

REIC RENTALS, LLC
MASTER EQUIPMENT RENTAL AGREEMENT

THIS MASTER EQUIPMENT RENTAL AGREEMENT ("Agreement"), is made as of made as of _____, 20___, between **REIC RENTALS, LLC**, a Delaware corporation as well as its affiliates and subsidiaries (collectively, ("REIC") with its principal place of business located at 7800 E Union Ave, Suite 550, Denver, CO 80237 and with a telephone number of _____ and _____ ("Customer") with its principal place of business located at _____ and with a telephone number of _____.

1. Master Equipment Rental Agreement. This Agreement establishes the terms and conditions on which Customer may, from time to time, rent and lease from REIC, and which REIC may, from time to time, rent and lease to Customer, certain equipment, as described in the Rental Rate List, which is attached hereto as Exhibit A (collectively, the "Equipment"). Rental rates do not include applicable taxes. REIC shall collect and remit all applicable taxes and shall separately state such taxes on all invoices. Customer shall pay all license fees, registration fees, assessments, duties, and taxes that may now or hereafter be imposed upon the possession, lease or use of the Equipment, excepting only those based on REIC's net income or exempted by law. Customer shall promptly notify REIC of the receipt of any tax notices, tax reports or inquiries or notices from taxing or other authorities concerning taxes, fees, or assessments. Customer shall pay all license, permit, certification or safety inspection/ hazmat fees or taxes imposed upon or with respect to the sale, installation, storage, transport or use of the Equipment.

2. Term of Master Equipment Rental Agreement. Subject to the terms of Section 5 below, this Agreement shall continue in effect until 1) either party terminates the Agreement without cause by providing not less than sixty (60) days prior written notice of termination to the other party hereto; 2) REIC declares an Event of Default hereunder by Customer; or 3) by mutual written agreement; provided, however, no termination of this Agreement shall release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, accruing prior to the date of such termination. The termination of this Agreement does not affect any on-going Leases unless the Agreement is terminated due to an Event of Default and then solely at REIC's discretion.

3. Ordering. If Customer desires to lease Equipment from REIC, Customer will order the Equipment in writing using a Rental Quote Form (Exhibit B) sent to REIC. Customer shall specify in such Order the Equipment to be leased and the location to which the Equipment is to be delivered to Customer (at Customer's cost) or if the Equipment will be picked-up by Customer at REIC's rental facility. The Rental Quote Form will outline the specifics for each individual project or Equipment rental; however, all Rental Quote Forms will still operate under the terms and conditions of this Agreement. All Rental Quote Forms are subject to Equipment availability. In the event Equipment included in a Rental Quote Form is later determined by REIC to be unavailable, REIC shall give written notice of the Equipment's unavailability and of the termination of the Rental Quote Form as to the unavailable Equipment to Customer, with no damage or penalty to be paid to Customer by REIC.

4. Delivery/Pickup Upon the delivery or release of the Equipment to Customer, Customer may require an inspection thereof by a qualified inspector. If Customer does not inspect the Equipment before it is loaded for transit, then Customer is conclusively deemed to have accepted that the Equipment is in good running order without broken or worn out parts and is in a clean and unmarred condition. Prior to delivery, Customer shall sign an Acceptance Certificate in the form attached hereto as Exhibit C. Customer must have an authorized agent available to sign a bill of lading upon delivery of the Equipment by the carrier. If no agent is available at the time of delivery, Customer authorizes REIC's employee to execute the bill of lading as Customer's agent and such execution shall be deemed an acceptance of the condition of the Equipment upon delivery and for all losses occurring to the Equipment thereafter while in Customer's possession. Additionally, Customer authorizes REIC to deliver Equipment to Customer's worksites without Customer being present and accepts responsibility for such Equipment upon delivery.

5. Return of Equipment/Recall. Customer shall return the Equipment to REIC to the location specified in the Acceptance Certificate and shall return the Equipment in the same good and clean condition and working order as it was originally delivered to Customer, excepting only ordinary wear and tear. Customer shall pay REIC a reasonable cleaning charge for Equipment returned in excessively dirty condition. Upon the return of the Equipment to REIC, Customer shall again execute an Acceptance Certificate. Equipment that is destroyed, lost, stolen, taken by government or damaged beyond repair shall be paid for by Customer at its then-current list price. All repair costs will be borne by Customer. If applicable, all Equipment shall be returned with fuel and fluids levels at their original levels as of the commencement of the Lease or Customer will be charged at REIC's then-current fuel rate plus a 20% service charge (plus any applicable taxes).

In the event that Customer has not returned the Equipment, REIC shall charge Customer the full rental rate, plus applicable taxes, for each day thereafter until the Equipment is returned. If at any time REIC deems, in its sole discretion, itself or the Equipment insecure or at risk, REIC may enter Customer's premises or the location of use immediately and remove the Equipment without being required to first obtain a court order, and Customer hereby unequivocally and irrevocably grants its permission for REIC to do so. REIC may recall any or all Equipment upon thirty (30) days written notice to Customer, and Customer may return any or all Equipment upon like notice to REIC, as soon as possible. In the event of a manufacturer or REIC recall, Customer shall remain responsible for any loading, unloading, and transportation costs. Customer shall pay the cost of inspection and maintenance of the Equipment upon return of the Equipment to REIC.

6. Installation. Upon request, REIC shall provide a service technician to advise Customer regarding initial installation and operation for the fee(s) and/or charges set forth in the Rental Quote Form. Customer shall install and operate the Equipment in a careful and proper manner consistent with industry best practices and any guidelines or instructions provided by the manufacturer or REIC.

7. Service Calls. Any visit to the delivery site by REIC Service Personnel after the installation date shall be billed at prevailing time and material cost unless deemed a REIC covered issue. If REIC personnel determine that the basis for the service call is due to faulty Equipment or installation, REIC will credit back the fee charged. However, any relocation of the installed Equipment, change in fuel source hookup or failure by Customer to properly ventilate the Equipment or to leave Equipment on maximum settings without physical inspection and monitoring daily by Customer, shall be conclusive evidence of damage to Equipment caused by Customer.

8. Leases. Once the Equipment has been delivered or released to Customer, all of the terms and conditions herein contained, and all terms and conditions contained in the Acceptance Certificate for such Equipment, shall constitute the agreement between the parties with respect to such Equipment (each, a "Lease" and collectively, the "Leases"). The term of the Lease shall commence on the date the Equipment is delivered or released to Customer in accordance with the terms hereof and shall terminate on the date that is the later of (i) the date specified in the Acceptance Certificate, or (ii) the date such Equipment is returned to REIC. Customer cannot stop rent on any date earlier than the date on which it returns the Equipment to REIC. Notwithstanding any of the foregoing, this Agreement shall continue to govern any Leases while such Leases remain in effect and until the Equipment is returned to REIC in accordance with the terms hereof.

9. Rental Payments. Unless otherwise specified in the Acceptance Certificate, the rental rates for the Equipment shall be as set forth on the Rental Rate List, as the same may be adjusted in accordance with the terms hereof (the "Rental Payments"). REIC shall have the right to amend the Rental Rate Schedule from time to time by providing a copy of such amended Rental Rate List to Customer. Such amended Rental Rate List shall be effective and shall supersede each prior Rental Rate List for all Leases (as defined below) entered into after the date of such delivery. Unless otherwise specified in the Acceptance Certificate, the Rental Payments shall be due and payable monthly, with the initial payment due upon delivery of the Equipment, and on the first day of each month thereafter. Such Rental Payments shall be due and payable each month until the Equipment is returned to REIC in accordance with the terms hereof. Any Rental Payments that are more than thirty (30) days past due, will accrue interest at the rate of one and one-half percent (1½%) per month. The Rates, Rental Payments and Lease Term are established on the basis of the Equipment being used or operated for no more than eight (8) hours per day, five (5) days per week and twenty-two (22) days per month. In the event the Equipment is used or operated for more than eight (8) hours per day and/or forty (40) hours per week and/or one hundred seventy-six (176) hours per month, Customer shall pay additional rent to REIC for each additional hour at the rate of one-eighth (1/8) of the Daily Rate.

10. Security Deposit. [] If checked here or requested by REIC, as security for the prompt and full payment of the rent, and the faithful and timely performance of all provisions of this Agreement, and any extension or renewal thereof on its part to be performed, Customer shall deposit with REIC the greater of one month's rent

or \$ _____ (“Security Deposit”) with each accepted Acceptance Certificate. In the event of any default by Customer herein, REIC shall have the right, but not the duty, to apply said security to the curing of such default. Any such application by REIC shall not be a defense to any action by REIC arising out of the Security Deposit and, upon demand, Customer shall restore the Security Deposit to the full amount set forth above. Upon the expiration of this Lease or any extension or renewal thereof, provided Customer has paid all of the rents and fully performed all of the other provisions of this Lease, REIC shall return to Customer, without interest, any remaining balance of the Security Deposit.

11. Expenses, Fees and Taxes. In addition to the Rental Payments, Customer shall pay, promptly when due, all costs, expenses, fees, charges and taxes incurred in connection with the use and operation of the Equipment. Such costs and expenses include, without limitation, fuel, oil, grease, repairs, maintenance, tires, tubes, storage, parking, tolls, fines, towing and servicing. Such taxes for which Customer is liable hereunder means all taxes, regardless of whether such taxes are imposed upon Customer or REIC, and expressly including, without limitation, fuel taxes and mileage taxes. Such taxes shall not include federal, state and local taxes imposed upon REIC based on gross or net income of REIC or taxes in lieu thereof, withholding taxes, franchise taxes, gross receipts taxes, single business taxes, and capital and net worth taxes. If Customer fails to pay any of the costs, expenses, fees, charges and taxes for which Customer is liable hereunder, REIC may, but shall not be required to, pay the same for the account of Customer. Customer shall reimburse REIC, upon demand, as so much additional rent hereunder, for the full amount of any costs, expenses, fees, taxes or other charges paid by REIC that constitute an obligation of Customer hereunder.

12. Fuel Use. Fuel stored in site tanks or Equipment is solely-owned by Customer. Furthermore, there are no refunds for any fuel that may be pumped out or remaining in the tanks/cylinders of Equipment when REIC retrieves them and Customer is responsible for all fees and costs associated with pumping out remaining fuel. **THE TANKS CANNOT BE LEGALLY TRANSPORTED WITH MORE THAN FIVE (5%) PERCENT OF THE FUEL CAPACITY REMAINING IN THEM. IF REIC MUST PUMP THE TANKS DOWN TO THEIR 5% FUEL LEVEL, THE PER-HOUR CHARGE STATED ON THE APPLICABLE RENTAL QUOTE FORM SHALL BE INVOICED FROM PORTAL-TO-PORTAL, WITH A MINIMUM CHARGE OF FOUR HOURS.** The rate that propane can be pumped from a tank is approximately 150 gallons per-hour.

13. Use and Care of Equipment/Customer’s Obligations. Customer shall use and operate the Equipment (i) within its rated capacities, (ii) in a safe, careful and proper manner in accordance with the manufacturer’s specifications, and federal and state safety and environmental laws, (iii) in compliance with all laws, regulations, and requirements applicable to the registration, leasing, licensing, insurance, use and operation of the Equipment, including any applicable federal and state statutes and regulations, and (iv) only for lawful purposes and only within the locations listed in the Acceptance Certificate. If Customer intends to use the equipment in a location not listed in the applicable Certificate, it must notify REIC and receive REIC’s written consent, which consent is within REIC’s sole discretion. In no event shall Customer use or permit any Equipment to be used for the transportation for hire of goods or passengers. Customer shall only permit qualified and trained personnel, licensed where required by law, to use, to connect or to fill the fuel tanks of the Equipment. Customer shall not use the Equipment for the storage, transportation or delivery of any asbestos, lead, polychlorinated biphenyls, or any other toxic or hazardous substances, which have not been rendered harmless. REIC shall be held harmless by Customer for authorized servicing of REIC’s Equipment and for defects or liabilities caused by fuel equipment owned by and fuel supplied by Customer. Customer shall not make any alterations or modifications to the Equipment without the prior written consent of REIC, which consent is within REIC’s sole discretion.

With regard to the periodic, routine, and preventive maintenance on the Equipment: *(select one)*

- REIC shall manage the performance of and payment for all periodic, routine, and preventive maintenance on the Equipment;
- Maintenance and repair support shall be provided by REIC’s fleet management company. Customer must work directly with REIC’s fleet management company and follow all maintenance and repair guidelines; or
- Customer will be responsible to ensure the Equipment receives all normal periodic, routine, and preventive maintenance and other basic services, adjustments, and lubrication, including checking and replacing, as necessary, fuel, oil, coolants, and battery water, lubrications, filters, belts, hoses, and tires, all in accordance with manufacturer’s recommendations.

Regardless of the election above, Customer is responsible for inspecting the Equipment regularly. If the Equipment fails to operate properly, malfunctions or becomes in need of repair, Customer will immediately cease using same and will immediately notify REIC in writing so that REIC may repair such malfunction or replace the Equipment, in its sole discretion, promptly. REIC does not represent or warrant the fitness or suitability of the Equipment for any particular use or purpose. There shall be no deduction in rent for repairs or maintenance.

Use of the Equipment in the following circumstances is prohibited, and constitutes a breach of this Agreement: (i) use for illegal purpose or in an illegal manner; (ii) use when the Equipment is in bad repair or is damaged or unsafe; (iii) improper, unintended use or misuse, including use of the Equipment beyond its capabilities, outside of its intended uses, in adverse conditions (including inclement weather), or not in accordance with the manufacturer’s instructions; (iv) use by anyone other than Customer or its qualified employees or personnel, without REIC’s prior written permission; (v) use at any location other than the Delivery Address furnished to REIC without REIC’s prior written permission; and (vi) any unauthorized alteration, modification, or other changes to the Equipment. Customer shall not part with possession of the Equipment or encumber the same in any way.

Customer must (a) inspect the Equipment on a regular basis; (b) supply all fuel, coolants, and lubricants necessary to operate the Equipment; (c) immediately notify REIC of any known problems or malfunctions or suspected malfunctions or problems or those that should reasonably be known or suspected upon regular inspection that are necessary to keep the Equipment in good running order; (d) perform all routine and minor repairs and maintenance necessary to keep the Equipment in good running order, unless otherwise agreed in writing; and (e) replace all broken or worn out parts on the Equipment, unless otherwise agreed in writing, and notify REIC immediately of any broken or worn out parts on the Equipment. All safety signs and markings necessary or desirable for the operation of the Equipment shall be responsibility of Customer.

14. REIC’s Rights with regard to the Equipment. REIC, with or without notice, shall have the right, but not the obligation, during normal business hours to enter into and upon the premises where the Equipment is located for the purpose of inspecting, servicing, changing, repairing, replacing or removing all or part of the Equipment or observing its use. Except as set forth in Section 13 herein, Customer agrees that no services, connections, disconnections or the like will be made to Equipment except by REIC employees or its authorized representatives.

15. Loss or Damage to Equipment. Risk of loss of or damage to the Equipment will pass to Customer when care, custody and control passes to Customer. Care, custody and control of the Equipment shall pass to Customer when physical possession of the Equipment has been given to Customer or a carrier for transport to Customer. Care, custody and control of the Equipment shall remain with Customer until physical possession of the Equipment is returned to the REIC. Customer assumes and shall bear the entire risk of loss, theft or destruction of or damage to, or government taking of, the Equipment from any cause whatsoever, whether or not covered by insurance. Customer shall notify REIC of any damage or loss of the Equipment within 48 hours of the occurrence of such damage or loss by email at the address contained in the applicable Acceptance Certificate. In the event of any loss or damage to the Equipment, Customer shall (a) continue to pay the Rental Payments during the repair period, and (b) repair and restore the Equipment to the same good condition and working order as it was when the Equipment was first picked-up by or delivered to Customer, or (c) pay REIC a sum equal to the cost to repair the Equipment in accordance with clause (b) above, or the replacement cost thereof with equipment of similar age and pre-damaged condition. Customer agrees to pay within thirty (30) days from receipt of REIC’s invoice for any revenue loss because of damage or destruction of the Equipment as well as any and all replacements, repairs, or substitutions of parts or equipment on the Equipment. All additions and improvements made to the Equipment shall belong to and become the property of REIC upon the expiration of the Lease. Customer shall remain obligated under the terms of this Agreement in the event the Equipment is lost, damaged or destroyed or otherwise is not in good serviceable condition.

16. Insurance. From the day of the rental of the first piece of Equipment from REIC until the end of the term of this Agreement, Customer shall purchase and maintain the following insurance:

- A. Worker’s Compensation Insurance: with the following limits: Coverage A shall have at least the minimum statutory limits; and Coverage B (Employer’s

Liability) shall have limits of not less than \$500,000 per occurrence; Disease: \$500,000 each employee; \$500,000 Policy Limit. If requested by REIC, Customer shall also carry and maintain United States Longshoremen's & Harborworker's Coverage and/or Federal Employee's Liability Act Coverage with such limits as may be required by law or as may otherwise be requested by REIC.

B. Commercial General Liability Insurance: with the following limits: Bodily Injury & Property Damage (including Products & Completed Operations) with a Combined Single Limit of \$1,000,000 Per Occurrence and with a \$2,000,000 General Aggregate Limit. Coverage shall apply to underground property damage, explosion and collapse; personal injury, including contractual assumptions of personal injury, as well as bodily injury and property damage; and shall include Contractual Liability Coverage sufficient to cover Customer's indemnification agreements hereunder, and Pollution Coverage with a limit of \$1,000,000 Per Occurrence; and a General Aggregate Limit of \$5,000,000.

C. Automobile Insurance: with the following limits: Bodily Injury & Property Damage with a Combined Single Limit of \$2,000,000 Per Occurrence. Coverage shall apply to all owned, hired and non-owned vehicles; and shall include Contractual Liability Coverage sufficient to cover Customer's indemnification agreements hereunder.

D. Umbrella Insurance: with the following limits: Bodily Injury & Property Damage (including Products & Completed Operations) with a Combined Single Limit of \$4,000,000 Per Occurrence; and a \$4,000,000 General Aggregate Limit. The policy shall be written on an Umbrella form (strict follow form excess policies are not acceptable). Coverage shall be as broad as the primary Employer's Liability, Commercial General Liability and Automobile Insurance; and the policy shall not contain any impaired aggregate limits, so that all underlying policies with aggregate limits will have inception and expiration dates that are concurrent with the Umbrella policy.

E. Inland Marine Insurance: All Risk Coverage (Physical Damage Insurance), with any overload or boom exclusion deleted, for the full replacement value of the Equipment.

F. Motor Truck Cargo Insurance: At Customer's election, Customer may obtain and maintain insurance coverage on any cargo or personalty being carried or hauled by Customer in any of the Equipment. REIC shall have no responsibility for such insurance and no responsibility or liability for any loss or damage to any such cargo or personalty.

All liability insurance herein, except workers' compensation, shall name REIC and REIC Companies, Inc. as additional insureds (utilizing, with respect to Commercial General Liability Insurance, form CG 20 28 07 04 – REIC of Leased Equipment, and with respect to Automobile Liability Insurance, form CA 20 01 10 01, or in either case utilizing an equivalent form satisfactory to and approved by REIC), on a primary and non-contributory basis. REIC shall be named on the Inland Marine Insurance as the Loss Payee as its interest may appear. All insurance required to be maintained by Customer hereunder shall (a) be provided by insurance carriers authorized to do business in the state where the Equipment is located, and rated by A.M. Best's Rating Service as "A," and a class size of "VII" or better; (b) be written to insure losses on an "occurrence basis;" (c) be primary and non-contributory with respect to any insurance carried by REIC; (d) require thirty (30) days prior written notice to REIC care of REIC Specialty, LLC, located at 7800 E Union Ave, Suite 550, Denver, CO 80237, Attention: Risk Manager, prior to any termination or material change in the insurance provided thereunder, and (e) be endorsed to include a waiver of any and all of each insurers' rights of subrogation or rights of recovery against REIC, and any of REIC's affiliates, officers, employees, and agents. Customer shall be solely responsible for all deductibles on the insurance carried and maintained by Customer, regardless of liability. Customer shall furnish REIC with certificates of insurance evidencing such coverage prior to the pick-up or delivery of the Equipment. A certificate that contains wording that in any way reduces or lessens the insurer's obligations or that does not fulfill any of the requirements hereof shall not be acceptable and will be returned for resubmission by Customer's insurer. Customer shall be liable for any and all costs and damages incurred by REIC or Customer as a result of Customer's failure or neglect to maintain the minimum insurance limits as required hereunder. Customer shall attach to each certificate of insurance an original additional insured endorsement to the insurance policy.

17. Indemnity. To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless REIC, its affiliates, and each of their respective officers, directors, employees, and agents, and each of their respective heirs, successors, and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, demands, complaints, suits, causes of action, damages, liabilities, losses, costs, fines, liens, including mechanics' liens, penalties, and expenses, including, without limitation, attorneys' fees and expenses (individually, a "Claim" and collectively, "Claims"), arising out of or resulting from (a) the acts or omissions of Customer, or any employees or agents of Customer, or anyone else for whom Customer is responsible (collectively, the "Customer Parties"); (b) the possession, maintenance, use, operation, modification, return or surrender of the Equipment by Customer or any Customer Parties; (c) a violation of any applicable laws and legal requirements by Customer or any Customer Parties; or (d) any breach or default by Customer of Customer's duties and obligations under this Agreement. Customer's obligation to indemnify, defend, and hold harmless the Indemnified Parties shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Indemnified Parties, and such obligation is in addition to and not in lieu of common law indemnification to which any Indemnified Parties are entitled. Customer's obligation to indemnify, defend, and hold harmless the Indemnified Parties shall apply and pertain regardless of whether or not a Claim is caused or alleged to be caused in part by one or more of the Indemnified Parties. Customer's obligation to indemnify, defend, and hold harmless the Indemnified Parties shall not apply or pertain to claims or damages resulting from the sole negligence or intentional misconduct of the Indemnified Parties.

Customer shall defend each of the Indemnified Parties through counsel approved by such Indemnified Parties in any action, proceeding, or arbitration brought against the Indemnified Parties by reason of any Claims. Customer's obligation to defend the Indemnified Parties shall not extend to any action, proceeding, or arbitration that asserts or alleges that the Claim resulted solely from the negligence or intentional misconduct of the Indemnified Parties, and from no other cause or if a final judgment is obtained establishing that injury to the claimant resulted solely from the negligence or intentional misconduct of the Indemnified Parties, in which latter event Customer's obligation to defend the Indemnified Parties shall cease upon the date such judgment becomes final, and the Indemnified Parties shall thereupon reimburse Customer for its reasonable attorneys' fees and court costs in so defending the Indemnified Parties. The duty to defend the Indemnified Parties under this Section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of REIC or any other Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any Indemnified Party and written notice of such Claim being provided to Customer. Customer's obligation to indemnify, defend and hold the Indemnified Parties harmless under this Section shall survive the expiration or earlier termination of this Agreement and shall apply and pertain until it is determined by final judgment that an action against all of the Indemnified Parties for any Claim is fully and finally barred by the applicable statute of limitations.

In the event and to the extent that a Claim is made by an employee of any of Customer against any of the Indemnified Parties, the intent of this Section is that Customer shall and hereby agrees to indemnify, defend, and hold harmless the Indemnified Parties to the same extent as if the Claim was made by a non-employee of Customer, and in connection with any request by any Indemnified Parties for indemnification hereunder, Customer hereby expressly waives any defense or immunity it may have under any applicable Worker's Compensation Laws or any other statute or judicial decision disallowing or limiting such indemnification and consents to a cause of action for indemnity. Such waiver and consent to indemnification is made irrespective of and specifically waiving any defense or immunity under any statute or judicial decision disallowing or limiting such indemnification.

18. Warranties. THE EQUIPMENT IS BEING LEASED "AS-IS," AND REIC MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, (a) THE CONDITION OF THE EQUIPMENT; (b) ITS MERCHANTABILITY OR (c) ITS FITNESS FOR ANY PARTICULAR PURPOSE; (d) WARRANTY OF TITLE; OR (e) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. REIC MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT. Customer acknowledges that the Equipment is not meant for consumer leasing or retail sale. Customer further acknowledges that catalogs, circulars and similar pamphlets of the REIC, including the information regarding the Equipment available on the REIC's website, are issued for general information purposes only, shall not constitute a representation or warranty, express or implied, by the REIC of the fitness, characteristics or suitability of the Equipment and shall not be deemed to modify the provisions hereof.

19. Limitation on Liability. REIC SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF, OR RELATING TO, THE EQUIPMENT OR THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING, BUT IN NO WAY LIMITED TO LOSS OF USE, LOSS OF REVENUES, PROFITS OR ANTICIPATED PROFITS, LOST LABOR TIME,

LOST OR SPOILED PRODUCT, DELAY, LIQUIDATED OR PUNITIVE DAMAGES OR ANY DAMAGES RELATING IN ANY WAY TO ENVIRONMENTAL CONTAMINATIONS OR ARISING OUT OF THIS AGREEMENT OR WITH RESPECT TO THE DELIVERY OR USE OF THE DELIVERABLES AND/OR EQUIPMENT, EVEN IF REIC HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, CUSTOMER ACKNOWLEDGES AND AGREES THAT REIC SHALL NOT BE LIABLE FOR BODILY INJURY, PROPERTY DAMAGE, OR A DECREASE IN PROPERTY VALUE ARISING OUT OF THE DISPOSAL, DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF ANY PETROLEUM SUBSTANCES OR DERIVATIVES INTO OR UPON CUSTOMER'S PROPERTY, ANY SURROUNDING PROPERTY, THE ATMOSPHERE OR ANY WATER COURSE OR BODY OF WATER EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF REIC. Notwithstanding the foregoing, direct damages shall only be recoverable by Customer to the extent such damages arise from REIC's gross negligence or willful misconduct.

CUSTOMER SPECIFICALLY AGREES THAT ANY LIABILITY ON THE PART OF REIC ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, GROSS NEGLIGENCE, STRICT LIABILITY IN TORT, EXTRACTIONAL LIABILITY OR ANY OTHER LEGAL THEORY SHALL NOT EXCEED ANY AMOUNTS PAID TO REIC OVER THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT LED TO THE INITIATION OF SUCH A CLAIM.

20. Default. If: (a) Customer should default in the payment of any Rental Payments when due, or any other sums payable by Customer hereunder; (b) if Customer should breach or default in the performance of any other of the terms and conditions hereof and such default or breach should continue for more than five (5) days after written notice thereof to Customer; (c) if a petition under any Chapter of the Bankruptcy Act, as amended, or for the appointment of a receiver of any part of the property of Customer, or any other proceedings for the relief of debtors, be filed by or against Customer; (d) if Customer should make a general assignment for the benefit of creditors, should suspend business or commit any act amounting to a business failure, or if an attachment be levied or tax lien be filed against any of Customer's property; (e) if Customer should make any voluntary assignment or transfer of Customer's interest as Customer hereunder (in any manner or to a person not permitted by the terms hereof) or of all or substantially all of its property, then, in any of such events (each of which events shall constitute a default under this Agreement); (f) Customer fails to maintain and/or operate or to return any Equipment as provided by this Agreement; (g) Customer fails to maintain the required insurance and such failure continues for a period of fifteen (15) days; (h) any Equipment is lost, damaged, stolen, destroyed or seized by a governmental agency after it had been placed in the possession of Customer, (i) REIC has a reasonable belief that there is an unusual risk of damage to any Equipment or that Customer cannot adequately protect all Equipment REIC at its option, may, by notice in writing to Customer, declare this Agreement in default. **Early termination may require Customer to pay a substantial amount.** In the event of any such default, REIC shall be entitled to take possession of all Equipment then subject to this Agreement, and REIC may, by its agents, take possession of the Equipment wherever the same may be found, and for that purpose may enter upon any premises of Customer. Customer hereby expressly waives any and all rights it may have to judicial process with respect to such repossession. REIC shall hold the Equipment so repossessed free and clear of this Agreement and of any of the rights of Customer hereunder. In addition, REIC shall have the right (i) to declare the entire amount of rent hereunder immediately due and payable as to any or all items of Equipment, without notice or demand to Customer, and (ii) to retain all Rental Payments and additional sums paid by Customer hereunder, together with all Rental Payments and other sums payable by Customer pursuant to any of the provisions of this Agreement then owing, and all costs and expenses, including reasonable attorney's fees, incurred by REIC in the enforcement of this Agreement. It is further agreed that REIC shall not be liable for any injury or damage to Customer's premises (including the Delivery Address) caused by any removal of REIC's Equipment, including the removal of underground tanks and piping. Time is of the essence for the performance of all of Customer's obligations hereunder.

21. CONFESSION OF JUDGMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, UPON AN UNCURED DEFAULT UNDER THE PRIOR ARTICLE, REIC SHALL HAVE THE RIGHT TO CONFESS JUDGMENT AGAINST CUSTOMER, AS IDENTIFIED BELOW; AND CUSTOMER, UPON ANY DEFAULT HEREUNDER, AND THE FAILURE TO CURE WITHIN TEN (10) DAYS OF WRITTEN NOTICE, HEREBY IRREVOCABLY AUTHORIZES ANY ATTORNEY OF ANY COURT OF RECORD IN THE STATE OF DELAWARE TO APPEAR FOR CUSTOMER AND CONFESS JUDGMENT FOR ALL AMOUNT DUE UNDER THIS LEASE, INCLUDING ATTORNEYS' FEES IN AN AMOUNT EQUAL TO TEN PERCENT (10%) OF THE TOTAL AMOUNT DUE, BUT NOT LESS THAN FIVE THOUSAND DOLLARS (\$5,000.00) AND INTEREST AT THE RATE OF FIFTEEN PERCENT (15%) UNTIL PAYMENT IS MADE IN FULL IN FAVOR OF REIC AND, FOR SO DOING, THIS AGREEMENT OR A COPY HEREOF VERIFIED BY AFFIDAVIT SHALL BE A GOOD AND SUFFICIENT WARRANT. THE AUTHORITY HEREIN GRANTED TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY AN EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME-TO-TIME AND AT ALL TIMES UNTIL FULL PAYMENT OF ALL AMOUNTS DUE HEREUNDER ARE PAID IN FULL.

22. Interest; REIC's Expenses. (a) If Customer fails to pay any part of the rent herein reserved, or any other sum required by Customer to be paid to REIC within ten (10) days after the due date thereof, Customer shall pay unto REIC interest on such delinquent payment from the expiration of said ten (10) days until paid at the rate fifteen percent (15%) per annum. (b) Customer shall pay REIC all costs and expenses, including reasonable attorneys' fees, incurred by REIC in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions and/or provisions hereof.

23. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto, provided however, that neither this Agreement nor any interest herein shall be assigned, subleased, or pledged by Customer, and Customer shall not permit the Equipment to be used or operated by any person or entity not under the supervision, direction and control of Customer. All rights of REIC hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, without notice to Customer. If REIC assigns this Lease or the rentals due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by REIC hereunder or pursuant to any other agreement between REIC or Customer, should there be one, shall excuse performance by Customer of any provision hereof.

24. Ownership. This Agreement is a true lease and not a lease for financing purposes, and Customer does not acquire hereby any right, title or interest in or to the Equipment except the right to use it under the terms hereof. All Equipment leased hereunder shall be titled and registered in the name of REIC. Customer shall not at any time or for any purpose whatsoever be or become the agent of REIC, and REIC shall not be responsible for the acts or omissions of Customer, or its agents. Customer is an independent contractor. Customer shall keep the Equipment free and clear of any and all levies, liens, security interests and encumbrances of any kind, and shall give REIC prompt notice of any attachment or judicial process affecting the Equipment.

25. Security Interest and Registrations. Customer hereby confirms and agrees that REIC may register a security interest in and to the Equipment, all components and parts thereof (whether or not attached to the Equipment), all replacements of the foregoing, all insurance proceeds in respect of the foregoing and all proceeds of the foregoing (the "Equipment Collateral"). Customer and REIC acknowledge that REIC may, at Customer's expense, register its security interest in the Equipment Collateral under the laws in any jurisdiction necessary or desirable to perfect, make valid and opposable to third parties REIC's security interest in the Equipment Collateral, or in Québec, the REIC may, at Customer's expense, register a reservation of ownership of the Equipment. Customer hereby confirms and agrees that REIC may, when applicable, register a purchase money security interest (or other similar interests) against the Equipment. Upon the return of the Equipment to REIC and the full and final payment by Customer of all amounts owing under this Agreement, Customer may request that REIC discharge any and all registrations relating to the Equipment or the Equipment Collateral at Customer's cost and expense.

26. Confidential Information. All non-public, confidential or proprietary information of REIC, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by REIC to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by REIC in writing. Upon REIC's request, Customer shall promptly return all documents and other materials received from REIC. REIC shall be entitled to injunctive relief for any violation of this Section, without proof of actual damages (and without the requirement of posting a bond or other security). This Section shall not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure without any obligation of confidentiality; or (c) rightfully obtained by Customer on a non-confidential basis from

a third party that is not under an obligation to maintain confidentiality.

27. Force Majeure. If the performance by either Party of any of its obligations shall in any way be prevented, interrupted or hindered as a consequence of an Act of God, war, civil disturbance, riot, strike, lockout, fire, earthquake or other natural calamities, abnormal delay in delivery of Equipment to REIC, industry-wide shortage of Equipment, pandemic, epidemic, legislation or restriction of any government or other authority, force majeure or any other circumstances beyond the reasonable control of such party, the obligations of the Party concerned shall be wholly or partially suspended during the continuance and to the extent of such prevention of interruption or hindrance. Such suspension does not include the payment of invoices.

28. Disputes. The parties select arbitration as the method for binding dispute resolution in the Agreement. Any Claim shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The prevailing party in any dispute resolution process shall be entitled to recover all costs incurred in any dispute resolution including but not limited to attorney's fees, expert fees, and court and arbitration costs. Any dispute resolution method shall be heard in Wilmington, Delaware.

29. Miscellaneous.

- a. Waiver. REIC's failure to enforce strictly the provisions of this Agreement shall not be construed as a waiver thereof or as excusing Customer from performance. The invalidity of any portion of this Agreement shall not affect the force and effect of the remaining valid portions hereof.
- b. Notices. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement and applicable Rental Quote Form (each, a "Notice") in writing and addressed to the other Party at its address set forth below on the Rental Quote Form. Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid).
- c. Integration/Amendment. This Agreement constitutes the entire agreement between the parties hereto, and supersedes any prior agreement, whether or not in writing. Any change or modification to this Agreement must be in writing and signed by the parties hereto.
- d. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- e. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein, Customer's indemnification obligations and Customer's payment obligations shall survive the expiration or earlier termination of this Agreement.
- f. Cumulative Remedies. All rights and remedies of REIC provided in this Agreement are cumulative and not exclusive, and the exercise by REIC of any right or remedy does not preclude the exercise by REIC of any other rights or remedies that may now or subsequently be available to REIC at law, in equity, by statute, in any other agreement between the Parties, or otherwise.
- g. Choice of Law; Forum Selection. This Agreement shall be governed by and interpreted in accordance with the laws in effect in the State of Delaware without consideration of Delaware's conflict of laws analysis.
- h. Authority. The undersigned officer of Customer represents and warrants that he or she has the authority to sign and deliver this Agreement on behalf of Customer and to bind Customer to the terms and conditions hereof.
- i. Language. Customer, to the extent located in the Province of Québec, confirms that it has been provided with both a French and English version of this Agreement (including all annexes, attachments and schedules, as applicable) and confirms its agreement to be bound by the English version of this Agreement and all ancillary agreements, including in respect to any discrepancies between the two versions.
- j. Counterparts; Electronic Versions. A photocopy, scanned image, or electronic copy of this signed Agreement shall be considered an original and shall be sufficient for all purposes as a manually signed counterpart hereof.
- k. No Third-Party Beneficiaries. This Agreement benefits solely the Parties hereto (which includes for certainty, the affiliates and subsidiaries of REIC Specialty, LLC) and their respective permitted successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason hereof or thereof.
- l. **IMPORTANT: THE EXECUTION OF THIS MASTER AGREEMENT DOES NOT OBLIGATE REIC TO ENTER INTO RENTAL AGREEMENTS WITH CUSTOMER IN EVERY INSTANCE REQUESTED BY CUSTOMER. THE CONSIDERATION GIVEN REIC BY CUSTOMER FOR ENTERING THIS MASTER AGREEMENT SHALL BE CUSTOMER'S AGREEMENT TO PAY FOR EQUIPMENT PROVIDED.**