

RENTAL AGREEMENT – TERMS AND CONDITIONS: Equipment East LLC (“Lessor”) agrees to lease the equipment referenced in the rental agreement to the Lessee for exclusive use at the location stated on the rental agreement and at no other location, upon the terms and conditions stated herein. Lessor’s obligation to perform under this agreement is conditioned on Lessee’s compliance with the terms hereof.

1. Lease term/charges: The lease term shall commence on the date of delivery of the equipment to the Lessee. Except as otherwise provided herein, rent shall continue to accrue until the date said equipment is returned to Lessor’s place of business. Lessee’s receipt and acceptance of the equipment constitutes acknowledgement that the equipment has been examined, is operable under ordinary working conditions, is in good condition and repair and is fit for its intended use. If Lessee contends otherwise, Lessee must notify Lessor by registered mail, return receipt requested within three days of receipt of the equipment. **Lessee shall not move the equipment from the location where it was delivered without the written consent of Lessor.** Lessee shall during the term of this agreement pay any and all taxes, assessments or other charges levied upon said equipment and any sales, use or other tax which may be imposed by state law on this transaction, and shall comply with all laws relating to the operation of said equipment at his own expense. The rent for the equipment herein leased shall be exclusive of sales and/or use tax, insurance costs, maintenance costs and other costs, expenses and charges of Lessee specified below, in advance, for a term specified in the agreement. All transportation charges from point of delivery to destination and return charges to the point of delivery are to be paid by Lessee. Lessor shall send invoices with payment terms of net 30 days on a 28-day billing cycle. Invoices beyond the Net 30 Day terms are subject to 1.5% monthly or 18% annual service fee. Lease payments shall be made by Lessee at Lessor’s place of business and shall be due on the same day of each month for the full rental term. Any alterations or modifications of the equipment that are required at any time during the initial term of this lease or any renewal term, to comply with any applicable law or any governmental rule or regulation, or otherwise shall be made at Lessee's expense. Hydraulic hammers rented with excavators will incur a moil point charge per inch based on the per inch of usage. Lessee agrees that its obligations hereunder are absolute, unconditional and are not subject to abatement, reduction, setoff, defense, counterclaim, or recoupment for any reason whatsoever, including breakdown of, or other shortcomings of the equipment, any actual or alleged claim or right of setoff or recoupment that the Lessee may have against the Lessor or against the supplier, manufacturer or dealer of the equipment. Damages to the equipment other than a total loss, will not abate or excuse Lessee’s obligation to make payments. Should Lessor at its option, make any payment on behalf of Lessee or incur any expense attributable to or payable by Lessee, Lessee shall reimburse Lessor therefore on demand. Lessee agrees that the obligations undertaken herein by Lessee are for the purpose of furthering Lessee’s income-producing business activity. At all times during normal business hours, Lessor shall have the right to inspect the equipment or observe its use and shall have the right to enter the premises where the equipment is located for such purpose. Any use of the equipment by Lessee beyond the term of this lease shall at the option of Lessor be deemed to be an extension of this lease on a month-to-month basis only, and all obligations of Lessee hereunder shall continue during such holding over. During any such holding over, Lessor may terminate such lease and take possession of the equipment upon demand. If Lessee purchases said equipment, this lease shall be deemed terminated and rent shall cease to accrue on the date of such purchase.

2. Hours of usage/minimum rental: In the event that the equipment is not retained for the full rental period, Lessee acknowledges that the equipment is rented for a MINIMUM OF ONE DAY and the rental shall be in accordance with the usual rates for this period. Lessee agrees not to use the equipment more than the hours specified in the Rental Agreement or if not specified no more than eight (8) hours in any one day nor more than five (5) eight (8) hour days in any one week nor more than twenty (20) eight (8) hour days in any one twenty-eight (28) consecutive day period. Lessee agrees to pay additional compensation for any extra hours beyond those previously stated. Rental equipment is not available for rent on an hourly basis, the minimum charge is the applicable daily

rate. Seasonal snow rentals are subject to the printed comments on the Rental Contract Agreement, unless otherwise stated.

3. Default: Lessee agrees that any one or more of the following events constitutes default: (a) failure to pay promptly any rental installment or any other amount due hereunder; (b) failure to perform any of the agreements to be performed by Lessee as provided herein; (c) Lessee becomes insolvent, files for or is forced into bankruptcy, or placed into receivership under any federal or state law; (d) Lessee moves the equipment from the location where it was delivered without the written consent of Lessor; (e) Lessee attempts to, or does, sell, transfer, assign or sublet the equipment or any interest in this lease or offers the equipment or any interest in this lease as security or collateral; (f) the equipment is, in the sole opinion of Lessor, being used beyond its capacity or in any manner improperly cared for, abused or misused then in each such event the Lessor, at its option may, without notice, repossess the equipment without legal process. In the event of such repossession, the total unpaid rental for the entire rental period, plus any other unpaid rentals, shall become immediately due and payable by Lessee together with the costs and expenses of such repossession, including the Lessor's reasonable attorney's fees and costs, together with interest on all of the foregoing at the highest rate permitted by law. The above remedies shall not be deemed exclusive. Waiver of any default herein is not a waiver of any other or subsequent default. The rights and remedies of the Lessor under this lease are cumulative and are not alternative. The rights and privileges of Lessor under this lease shall inure to the benefit of its successors and assigns. Lessee shall pay Lessor all costs and expenses, including attorney's fees, incurred by Lessor in exercising any of its rights or remedies hereunder, whether or not suit is commenced. This lease shall be governed by and construed under the laws of the state of Lessor's place of business from which the equipment was delivered.

4. Disclaimer of warranties: Lessor is not the manufacturer of the equipment nor the agent of said manufacturer. Lessor makes no warranties either express or implied, including without limitation any warranty of merchantability or fitness for any particular purpose, with respect to the equipment unless made herein in writing. There is no warranty that the equipment is suited for Lessee's intended use, or that it is free from defects or contaminants. Lessor does not undertake any responsibility with respect to the ordering, manufacturing, purchase, delivery, assembly, installation, testing, operation, or servicing of the equipment. If, in the good faith opinion of Lessor, there is any material discrepancy between the equipment as described herein and the equipment as delivered, then Lessor shall at its option, within 30 days after the Lessee gives written notice of such discrepancy or noncompliance: (a) correct such discrepancy either on site or at Lessor's place of business; (b) replace the equipment; or (c) terminate this lease. Lessor shall have no obligation hereunder to Lessee unless such discrepancy or noncompliance is of a type which reasonable inspection and testing would have revealed. In case of termination of this lease by Lessor as a result of such discrepancy or noncompliance, Lessee shall be liable for rent through the date of termination together with transportation charges for the return of said equipment to Lessor's place of business from which the equipment was delivered.

5. Limitation of liability: In no event shall Lessor be liable to Lessee, nor shall Lessee have any right of set-off or recoupment, for any loss, damage, or expense (including, without limitation, any incidental, special, punitive or consequential damages) of any kind caused or related to the use, inability to use, or attempted use of said equipment or any failure, defect or noncompliance in or with the equipment or any replacement parts, or any action or inaction, performance or nonperformance by the Lessor hereof or in connection with the transaction contemplated herein. The foregoing exclusion of liability shall apply regardless of whether such liability is asserted to arise from breach of contract, negligence, strict products liability, or other tort or breach of legal duty. Lessee agrees the Lessor shall not be liable for any property damage or for any personal injury, including death, sustained or suffered by any person, firm, entity or corporation in connection with the operation or installation of the equipment,

nor for any loss, delay or damage resulting from defects in, accidental breakage of, or inefficiency of said equipment. Lessee hereby acknowledges that Lessor has offered for rent safety equipment or devices that attach to the equipment and Lessee hereby release and discharges Lessor from any and all liability which Lessee might hereafter claim against Lessor by reason of Lessor's failure to advise Lessee of the availability of safety equipment or devices.

Indemnity/Hold Harmless: TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR AND ANY OF ITS OFFICERS, MEMBERS, MANAGERS, AGENTS, SERVANTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE OR COSTS, INCLUDING BUT NOT LIMITED TO, LEGAL FEES, LOSS OF PROFIT, BUSINESS INTERRUPTION OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES RELATING TO PROPERTY DAMAGE, BODILY INJURY OR DAMAGES RELATING TO WRONGFUL DEATH ARISING OUT OF OR RELATED TO THE INSTALLATION, OPERATION, USE, POSSESSION OR RENTAL OF THE EQUIPMENT. THIS INDEMNITY ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST LESSOR BASED ON STRICT OR PRODUCTS LIABILITY THEORIES. LESSEE EXPRESSLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT BE AFFECTED OR DIMISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY LESSEE ENJOYS FROM SUITS BY ITS OWN EMPLOYEES. THE DUTY TO INDEMNIFY SURVIVES THE TERMINATION OF THE RENTAL AGREEMENT.

6. Title: Lessor shall always retain title to the equipment during the term of this agreement. Lessee shall not permit any security interest in or any other lien on said equipment or permit anything to be done to impair the title of Lessor. Lessee shall at its own cost and expense protect and defend Lessor's title and/or interest in the equipment against the claims and demands of all persons claiming by, through or under Lessee. Lessee agrees not to remove or permit to be removed any serial number, model, name, or other indication showing ownership. Lessee authorizes Lessor or its assigns to file a financing statement signed only by Lessor or its assigns in all places where necessary to perfect Lessor's security interest in the equipment in all jurisdictions whenever such filing is permitted by law. Lessor is hereby authorized, at Lessor's option, to insert herein the serial numbers of the equipment and other identifying marks or similar information. For the sole purpose of resolving any conflict of law issue with respect to filing or recording hereof, it is declared and agreed that this lease shall be deemed to be effective when the equipment is delivered at the address specified in the rental agreement and that questions of filing or recording shall be determined by the law of the state of delivery. Lessee agrees to execute any instrument necessary for filing or recording upon request from Lessor. The equipment shall always remain personal property of Lessor regardless of the degree of its annexation to real property. The equipment shall not by reason of any annexation to personal property become a part thereof.

7. Lessee's duties: Lessee is responsible for all service to the equipment and will furnish records of such service upon request unless otherwise specified herein. Lessee agrees at its own cost and expense to keep said equipment in good working condition and repair during the term of this agreement and to return it to Lessor in as good condition as received, normal wear and tear in the hands of a competent operator excepted. Lessor to be the sole judge in determining normal wear and tear. Lessee agrees to supply a competent operator to operate said equipment. For purposes of this agreement, a competent operator is one who may reasonably be expected to operate the equipment without causing damage to the equipment and without inflicting physical injury to himself or any other person because of his inability, inexperience or negligence. Lessee shall not make any material alterations to the equipment without the prior written consent of Lessor. From the time the equipment is delivered to Lessee until it is returned to Lessor, Lessee shall use and preserve the equipment in a careful, proper and lawful manner and shall be responsible for any loss or damage thereto from any cause whatsoever. Labor charges for repairs to the equipment will be billed at the current hourly labor rate at the time the repair is made, including but not limited to installation and removal of attachments and installation, removal and/or changing of screens. Lessee agrees that all equipment, parts, additions, attachments, accessories, and repairs at any time made to or placed upon the equipment shall

become the property of Lessor. Lessee agrees to exercise reasonable care of the tires on the equipment. The expense of repairing cuts and breaks in a tread or sidewall of any tire(s), or replacement when a tire(s) is damaged beyond repair, by accident or negligence, will be borne by Lessee. If the parties hereto cannot agree to the necessity of tire repairs or replacements, the parties hereto will be bound by the decision of a representative of a nationally recognized tire manufacturer. Tires shall be in a recappable or better condition at the completion of the rental period. At the termination of the rental period, Lessor as a result of lost hours of use on the replaced tire(s) shall credit the Lessee for the added percentage of tread remaining. Lessee will be charged for equipment returned with less fuel than when delivered at a rate of \$6.50 per gallon. Lessee agrees to keep said equipment and Lessee's interest under this agreement free and clear of all liens and encumbrances and further agrees not to sublease the equipment or offer it for hire. Lessee shall, if at any time requested to do so by Lessor, affix in a prominent position, plates, tags, or other identifying labels showing ownership of the equipment by Lessor. Lessee shall not incur for Lessor's account or liability any expense whatsoever without Lessor's prior written consent. Lessee shall immediately notify Lessor of any accident, personal injury or property damage connected with the equipment or its use, including the time, place, and nature of the accident and the extent of the damage to the equipment and in the event of any such accident, personal injury or property damage, Lessee agrees to cooperate with Lessor and any insurer of the equipment. Upon the expiration or termination of this Agreement, Lessee, at Lessee's sole expense, shall remove, crate and return the equipment in proper manner, freight and insurance prepaid, unencumbered to Lessor at the place where the rent is paid, or to such other place as Lessor may designate. Lessee will, at its expense, promptly and duly execute and deliver to Lessor such further documents and assurances and take such further action as Lessor may from time to time request in order to more definitively effect the intent and purpose of this lease and to establish and protect the rights, interest, and remedies intended to be created in favor of Lessor hereunder. Lessee acknowledges that the equipment is stock in trade of Lessor and available for resale by Lessor to a third party at any time during the term of this agreement. Therefore, Lessee agrees that upon notice from Lessor that the equipment has been sold, Lessee shall immediately surrender the equipment to Lessor and accept from Lessor, as a substitute, a comparable or superior piece of equipment. With respect to such substituted equipment, this agreement shall continue in full force and effect.

8. Assignment: Lessor reserves the right to assign its interest in this agreement without Lessee's consent and Lessee agrees that such assignee may succeed to and be entitled to exercise all the rights of Lessor. Such assignee's rights shall be free from all defenses, offsets, setoffs, recoupments, or counter claims which Lessee may be entitled to assert against Lessor. No such assignee shall be obligated to perform any duty, covenant, or condition required to be performed by Lessor under the terms of this agreement.

9. Environmental impact: Lessee agrees to indemnify, defend and hold harmless the Lessor, its agents and representatives from and against any charges, fines, fees, penalties, violations, costs and/or attorney fees that may arise out of the use or storage of the equipment that results in the spillage, leakage or infiltration of hydraulic fluids, oils or other contaminants, no matter the cause of such infiltration. Lessee assumes all risk and liability for all loss of or damage to the equipment and all loss, damage, claims, penalties, liability and expenses, however arising from or incurred because of the use, environmental impact and/or storage of said equipment.

10. Notices: Any notice required to be given by Lessee or Lessor hereunder shall be deemed adequately given if sent by registered or certified mail to the other party at the address stated herein, or at such other place the parties may designate.

SEE FURTHER RENTAL TERMS AND CONDITIONS REGARDING LOSS DAMAGE WAIVER AND INSURANCE REQUIREMENTS ATTACHED HERewith

RENTAL AGREEMENT TERMS AND CONDITIONS REGARDING LOSS DAMAGE WAIVER AND INSURANCE REQUIREMENTS

1. What is a Loss Damage Waiver?

The Loss Damage Waiver ("LDW") allows the Lessee to reduce their potential financial responsibility for rental equipment that is lost or damaged. **The LDW is NOT insurance.**

2. How much does the LDW cost?

The LDW cost is 15% or (current %) of the rental amount and will be applied at the start of the initial rental term and at the start of all renewal terms on the rental of all equipment, except crusher and screeners. The LDW is not applied to the purchase of equipment, delivery charges, fuel or taxes. **Crushing and Screening rental equipment requires Lessee to provide a valid certificate of insurance in accordance with the provisions of paragraph 8 below.**

3. Can I decline the LDW?

Yes, the Lessee can decline the LDW, if Lessee provides proof of insurance in accordance with the provisions of paragraph 8 below. The LDW can only be declined prior to the commencement of the rental.

4. What is not covered under the LDW?

The Lessee must take reasonable measures to protect the equipment from loss and damage.

NEGLIGENCE AND ABUSE ARE NOT COVERED. If in Lessor's sole opinion, damage and/or loss was due to Lessee's **negligence or abuse**, Lessee is solely responsible for the cost to restore the equipment back to the condition it was in at the start of the rental or if damaged beyond repair or stolen, the price of the equipment.

Exclusions from the LDW that are Lessee's responsibility will be billed to the Lessee directly, and include but are not limited to: (a) damage caused by exceeding or overloading the rated capacity of equipment; (b) damage from lack of normal servicing of equipment; (c) loss or damage associated with vandalism, malicious mischief, theft or conversion of equipment not documented by the Lessee's prompt filing with applicable public authorities (with an immediate written copy to Lessor of a formal written report); (d) wrongful conversion by Lessee in possession of the equipment or by Lessee's employees or persons to whom the equipment is entrusted; (e) loss or damage caused by the use of the equipment in violation of any terms of the rental agreement; (f) loss or damage caused by failure to keep the equipment in a secure area; (g) loss or damage resulting from dishonest or criminal activity of Lessee or its authorized representative; (h) loss or damage that was or should have been expected due to an extraordinary application or use of the equipment; (i) damages or loss associated with use or operation of equipment by a person other than qualified employees of the Lessee, including damages to or loss of equipment loaned to a third party; (j) loss or damages resulting from exposure to radioactive, contaminated or other hazardous material; (k) normal wear items, including, but not limited to, hoses, tires and undercarriages; (l) damage from failure to properly lubricate equipment as directed by manufacturer requirements or representatives of Lessor, (m) broken glass, broken mirrors, tire damage.

5. What are Lessee's obligations if the equipment suffers loss or damage while in Lessee's possession?

Lessee must contact Lessor within 24 hours to report any damage to the equipment. Failure to timely report loss or damage to the equipment will result in the denial of coverage under the LDW. In the event of theft or vandalism, Lessee must immediately file a police report and a copy of the report must be immediately provided to Lessor. Failure to report theft or vandalism to the police, will result in the denial of coverage under the LDW.

6. How does coverage under the LDW work?

Loss and/or damage under the LDW is covered on the following basis: 1) damage that is equal to or less than the first 25% of the insurance value of the equipment is fully covered by the LDW with no monetary responsibility to the Lessee;
2) damage that exceeds 25% of the insurance value of the equipment is split between the LDW and Lessee equally.

For example, if a piece of equipment has an insurance value of \$75,000 and sustains \$38,000 in damage, the damage that equals the first 25% of the insurance value (i.e. \$18,750) is covered by the LDW. The remaining damage of \$19,250 is split evenly between the LDW (i.e. \$9,625) and the Lessee (i.e. \$9,625).

7. If the equipment has an insurance value of more than \$100,000 can I still elect the LDW?

Yes, you may still elect to pay for LDW for rented equipment with value of more than \$100,000 except Crushing and screening equipment.

8. What are the insurance requirements for crushing and screening equipment and/or for equipment in which Lessee wishes to waive the LDW?

Any rented equipment (except Crushing and Screening equipment) for which Lessee wants to decline the LDW, Lessee must provide a certificate of insurance that includes inland marine coverage, equipment floater and/or leased and rented equipment coverage for the rented equipment from a company satisfactory to Lessor, naming Lessor as an additional insured and loss payee with respect to the equipment that is subject to this rental agreement. Said certificate shall prohibit cancellation or amendment unless thirty days prior written notice is given to Lessor. Lessee shall insure the equipment to cover damage occasioned by all risks of direct physical loss or damage that may occur during the rental **in an amount equal to the insurance value as determined by Lessor**. Lessee shall also provide proof of comprehensive general liability public insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, unless larger limits are required at Lessor's discretion. This coverage shall include blanket contractual liability coverage insuring Lessee's indemnification obligations under this lease, broad form property damage liability and personal injury liability coverage extensions, that include X, C and U exposures.

9. What if the equipment suffers loss or damage while in Lessee's possession and Lessee's insurance carrier denies coverage for the loss or damage?

If for any reason, Lessee's insurance carrier does not cover loss or damage to the equipment that occurred while the equipment was in the care, custody or control of Lessee, Lessor will submit the claim to its own insurer and Lessee is responsible to pay the Lessor's insurance deductible arising from the damage claim.

Entire agreement: This Rental Agreement, including the Rental Agreement Terms and Conditions Regarding Loss Damage Waiver and Insurance Requirements, constitute the final, complete, and exclusive agreement between the parties. By accepting delivery of the equipment, Lessee agrees to be bound by the rental agreement and the terms and conditions, including the loss damage waiver and insurance terms and conditions. Lessor shall not be bound by any agreement or representation(s) relating in any way to this transaction, which is not contained in this agreement. No variation or modification of this agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by Lessor and Lessee.