PROPOSAL PRICE LIMITATIONS

All prices quoted, unless otherwise specified in the Proposal, are based on a 28-day lease cycle and not on a calendar basis, do not include transportation charges, any federal, state, or local taxes (including, for example, sales or use taxes, VAT, GST, or transfer tax) or other governmental charges on labor or the production, shipment, importation, exportation, sale, installation, or use of the LeaseFleet Buildings covered by the Proposal. All such charges, whether or not paid by RedGuard, will be for the account of Lessee and Lessee agrees to pay all such charges. All crating, Packaging, freight, and crane charges are to be paid by Lessee unless otherwise specified in the Proposal. All price quotes expire thirty (30) days from the Proposal date, unless otherwise specified in the Proposal, and may be withdrawn or modified by RedGuard at any time before acceptance by Lessee. Unless otherwise stated in the Proposal, the Lease Term will begin on the date of delivery to Lessee's premises through the actual date of removal of the LeaseFleet Building from Lessee's premises by RedGuard.

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TOLL FREE	PHONE	MIDWEST OFFICE	GULF COAST OFFICE	SITE

5. SCHEDULE OF WORK

Placement of an acceptable Purchase Order by Lessee will release RedGuard to begin preparation of the LeaseFleet Building in accordance with the Proposal. If modifications to the LeaseFleet building(s) are required per Lessee's Purchase Order prior to delivery, Lessee is responsible for all costs incurred for such modifications. Lessee will pay for all additional costs incurred by RedGuard resulting from Lessee's delays, including, for example, failure to approve drawings promptly or to the necessary releases to purchase materials, and to proceed with fabrication, shipment, or installation. One and a half (1.5) hours of detention time is included in proposal transportation quote. Any time spent on site after that time period will be billed at \$75/half hour/truck. All delivery and completion dates, as specified in the Proposal are of critical importance; however time will not be construed to be "of the essence".

6. FORCE MAJEURE

In the event of any act, delay, or failure to act by a federal, state, or local government, war conditions, civil unrest or political disturbances, fire, flood, severe weather, high winds, or other natural disaster, labor troubles, strikes, lockouts, governmental action, inaction, delay, or restriction, or act of terrorism, or any other circumstances beyond the control of RedGuard, should prevent, curtail or delay the performance by RedGuard, then such non-performance or delay will not be considered a breach, and RedGuard will be excused while such condition or circumstances and its consequences prevail, and the time for RedGuard to perform hereunder will be extended accordingly.

7. CANCELLATION

After placement of an acceptable Purchase Order, the Lessee may cancel the order only upon written notice to RedGuard, which notice will be effective only upon actual receipt by RedGuard. In the event of cancellation, Lessee will be required to pay RedGuard a cancellation charge equal to the lead time or period required to prepare the LeaseFleet Building for Lessee multiplied by the lease rate stated in the Proposal, plus all costs associated with modifications, staging, and transportation arranged for the delivery of the LeaseFleet Building to Lessee, and the cost to close out all purchase orders issued to subcontractors and vendors of RedGuard for materials, services, and transportation related to the LeaseFleet Building.

8. WARRANTIES OF REDGUARD

If the LeaseFleet building is blast-resistant, RedGuard warrants that the LeaseFleet Building will: (i) meet or exceed the blast rating set forth in the RedGuard Proposal; (ii) be free from defects in materials and workmanship at the time of delivery to Lessee's location; (iii) be manufactured in accordance with RedGuard's engineering specifications; and (iv) meet the requirements stated in the American Petroleum Institute's Standard Practices 752 & 753 (the "RedGuard Warranty"). The RedGuard Warranty is void if Lessee performs any repair or modifications to the LeaseFleet Buildings or attempts to or otherwise relocates the LeaseFleet Building without the prior written consent or approval of RedGuard.

Correction of any non-conformance, in the manner provided above, will satisfy all obligations of RedGuard under the RedGuard Warranty with respect to the LeaseFleet Buildings. Unless otherwise stated on the RedGuard Proposal, any purchased pre-utilized LeaseFleet building includes a one hundred and twenty (120) day warranty from the date of purchase. Unless otherwise stated on the RedGuard Proposal, any purchased new manufactured building includes a one (1) year warranty from the date of purchase.

9. LIMITATION OF LIABILITY

a. EXCLUSION OF WARRANTIES: EXCEPT FOR THE EXPRESS WARRANTY PROVIDED HEREIN, REDGUARD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASEFLEET BUILDINGS, AND ANY RELATED TECHNICAL ADVICE OR FIELD SERVICES, PROVIDED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

b. EXCLUSION OF CONSEQUENTIAL DAMAGES: IN NO EVENT, WILL REDGUARD BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER ARISING UNDER WARRANTY, CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION, OR ANY OTHER CAUSE OR COMBINATION OF CAUSES WHATSOEVER.

c. DOLLAR LIMITATION: ANY LIABILITY OF REDGUARD OR ITS SUBCONTRACTORS OR VENDORS WITH RESPECT TO ANY CONTRACT, OR ANYTHING DONE IN CONNECTION HERewith, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, TECHNICAL ADVICE OR FIELD SERVICES REGARDING THE STORAGE, INSTALLATION, COMMISSIONING, START-UP ASSISTANCE, OPTIMIZATION, OPERATION, USE, MAINTENANCE, REPAIR OR REPLACEMENT OF ANY LEASEFLEET BUILDING, WHETHER ARISING UNDER WARRANTY, CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION, OR ANY OTHER CAUSE OR COMBINATION OF CAUSES WHATSOEVER, WILL NOT EXCEED THE MINIMUM PAYMENT.

d. EXCLUSIVE REMEDY: THE REMEDIES OF LESSEE ARE EXCLUSIVE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. LESSEE'S REMEDIES ARE LIMITED TO THE REMEDIES STATED HEREIN AND THESE REMEDIES SHALL NOT FAIL OF THEIR ESSENTIAL PURPOSE BECAUSE LESSEE IS LIMITED TO THE EXCLUSIVE REMEDIES PROVIDED HEREIN.

e. Provisions applicable to Owner: In the event Lessee and Owner are different parties, the following will apply: (1) Lessee will obtain from Owner, in favor of RedGuard, an agreement that Owner will be bound by the remedies extended herein; if Lessee does not do so, Lessee, will indemnify

RedGuard from and against all liability, damages, costs, losses, or expenses, including reasonable attorney fees, in excess of those remedies provided for herein. (2) Lessee will obtain from Owner, in favor of RedGuard, its subcontractors and vendors, a release from consequential damages to the extent stated herein; or if Lessee does not do so, Lessee will indemnify and hold harmless RedGuard from and against all liability, damages, costs, losses and expenses, including reasonable attorney fees, resulting from Owner's consequential losses of any nature.

f. Subrogation Rights: Lessee and Owner/User hereby waive the subrogation rights of their respective property damage and business interruption/extra expenses insurers in favor of RedGuard and its subcontractors. All liability of RedGuard and its subcontractors for damage to the property of Lessee will be subject to the limitations herein and limited to occurrences prior to the expiration of the warranty period.

10. GENERAL INDEMNITY

To the fullest extent permitted by law, Lessee will indemnify, defend and hold harmless RedGuard and its affiliated companies, and their respective directors, officers, managers, employees, agents, successors and assigns (the "RedGuard Group") from and against any and all liability, loss, damages, cost, expense, penalty, lien, award or judgment, including attorneys fees and court costs, arising out of or related to any claim, demand suit, or legal action, or proceeding of any nature, including without limitation personal injury, death, or property damage, or any combination, including to the LeaseFleet Building (collectively a "Claim"), made upon or against the RedGuard Group, or any of them, and caused by, or otherwise arises under or is related, directly or indirectly, to Lessee's installation, operation, use, maintenance, modification, repair or replacement of the LeaseFleet Buildings following delivery, any other action or omission of Lessee, its contractors, employees, borrowed servants, agents and representatives, or any other person for whom Lessee may be liable or Lessee's failure to observe and perform its obligations hereunder; provided, however, Lessee will not be required to indemnify the RedGuard Group to the extent a Claim arises out of the negligence, gross negligence, or willful misconduct of any member of the RedGuard. Lessee's indemnity obligations are in addition to any other rights available to any member of the RedGuard Group and will not be limited in any manner by the provisions of applicable workers' compensation, disability benefits, or other employee benefit statutes, nor by Lessee's obligation to procure and maintain insurance. The provisions of this Section will survive termination of the Lease Term.

No liens will be permitted to be placed on any LeaseFleet Building. Lessee will immediately take all action necessary to remove any lien and will indemnify and hold harmless RedGuard from and against any lien claims and any other costs and expenses related to any such lien.

11. RISK OF LOSS & INSURANCE

All loss or damage to the LeaseFleet Building from any cause during the Lease Term, including wind, fire, flood, theft, and comprehensive losses will be the sole risk and responsibility of Lessee. In case of total loss of LeaseFleet Building for which Lessee is responsible, such responsibility will include payment of an amount equal to the replacement value of the LeaseFleet Building.

Lessee is responsible for, and will procure and maintain at all times during the Lease Term, the insurance coverage specified in this Section and to furnish to RedGuard certificates of insurance at least ten (10) days prior to the date of delivery of the LeaseFleet Building. Such policies and certificates will certify that Lessee has and will maintain during the Lease Term, the following insurance coverage: (a) worker's compensation and employer's liability insurance, with limits of at least the statutory

minimum or \$1,000,000, whichever is greater; (b) primary, non-contributory commercial general liability insurance on an occurrence basis, including bodily injury and property damage coverage and contractual liability, with minimum limits of \$2,000,000 per occurrence and \$5,000,000 in the aggregate (non-contributory excess/umbrella policy may be utilized to meet aggregate limits); (c) physical damage insurance providing coverage for the LeaseFleet Building against ALL RISK PERILS in an amount no less than the full replacement value of the LeaseFleet Building; and (d) automobile liability and collision insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. All policies will be written with deductibles and other terms and by insurance carriers acceptable to RedGuard. All liability policies (other than workers compensation policies) and certificates will name RedGuard as an Additional Insured. All property insurance policies and certificates will name RedGuard as an Additional Insured/Loss Payee as its interests may appear. Lessee will also provide a waiver of subrogation against RedGuard with respect to the insurance required under subsections (b) and (c) above and provide evidence of such waiver in the certificate of insurance provided to RedGuard.

All policies and certificates will be endorsed to provide RedGuard with no less than (30) thirty days advance written notice of modification, cancellation, or expiration of the specified insurance coverage. RedGuard's insurance policies will be considered excess over all of Lessee's policies. Indemnification obligations by Lessee are in addition, and not an alternative, to the insurance coverage required, and Lessee's maintenance of the insurance coverage will not operate to waive any indemnification obligations. If Lessee fails to procure and maintain the required physical damage insurance coverage in accordance with this Section, RedGuard will have the right (but not the obligation), without notice and at Lessee's expense, to obtain the insurance coverage, and Lessee will pay the cost upon the terms set forth in RedGuard's invoice issued in accordance with the provisions of Section 3. To the extent Lessee may perform hereunder without obtaining the required insurance coverage, it will not operate in any manner as a waiver by RedGuard of its right to maintain any breach of contract action against Lessee.

12. PROJECT DOCUMENTS, INSTALLATION & REMOVAL

Any drawings, sketches, or other documents furnished by RedGuard, including the Proposal, are strictly for the stated one time use of Lessee and/or Owner as stated in the Proposal. The Proposal and all information contained in such documents are proprietary to RedGuard. Lessee will keep all information relating to the LeaseFleet Building in strictest confidence. Neither Lessee nor Owner may copy, publish, or otherwise disseminate the

Proposal or any drawings, sketches, or other documents furnished by RedGuard or their contents nor provide any other information relating to the LeaseFleet Buildings or the Proposal to any other party without the prior written permission of RedGuard. Lessee may not reverse engineer or attempt to reverse engineer any feature of a LeaseFleet Building.

Lessee will be responsible for preparing the pad site at the location for the installation and placement of the LeaseFleet Building, including all utility installation and connections, unless otherwise stated in the Proposal. The pad site must meet the minimum requirements provided by RedGuard. In the event of cancellation or termination of the Lease Term, Lessee will be responsible for disconnecting all utilities and preparing the LeaseFleet Building for removal by RedGuard, and Lessee understands and agrees that RedGuard will require a minimum of five (5) days from the date of termination or receipt of the written cancellation notice to arrange for and remove the LeaseFleet Building from Lessee's premises, have the same force and effect as personal service within the State of Kansas.

13. DEFAULT & REMEDIES

A default by Lessee includes, for example, Lessee's failure to make any payment on time, modifying the LeaseFleet Building, failure to notify RedGuard of any damage to the LeaseFleet Building within 48 hours of the damage, relocating the LeaseFleet Building on or removing the LeaseFleet Building from the specified location, failure to maintain the LeaseFleet Building, breach of any provision of the Purchase Order, Terms and Conditions, or the Proposal, or Lessee enters bankruptcy or receivership. Upon default by Lessee, the obligations of RedGuard will terminate completely and automatically. All amounts due RedGuard under the Proposal will be immediately due and payable. In addition, Lessee will be responsible for all costs and expenses incurred by RedGuard as a result of exercising its rights, including reasonable attorney fees, court costs, and collection costs.

14. NON-ASSIGNABILITY

Neither party may assign their rights and obligations under any Purchase Order issued by Lessee without the prior written consent of the other party. Lessee may not sublease any LeaseFleet Building to any third party without the prior written consent of RedGuard.

15. NOTICES

Any consent, agreement, or notice required or permitted to be given or made by one of the parties hereto to other party will be in writing and in the English language and will be delivered in person, United States Postal Service, email, or by Federal Express (or other recognized international courier service requiring signature upon receipt), and receipt is verified. Such notice will be effective upon receipt. Addresses and designated contact names will be set forth in the Purchase Order or Proposal and such addresses and designated contact names may be modified from time to time, by written notice to the other party, given in the aforesaid manner.

16. SEVERABILITY

It is intended that each provision of these Terms and Conditions will be viewed as separate and divisible, and that in the event any provision is held to be invalid, the remaining provisions will continue in full force and effect.

17. BINDING UPON SUCCESSORS

These Terms and Conditions will be binding upon and inure to the benefit of the parties hereto and their heirs, successors, administrators, and assigns as herein provided. No third party is nor will be construed as a beneficiary of any provision of the Proposal, the Purchase Order, or these Terms and Conditions, or any LeaseFleet Building provided by RedGuard.

18. MODIFICATION & WAIVER

No change, modification, or waiver to any terms or scope of any order will be binding and valid unless it is accepted in writing and signed by an authorized representative of RedGuard. No waiver of any of the provisions of the Purchase Order, the Terms and Conditions, or the Proposal will be deemed or constitute, waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver.

19. PRIOR AGREEMENTS

These Terms and Conditions supersede and replace all prior agreements, representations and warranties (including without limitation, implied warranties of merchantability or fitness for a particular purpose), written or oral, with respect to the LeaseFleet Building to be provided by RedGuard.

20. CAPTIONS

The captions set forth herein are for convenience only and have no binding effect nor will they be considered in interpreting these provisions.